##### MASTER PROFESSIONAL SERVICES AGREEMENT

**by and between CORPORATION INC.**

**and**

**AQW CORPORATION**

**Effective as of March 31, 2017**

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##### MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement is entered into effective March 31, 2017 (the “**Effective Date**”) by and between **CORPORATION INC.**, a Delaware corporation having a principal place of business at USA (“**Corporation**”), and **AQW CORPORATION**, a **Delaware** corporation having a principal place of business in USA (“**Supplier**”).

WHEREAS, Corporation and Supplier have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this Agreement; and

WHEREAS, Corporation desires to procure from Supplier, and Supplier desires to provide to Corporation and the other Eligible Recipients, certain services, on the terms and conditions set forth in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Corporation and Supplier hereby agree as follows:

##### INTRODUCTION.

* 1. **Framework Approach**.
     1. **Master Professional Services Agreement**. The body of this agreement (i.e., the introductory paragraph through **Article 21**) and all exhibits and annexes hereto (the “**Master Professional Services Agreement**” or “**MPSA**”) sets forth terms and conditions pursuant to which the Parties may enter into SOWary agreements for the provision of Services.
     2. **SOWs and Work Orders**. To the extent the Parties desire to enter into an agreement for Supplier to perform Services, the Parties shall execute a SOW to this MPSA. Each SOW, together with any Work Orders (defined below), exhibits, schedules, attachments, appendices or annexes thereto, shall be referred to as a “**SOW**”. After execution of a SOW, the Parties may add Services to be provided under such SOW by executing a work order referring to such SOW (each, together with any schedules, exhibits, attachments, appendices or annexes thereto, a “**Work Order**”). SOWs and Work Orders are not binding on the Parties until fully executed by authorized representatives of each Party.
     3. **Relationship of the Master Professional Services Agreement and SOWs**. The term “**Agreement**” means, collectively, the MPSA and the SOWs. Unless and to the extent expressly excluded in a particular SOW, all of the terms and conditions of this MPSA shall be deemed to be incorporated into such SOW, unless, given the context of a particular term or condition, the term or condition is clearly inapplicable to such SOW. For example, if this MPSA contains a term regarding Service Levels, and a particular SOW does not contain Service Levels, such term would not apply to such SOW. The terms and conditions of a particular SOW (including incorporated MPSA terms and conditions as such terms and conditions may have been modified for such SOW), apply only to such SOW unless otherwise expressly provided. For example, a pricing term in **Exhibit A- 4** to **SOW A** shall not apply to **SOW B** unless otherwise expressly agreed. Information in an Exhibit to the MPSA, however, shall apply to all SOWs (e.g., **Exhibit 1** shall apply to all SOWs).
     4. **References**. References to an Exhibit, Schedule, Attachment, Appendix or Annex include all documents subsidiary to such document. Unless otherwise specified, a reference within an Exhibit, Schedule, Attachment, Appendix or Annex without reference to another document shall be deemed to be a reference to such Exhibit, Schedule, Attachment, Appendix or Annex.

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##### Definitions.

Except as otherwise expressly provided in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in **Exhibit 1**.

##### CONTRACT DOCUMENTS.

* 1. **Associated Contract Documents**.

This MPSA includes each of the following Exhibits and Annexes, all of which are incorporated into this MPSA by this reference.

Exhibit 1 Definitions

Exhibit 2 Insurance Requirements Exhibit 3 Travel Policy

Exhibit 4 [Reserved]

Exhibit 5 Code of Conduct and Ethics for Consultants Exhibit 6 Affected Employees

Exhibit 7 [Reserved]

Exhibit 8 [Reserved]

Exhibit 9 Change Control Procedures

Annex 1 [Reserved]

Annex 2 [Reserved]

Annex 3 Form of Companion Agreement Annex 4 [Reserved]

Annex 5 Form of Project Work Order

Annex 6 Form of Master Data Protection Agreement Annex 7 [Reserved]

Annex 8 [Reserved]

Annex 9 [Reserved]

##### Companion Agreements.

* + 1. The Parties agree and acknowledge that (i) Corporation may require AQW to contract directly with an Eligible Recipient for Supplier’s provision of Services to such Eligible Recipient (each, a “**Corporation Designated Party**”), and (ii) that Supplier may require that one or more of its Affiliates become a party to this Agreement in order for Supplier to provide Services in a particular jurisdiction. In either event, Supplier or its Affiliate will enter into an agreement with Corporation or such Corporation Designated Party on terms substantially similar to those set forth in a form attached hereto as **Annex 3** (“**Companion Agreement**”). Each Companion Agreement will incorporate the terms of this Agreement with such modifications as the parties thereto deem appropriate, or as necessary to address applicable local Laws or tax or regulatory issues. The sole contracting Parties for all purposes for a Companion Agreement shall be the Corporation Designated Party that executed the Companion Agreement, (who shall be "Corporation” for the Companion Agreement), and the Supplier or the Supplier Affiliate that executed the Companion Agreement, (who shall be “Supplier” for the Companion Agreement). Notwithstanding anything to the contrary contained herein, until such time as the Companion Agreements are agreed to by the local parties, Corporation and Supplier shall remain responsible and liable for all performance by, and any obligations of, each entity comprising Corporation and Supplier respectively, under the Agreement.
    2. If either Party determines that a Companion Agreement is necessary for any reason, including where required for direct invoicing to such Eligible Recipients, such Party shall provide written notice to the other, and Supplier shall sign, or shall cause an Affiliate of Supplier in the relevant country to sign, the Companion

Agreement in accordance with **Section 2.2(a)** above, and Corporation shall sign or assist with obtaining executed Companion Agreements from such Eligible Recipient.

* + 1. If a Party identifies a technical legal deficiency in the form of any Companion Agreement that could cause a court in the applicable jurisdiction to void or fail to enforce the Companion Agreement, or to interpret the terms of the Companion Agreement in a manner inconsistent with the governing law clause of the applicable Companion Agreement, the Parties will promptly amend and restate, effective from the restatement Effective Date if possible, such Companion Agreement. For example, if the Law of a local country states that a clause will not be enforced unless such clause is conspicuous and in the local language, the Parties will amend and restate the Companion Agreement for that local country to include such clause conspicuously in the local language. As another example, if the person who signed the Companion Agreement on behalf of the Supplier or its Affiliate or the Corporation Designated Party did not have the authority to bind such Entity, the applicable Party will use reasonable efforts to cause such Companion Agreement to be signed by a person having such authority.
    2. Supplier shall be fully responsible and liable for all obligations of itself or any Supplier Affiliate under a Companion Agreement, and the Corporation Designated Party shall have the same rights under this Agreement if an event or circumstance (e.g., bankruptcy) occurs with respect to a Supplier Affiliate that is a party to a Companion Agreement, that it would have if such Affiliate were Supplier.
    3. For those Companion Agreements where the Corporation Designated Party is a Corporation Affiliate, the Supplier Account Manager (and his or her designee(s)) and the Corporation Relationship Manager (and his or her designee(s)) shall remain responsible for the administration of this Agreement and the individual Companion Agreements on a day-to-day basis on behalf of Supplier and Corporation respectively and shall each provide recommendations to his or her respective Party’s authorized representative to amend, modify, change, waive or discharge their rights and obligations under this Agreement or such Companion Agreements as appropriate.

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1. **TERM**.
   1. **Term of Agreement**.

Unless otherwise terminated as set forth in **Article 20**, this MPSA shall remain in effect from the Effective Date until the second anniversary of the first date on which no SOW is then in effect between the Parties (the “**Term**”).

##### Terms of SOWs.

The term for each SOW (each, a “**SOW Term**”) shall be as set forth therein, unless such SOW is terminated earlier as set forth in **Article 20** or such SOW.

##### Extension of SOW Terms.

Corporation may, at its sole option, extend the SOW Term of any SOW for up to two (2) successive periods of one (1) year each on the terms and conditions then set forth in this Agreement and such SOW, subject to any pricing increases that may be expressly agreed to in the applicable SOW.

##### SERVICES.

* 1. **Overview**.
     1. **Services**. Supplier shall provide the following services as they may evolve, be SOWed, enhanced, modified or replaced in accordance with this Agreement (the “**Services**”) to Corporation and other Eligible Recipients and Authorized Users designated by Corporation:
        1. the services, functions and responsibilities described in this Agreement (including the applicable SOW); and

(ii) the related services, functions and responsibilities performed during the twelve (12) months preceding the Commencement Date by the individuals who were displaced or whose functions were displaced as a result of such SOW, even if the service, function, or responsibility is not specifically described in such SOW, to the extent the services, functions and responsibilities are required for the proper performance and provision of the Services, in accordance with the requirements of the Agreement (provided that, in the event of a direct conflict between the description of services, functions and responsibilities in such SOW and the scope of services as described in this **Section 4.1(a)**, the description in such SOW shall control).

Supplier shall provide each Service described in a SOW during the period beginning upon the Commencement Date for such Service and ending (1) on the expiration, termination, or removal of such Service in accordance with this Agreement, or (2) on such earlier date as such SOW may provide for such Service, except in each case to the extent that the period of provision of such Service may be extended under **Section 20.8**.

* + 1. **Included Services**. If any services, functions or responsibilities not described in the Agreement are an inherent necessary or customary part of the Services, or are required for the proper performance or provision of the Services in accordance with this Agreement, those services, functions and responsibilities shall be deemed to be included within the scope of the Services to be delivered for the Charges, as if such services, functions or responsibilities were described in the Agreement.
    2. **Required Resources**. Except as otherwise expressly provided in the Agreement, Supplier shall be responsible for all facilities, personnel, Equipment, Materials, network connectivity, technical knowledge, expertise, supplies and other resources necessary to provide the Services.
    3. **Supplier Responsibility**. Supplier shall be responsible for the performance of the Services in accordance with this Agreement even if such Services are actually performed or dependent upon services performed by Affiliates of Supplier, or its Subcontractors or agents.

##### Transition Services.

* + 1. **Transition**. Supplier shall perform the services, functions and responsibilities required to smoothly transfer responsibility for the services to be transitioned from Corporation (or Third Party Contractors where applicable) to Supplier (the “**Transition Services**”), including those described in any transition plan set forth in the applicable SOW (the “**Transition Plan**”).
    2. **Initial Transition Plan**. If an initial Transition Plan is set forth in the applicable SOW, Supplier shall prepare and deliver to Corporation a detailed Transition Plan for Corporation review, comment and approval within thirty (30) days after the SOW Effective Date. The proposed detailed Transition Plan shall describe in greater detail the specific transition activities to be performed by each Party, but shall be consistent in all respects with the initial Transition Plan, including the activities, Developed Materials, Transition Milestones and Developed Material Credits described in the initial Transition Plan. Supplier shall address and resolve any questions or concerns Corporation may have as to any aspect of the proposed

detailed Transition Plan and incorporate any modifications, additions or deletions to such Transition Plan requested by Corporation so long as such requested modifications, additions or deletions are consistent with the Parties respective roles and obligations under this Agreement and the applicable SOW. Supplier shall obtain Corporation approval for the detailed Transition Plan within forty-five (45) days after the SOW Effective Date unless another period is agreed upon by the Parties. The detailed Transition Plan as approved by Corporation shall be deemed to be appended to and incorporated in the applicable SOW.

* + 1. **Detailed Transition Plan**. To the extent requested by Corporation, the detailed Transition Plan shall identify (i) the transition activities to be performed by Supplier and the significant components, subcomponents and the conditions precedent associated with each such activity, (ii) all Developed Materials to be completed by Supplier, (iii) the date(s) by which each such activity or Developed Material is to be completed (the “**Transition Milestones**”), (iv) the contingency or risk mitigation strategies to be employed by Supplier in the event of disruption or delay, (v) the Acceptance criteria (and, if appropriate, description of applicable testing) to be applied by Corporation in evaluating Transition Services Developed Materials,

1. any transition responsibilities to be performed or transition resources to be provided by Corporation,
2. any related documents contemplated by this Agreement and/or required to effectuate the transition to be executed by the Parties and (viii) a detailed work plan identifying the specific transition activities to be performed by Supplier on a weekly basis during the Transition Period.
   * 1. **Performance**. Supplier shall perform the Transition Services and Corporation shall perform its responsibilities as described in the Transition Plan in accordance with the timetable and the Transition Milestones set forth in the Transition Plan. Supplier shall perform the Transition Services in a manner that shall not disrupt the business or operations of any of the Eligible Recipients or degrade the Services then being received by any of the Eligible Recipients, except as may be otherwise expressly provided in the Transition Plan. Prior to undertaking any transition activity, Supplier shall discuss with Corporation all known Corporation specific material risks and shall not proceed with such activity until Corporation is reasonably satisfied with the mitigating plans with regard to such risks (provided that neither Supplier’s disclosure of any such risks to Corporation, nor Corporation acquiescence in Supplier’s mitigating plans, shall operate or be construed as limiting Supplier’s responsibility under this Agreement). Supplier shall identify and resolve, with Corporation reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Supplier’s responsibility and shall use all commercially reasonable efforts to assist Corporation with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is Corporation responsibility.
     2. **Reports**. Supplier shall meet at least weekly with Corporation to report on Supplier’s progress in performing its responsibilities and meeting the timetables set forth in the Transition Plan. Supplier also shall provide written reports to Corporation at least weekly regarding such matters, and shall provide oral reports more frequently if reasonably requested by Corporation. Promptly, but not later than one (1) business day after knowing that it will not perform, or five (5) business day, after receiving any information indicating that Supplier may not perform, its responsibilities, or meet any timetable, in the Transition Plan, Supplier shall notify Corporation in writing of any actual or potential failures to timely perform and shall identify for Corporation consideration and approval specific measures to address and mitigate the risks associated therewith.
     3. **Suspension or Delay of Transition Activities**. Corporation reserves the right, in its sole discretion, to suspend or delay the performance of the Transition Services and/or the transition of all or any part of the Services. If Corporation elects to exercise such right and Corporation decision is based, at least in material part, Supplier’s failure to perform its obligations under the applicable SOW, Corporation shall not incur any Charges, Termination Charges or reimbursable expenses in connection with such decision. If Corporation decision is not based, at least in material part, on Supplier’s failure to perform its obligations under the applicable SOW, Corporation shall reimburse Supplier for any additional expenses reasonably incurred by Supplier as a result of such decision (provided that Supplier notifies Corporation in advance of such expenses, obtains Corporation approval prior to incurring such expenses, and uses commercially reasonable efforts to minimize such expenses).

##### Failure to Meet Transition Milestones.

1. If Supplier fails to meet a Transition Milestone, Supplier shall pay Corporation any Developed Material Credits specified in the applicable SOW for such Transition Milestone.
2. Neither the Transition Services nor the activities and Developed Materials associated with individual Transition Milestones shall be deemed complete until Acceptance of such activities and Developed Materials.
3. In addition to any Developed Material Credits provided pursuant to **Section 4.2(e)(1)**, if Supplier fails to meet the date specified for any Transition Milestone, Supplier shall not be entitled to any further compensation for work associated with such Transition Milestone after such date.
   * 1. **Termination for Cause**. In addition to any other termination right that Corporation may have under this Agreement, Corporation may terminate the applicable SOW in whole or in part for cause if (i) Supplier materially breaches its obligations (including meeting a Transition Milestone) with respect to the provision of Transition Services and fails to cure such breach within twenty (20) days after its receipt of notice or (ii) Supplier fails to meet a Transition Milestone designated in the applicable SOW as a “Critical Transition Milestone”. In all such events, subject to **Section 18.2**, Corporation may recover the damages suffered by the Eligible Recipients in connection with such a termination, provided that, if such termination is based on Supplier’s failure to meet a Transition Milestone, Supplier shall be entitled to set- off against such damages any Developed Material Credits that Corporation has received for the failure to meet such Transition Milestone.

##### Service Readiness Testing.

1. Once the Supplier believes that it has achieved the successful completion of the Transition tasks and activities, it shall provide written notice to Corporation to this effect, such that Corporation shall be able to conduct the tests to determine Supplier's ability to take over responsibility for the Services as described in this Section ("Service Readiness Tests"). Where a timetable has been set for the undertaking of such Service Readiness Tests, Supplier shall provide Corporation with not less than ten (10) business days' prior written notice of its readiness for the undertaking of such Service Readiness Tests.
2. Prior to providing Corporation with the written notice referred to in subparagraph (a) above, Supplier shall in any event have conducted its own internal tests and trial runs (as applicable) so as to ensure that it is ready for Corporation to undertake Service Readiness Tests (in the sense of there then being a genuine and realistic expectation that such Service Readiness Tests will be successfully concluded). Upon written request from Corporation, Supplier shall provide Corporation with written evidence of such internal tests, trial runs etc., and shall answer all reasonable requests from Corporation for information in relation thereto.
3. References to "Acceptance" in the Agreement shall, for the purposes of the Services, be taken to refer to successful completion of the Service Readiness Tests, in accordance with the provisions of this Section.
4. Corporation shall have responsibility for the development of the detailed test plans, scripts and criteria related to the Service Readiness Tests, which shall be designed to ensure that the Supplier has successfully completed all of the required activities associated with Transition and is in a position to provide the Services in full compliance with the Agreement. Supplier shall provide Corporation with all such information and assistance as Corporation may reasonably require in connection with the finalization of such scripts and criteria. Additional details and requirements relating to the preparation for and conduct of such Service Readiness Tests may be contained in the relevant SOW.
5. Following receipt of written notice from the Supplier in accordance with **subsection (1)** above, Corporation or at Corporation' option Supplier, shall undertake the Service Readiness Tests. Supplier shall provide all assistance reasonably required by Corporation in this regard, and shall in any event undertake all activities required of it in connection with the conduct of the Service Readiness Tests (including where relevant and

specified in the test plans referred to in **subsection (4)** above the conduct of parallel runs of services or processes then being conducted by or provided to Corporation, and which shall be replicated or replaced by or processes to be undertaken by Supplier as part of the Services).

1. Within ten (10) business days of the completion of the Service Readiness Tests, Corporation shall confirm to the Supplier in writing whether the criteria developed pursuant to **subsection (4)** above have been satisfied such that Corporation can accept that Transition has been successfully concluded and the Service Readiness Tests successfully passed. If such confirmation is provided, Supplier shall commence the provision of the steady state Services as described in **Section 4.1** above. If in the alternative Corporation notifies Supplier that the criteria have not been successfully met, it shall provide Supplier with reasonable details of the respects in which the Service Readiness Tests were not satisfactorily concluded. Supplier shall thereafter promptly (and in any event within ten (10) business days) carry out such remedial work as shall be necessary to enable Corporation to re-perform the Service Readiness Tests, in which event the provisions of this **subsection (6)** shall be re-applied to such subsequent re-performance. Supplier shall be responsible for all reasonable costs incurred by Corporation in relation to such re-tests, provided that Supplier was provided the opportunity to approve the criteria developed pursuant to **subsection (4)** above.
2. If, following a subsequent re-performance of the Service Readiness Tests, the criteria for them (which have been approved by Supplier) have still not been successfully satisfied, Corporation shall, without prejudice to its rights under the Agreement, including the affected Work Order, in general and **subsection (8)** below in particular, have the option upon notice to Supplier to either:
   1. Accept that the Service Readiness Tests have been passed, subject to the Supplier agreeing to promptly correct any remaining issues notified to it by Corporation, and to an equitable reduction in the Charges pending such correction (as shall be agreed between the Parties);
   2. require that Supplier continue to work to remedy the outstanding issues which are preventing Corporation from confirming its Acceptance of the successful conclusion of the Service Readiness Tests, such that the provisions of this **subsection (7)** will be re-applied; or
   3. terminate the affected SOW by reason of Supplier's material breach of contract.
3. Supplier recognizes that a delay in successfully concluding the Service Readiness Tests such that Supplier is not ready and/or able to commence the provision of the steady state Services by the Commencement Date is likely to cause Corporation significant cost and expense, and will impact negatively upon its business operations. As a result, the Parties agree that Corporation will be compensated in respect of its loss, cost and expense arising during any period of delay by way of the imposition of liquidated damages. The specific regime for the calculation and payment of liquidated damages shall be specified in the relevant SOW. The Parties agree that the payment of liquidated damages represents a reasonable pre-estimate of Corporation' likely losses arising by virtue of such delay, and shall be Corporation' sole and exclusive financial remedy in respect of its losses arising during the period covered by the payment of such liquidated damages, but not in respect of any loss arising thereafter or in respect of any separate breaches of the Agreement or the affected SOW by Supplier.

##### New Services.

* + 1. **Procedures**. If Corporation requests that Supplier perform any New Services reasonably related to the Services or other services generally provided by Supplier, Supplier shall promptly prepare a New Services proposal for Corporation consideration. Unless otherwise agreed by the Parties, Supplier shall prepare such New Services proposal at no additional charge to Corporation and shall deliver such proposal to Corporation within ten (10) business days of its receipt of Corporation request, unless a longer period of time is agreed upon by the Parties. Supplier shall use all commercially reasonable efforts to respond more quickly in the case of a pressing business need or an emergency situation. Corporation shall provide such information as Supplier reasonably requests in order to prepare such New Services proposal. Corporation may approve or reject any New Services proposal in its sole discretion and Supplier shall not be obligated

to perform any New Services to the extent the applicable New Services proposal is rejected. If Corporation approves any New Services proposal, Supplier shall perform the New Services and shall be paid in accordance with the proposal submitted by Supplier, or other terms as may be agreed upon by the Parties, and the applicable provisions of this Agreement. Upon Corporation approval of a Supplier proposal for New Services, the scope of the Services shall be expanded to include such New Services, and such approved New Services proposal shall be documented in a Work Order or in a new SOW to the Agreement, as applicable. Notwithstanding any provision to the contrary, (i) Supplier shall act reasonably and in good faith in formulating its pricing proposal, (ii) Supplier shall use commercially reasonable efforts to identify potential means of reducing the cost to Corporation, including utilizing Subcontractors as and to the extent appropriate, (iii) such pricing proposal shall be no less favorable to Corporation than the lowest pricing and labor rates set forth in this Agreement for comparable or similar Services possessing similar volumes, quality requirements and risk allocation, and (iv) such pricing proposal shall take into account the existing and future volume of business between Corporation and Supplier. If Corporation requests additional Services and Supplier and Corporation disagree about whether such requested Services constitute New Services, then the Parties shall meet and discuss such disagreement in good faith, provided that during the discussions, Supplier shall perform such requested Services for sixty (60) days for Services that are required to (i) comply with Laws or (ii) to implement a Corporation Standard (but not more than once in any calendar year). If after thirty (30) days of the commencement of discussions, the Parties cannot agree on whether such requested Services constitute New Services, the matter shall be resolved pursuant to the dispute resolution procedures set forth in **Article 19**. During the pendency of this dispute, at Corporation request, Supplier will continue performance of the requested Services and Corporation shall pay fifty (50%) of the Charges proposed by Supplier for the Services, subject to the right of each Party to reconcile amounts to be paid or refunded once the dispute has been resolved. During the pendency of the dispute, Supplier does not waive its right for payment for the requested Services and will not be required to incur any Equipment, Software or third party supplier expenses or material out-of-pocket expenses and Corporation does not waive its right for a refund of payment for the requested Services.

* + 1. **Use of Third Parties**. Corporation may elect to solicit and receive bids from third parties to perform any New Services. If Corporation elects to use third parties to perform New Services, Supplier shall cooperate with such third parties as provided in this Agreement, including in **Section 4.6**.
    2. **Services Evolution and Modification**. Supplier shall use commercially reasonable efforts to evolve, SOW, modify, enhance or replace the Services over time to keep pace with technological advancements and improvements in the methods of delivering Services and changes in the businesses of the Eligible Recipients. The Parties acknowledge and agree that these changes shall modify the Services and shall not be deemed to result in New Services or additional Charges unless the changed services meet the definition of New Services.
    3. **Authorized User and Eligible Recipient Requests**. Supplier shall promptly inform the Corporation Relationship Manager or his or her designee of requests for New Services from Authorized Users or Eligible Recipients, and shall submit any proposals for New Services to the Corporation Relationship Manager or his or her designee. Supplier shall not agree to provide New Services to any Authorized Users or Eligible Recipients without the prior written approval of the Corporation Relationship Manager or his or her designee.

##### Additional Work or Reprioritization.

The Corporation Relationship Manager or his or her designee may identify new or additional work activities to be performed by Supplier Personnel possessing the required skills to perform such new or additional work activities (including work activities that would otherwise be treated as New Services) or reprioritize or reset the schedule for existing work activities to be performed by such Supplier Personnel. Unless otherwise agreed, Corporation shall incur no additional charges for the performance of such work activities by Supplier Personnel then assigned to Corporation. Supplier shall use commercially reasonable efforts to perform such work activities without impacting the established schedule for other tasks or the performance of Services in accordance with the Service Levels. If it is not possible to avoid such an impact, Supplier shall notify

Corporation of the anticipated impact and obtain its consent prior to proceeding with such work activities. Corporation, in its sole discretion, may forego or delay such work activities or temporarily or permanently adjust the work to be performed by Supplier Personnel, the schedules associated therewith or the Service Levels to permit the performance by Supplier of such work activities. To the extent the actions allowed by this **Section 4.5** has an impact to the Charges, scope, schedule or delivery of Services, equitable adjustments to the Services will be subject to Corporation authorization through the Change Control Procedures, provided that Supplier has notified Corporation in advance.

##### Right to In-Source or Use of Third Parties; Cooperation and Management.

* + 1. **Right of Use**. This Agreement shall not be construed as a requirements contract and shall not be interpreted to prevent any Eligible Recipient from obtaining from third parties (each, a “**Third Party Contractor**”), or providing to itself or to any other Eligible Recipient, any or all of the Services or any other services. Nor shall anything in this Agreement be construed or interpreted as limiting Corporation right or ability to add or delete Eligible Recipients or increase or decrease its demand for Services. Nor shall anything in this Agreement be construed or interpreted as limiting Corporation right or ability to change the contract requirements or Service volumes or move parts of any Service in or out of scope. To the extent Corporation adds or deletes Eligible Recipients or any Eligible Recipient increases or decreases its demand for Services or obtains Services from a Third Party Contractor or provides Services to itself or another Eligible Recipient, the amount to be paid to Supplier by Corporation shall be equitably adjusted in accordance with this Agreement. Corporation shall not be obligated to pay Termination Charges in connection with such adjustment except to the extent expressly agreed to in the applicable SOW or Work Order.
    2. **Supplier Cooperation**. Supplier shall fully cooperate with and work in good faith with Corporation, the other Eligible Recipients and Third Party Contractors as described in this Agreement or requested by Corporation and at no additional charge to Corporation. If and to the extent requested by Corporation, Supplier shall provide such cooperation by, among other things: (i) timely providing physical access and electronic access (including, at Corporation sole discretion and cost, any temporary Third Party Software licenses required to permit an Eligible Recipient or Third Party Contractor to perform services within the Services environment) to business processes and associated Equipment, Materials and/or Systems to the extent necessary and appropriate for Corporation, the other Eligible Recipients or Third Party Contractors to perform the work assigned to them; (ii) timely providing required access to Supplier Facilities; (iii) timely providing written requirements, standards, policies or other documentation for the business processes and associated Equipment, Materials or Systems procured, operated, supported or used by Supplier in connection with the Services; (iv) timely providing access to Corporation Data to the Eligible Recipients and/or Third Party Contractors in the same manner and to the same extent access to such data is required to be provided by Supplier to Corporation; (v) timely providing cooperation and assistance in accordance with **Section 0** to facilitate the orderly transfer of terminated Services from Supplier to Corporation, the other Eligible Recipients and/or Third Party Contractors; (vi) ensuring that there is no degradation in the performance of the Services caused by the adjustments made by Supplier following such transfer of Services; (vii) establishing procedures and other arrangements with Third Party Contractors to ensure continuity of seamless service to Corporation (e.g., RACI charts, multi-supplier governance procedures) and (viii) any other cooperation or assistance reasonably necessary for Corporation, the other Eligible Recipients and/or Third Party Contractors to perform the work in question. Corporation personnel and Third Party Contractors shall comply with Supplier’s reasonable security and confidentiality requirements, and shall, to the extent performing work on Materials, Equipment or Systems for which Supplier has operational responsibility, comply with Supplier’s reasonable standards, methodologies, and procedures. If requested by Corporation, Supplier shall enter into a mutually agreed joint governance and issue resolution document between Supplier and Third Party Contractors who provide similar or related services to an Eligible Recipient.
    3. **Managed Third Parties**. With respect to Third Party Contractors identified in a SOW as “Managed Third Parties” and any substitutes or replacements for Third Party Contractors so identified (each, a “**Managed Third Party**”), Supplier shall: (i) manage the Managed Third Parties, including monitoring operational day-to-day service delivery, monitoring performance, escalating problems for resolution, and

maintaining technical support relationships; (ii) as requested by Corporation, work with Corporation to manage new and existing contractual relationships between Corporation and Managed Third Parties; (iii) oversee Managed Third Party delivery of services and compliance with the service levels and the performance standards contained in Corporation agreement with the Managed Third Party; (iv) notify Corporation and the Managed Third Party of each Managed Third Party’s failure to perform in accordance with the performance standards or other terms and conditions contained in Corporation agreement with the Managed Third Party; (v) escalate Managed Third Party performance failures to Managed Third Party management as necessary to achieve timely resolution; (vi) monitor and manage the Managed Third Party’s efforts to remedy a failure of performance; (vii) communicate to Corporation the status of the Managed Third Party’s efforts to remedy a failure of performance; (viii) recommend retention, replacement, modification, or termination of the Managed Third Party based on the performance or cost benefits to Corporation as tracked by Supplier; and (ix) participate and assist in the re-sourcing (e.g., extension, renegotiation or replacement) of such Managed Third Parties if Corporation requests that re-sourcing.

##### Transformation Services.

* + 1. **Transformation**. During the Transformation Period (if Transformation Services are expressly contemplated in a SOW or Work Order), Supplier shall perform all functions and services necessary to transform the Services to realize the planned cost reductions and Service performance improvements (the “**Transformation Services**”), including those described in any transformation plan set forth in the applicable SOW (the “**Transformation Plan**”). During the Transformation Period, Corporation shall perform those tasks, but only those tasks, that are designated to be Corporation responsibility in the Transformation Plan. Corporation shall not incur any charges, fees or expenses payable to Supplier or third parties in connection with the Transformation Services, other than those charges, fees and expenses specified in the applicable SOW and those incurred by Corporation in connection with its performance of tasks designated in the Transformation Plan as Corporation responsibility.
    2. **Transformation Plan**. Within thirty (30) days immediately following the SOW Effective Date, Supplier shall prepare and deliver to Corporation a detailed Transformation Plan for Corporation review, comment and approval. If the SOW included an initial Transformation Plan, the detailed Transformation Plan shall describe in greater detail the specific transformation activities to be performed by each Party, but, unless otherwise agreed by the Parties, shall be consistent in all respects with the Transformation Plan included in the SOW, including the activities, Developed Materials, Transformation Milestones and Developed Material Credits described in the initial Transformation Plan. Supplier shall obtain Corporation approval for the detailed Transformation Plan within forty-five (45) days after the SOW Effective Date unless another period is agreed upon by the Parties. If approved by Corporation, the detailed Transformation Plan shall be appended to and incorporated in the applicable SOW.
    3. **Performance**. Supplier shall perform the Transformation Services and Corporation shall perform its responsibilities as described in the Transformation Plan in accordance with the timetable and the Transformation Milestones set forth in the Transformation Plan. Supplier shall perform the Transformation Services in a manner that shall not disrupt the business or operations of any of the Eligible Recipients or degrade the services then being received by the Eligible Recipients from existing internal or external providers, except as may be otherwise expressly provided in the Transformation Plan. Supplier shall identify and resolve, with Corporation reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transformation Plan that is Supplier’s responsibility and shall use all commercially reasonable efforts to assist Corporation with the resolution of any problems that may impede or delay the timely completion of each task in the Transformation Plan that is Corporation responsibility.
    4. Reports. Supplier shall meet at least weekly with Corporation to report on its progress in performing its responsibilities and meeting the timetables set forth in the Transformation Plan. Supplier also shall provide written reports to Corporation at least weekly regarding such matters, and shall provide oral reports more frequently if reasonably requested by Corporation. Promptly, but not later than one (1) business day after knowing that it will not perform, or five (5) business days, after receiving any information indicating that

Supplier may not perform, its responsibilities, or meet any timetable, in the Transformation Plan, Supplier shall notify Corporation in writing of any actual or potential failures to timely perform and shall identify for Corporation consideration and approval specific measures to address and mitigate the risks associated therewith.

* + 1. **Suspension or Delay of Transformation Activities**. Corporation reserves the right, in its sole discretion, to suspend or delay the performance of all or any part of the Transformation Services. If Corporation elects to exercise such right and Corporation decision is based, at least in material part, on Supplier’s failure to perform its obligations under this Agreement, Corporation shall not incur any Charges, Termination Charges or reimbursable expenses in connection with such decision. If Corporation decision is not based, at least in material part, on Supplier’s failure to perform its obligations under this Agreement, Corporation shall reimburse Supplier for any additional expenses reasonably incurred by Supplier as a result of such decision (provided that Supplier notifies Corporation in advance of such expenses, obtains Corporation approval prior to incurring such expenses, and uses commercially reasonable efforts to minimize such expenses).

##### Failure to Meet Transformation Milestones.

1. If Supplier fails to meet a Transformation Milestone, Supplier shall pay Corporation any Developed Material Credits specified in the applicable SOW for such Transformation Milestone.
2. Neither the Transformation Services nor the activities and deliverables associated with individual Transformation Milestones shall be deemed complete until Acceptance of such activities and Developed Materials.

##### Services under Work Orders.

* + 1. **General**. The Parties intend that Work Orders be used as a means to expand the scope of a SOW to include additional Project Services to be provided by Supplier. Supplier shall perform the Services as set forth in each Work Order under the applicable SOW. A form of Project Work Order is attached to this MPSA as **Annex 5**, and each Project Work Order shall be set forth in a form and format substantially similar to Annex 5. Each Work Order shall incorporate by reference (and be subject to) the terms of the MPSA, its Exhibits and applicable SOW (including those terms applicable to Projects), unless and to the extent such terms are expressly excluded in such Work Order.

##### Work Orders.

1. **General**. Work Orders are not intended, and shall not be used by Supplier or Corporation, to re- negotiate or otherwise change terms and conditions that have been negotiated and set forth in the Agreement.
2. **Development and Drafting**. If Corporation so requests, Supplier shall develop a draft Work Order (or an amendment to an existing Work Order) for Corporation review. Supplier shall make any amendments reasonably requested by Corporation and mutually agreed by the Parties. Supplier shall promptly commence preparation of the Work Order (or an amendment to an existing Work Order), and diligently pursue completion of such Work Order (or such amendment) as soon as possible, but in any event complete the same no later than ten (10) days after Corporation request, unless a period longer than ten (10) days is mutually agreed to by the Parties. Such Work Order (or such amendment to an existing Work Order) shall become effective only when signed by both Parties.

##### Pricing.

1. Unless and to the extent otherwise agreed in a specific Work Order, the Charges for each Work Order shall be as set forth in the applicable SOW. At Corporation request, Supplier shall provide fixed fee pricing for a new Project Work Order or an amendment to a Project Work Order. In such instances, unless otherwise agreed by the Parties, Supplier shall provide Corporation with a description of the anticipated staffing, including the number of onsite, offsite, offshore and offshore/onsite personnel, the mix of skill categories and job classifications, and the anticipated level of effort by Supplier Personnel category, to facilitate Corporation evaluation of the proposed fixed fee pricing.
2. The hours expended by Supplier in preparing Work Orders, Work Order amendments or other proposals or plans or reporting on the status of such Work Orders shall not be charged to Corporation.
   * 1. **Work Order Term**. The term of each Work Order shall be as set forth in such Work Order, or, if no such term is set forth, shall be from the effective date of such Work Order until the completion of the Services to be performed under such Work Order.

##### Correction of Errors.

As part of the Services and at no additional charge to Corporation, Supplier shall promptly correct any errors or inaccuracies in or with respect to the Services, the information or data provided or maintained in relation to the Services or contained in Reports, or other contract deliverables if (i) Supplier is operationally responsible for such information, data or other contract deliverables, or (ii) such errors or inaccuracies are otherwise attributable to Supplier, Supplier Personnel, a Supplier’s Affiliate, or their Subcontractor or agent.

##### REQUIRED CONSENTS.

* 1. **Administrative Responsibility**.
     1. Supplier represents, warrants, and covenants that its provision of the Services hereunder, or under a SOW or Work Order, shall not require use of any Third Party Materials provided by Corporation, except to the extent that such Third Party Materials are expressly identified as a Corporation obligation in the applicable SOW or Work Order with reference to this **Section 5.1**, or Supplier is otherwise required by Corporation to use such Third Party Materials in connection with this Agreement. Supplier will appropriately

1. identify, define the scope and nature of, and comply with and (ii) assist Corporation in obtaining and maintaining, all Required Consents necessary for Corporation, an Eligible Recipient, or their employees or contractors to use Third Party Materials provided by Supplier necessary for such individuals or entities to utilize the Services provided by Supplier (such Required Consents referred to herein as “**Supplier Required Consents**”). At Supplier’s request, Corporation will cooperate with Supplier in obtaining such Supplier Required Consents by executing appropriate Corporation-approved written communications and other documents prepared or provided by Supplier.
   * 1. Corporation will appropriately identify, define the scope and nature of and comply with all Required Consents with respect to Third Party Materials provided by Corporation or an Eligible Recipient and which Corporation requires Supplier to use in connection with this Agreement (**“Corporation Required Consents”**). At Corporation request, Supplier will cooperate with Corporation in Corporation’ obtaining the Corporation Required Consents.
     2. Supplier will obtain the Supplier Required Consents to allow Corporation to continue to use the Supplier Third Party Software, if applicable, after termination of this Agreement for the duration of the provision of Disengagement Services and will use commercially reasonable efforts to obtain those necessary for continued use of the Deliverables beyond the Disengagement Services period.
     3. Without limiting the generality of the foregoing, Corporation shall have the right to determine when it may be necessary or desirable to acquire a license to a substitute product, at Corporation’ expense, if Supplier is unable to obtain a Supplier Required Consent on commercially reasonable terms and in a commercially

reasonable time. In no event will Supplier use any Corporation Software in the absence of an appropriate Required Consent.

##### Financial Responsibility.

The financial responsibility for Required Consents will be defined in the SOWs or Work Orders. To the extent financial responsibility for a Required Consent is not specified in the applicable SOW or Work Order the following shall apply.

Supplier shall bear all costs of obtaining any Supplier Required Consents, or where Supplier is unable to obtain a consent, any termination and re-licensing fees or expenses associated with third party licenses or contracts.

Corporation shall bear all costs of obtaining any Corporation Required Consents, or where Corporation is unable to obtain a consent, any termination and re-licensing fees or expenses associated with such third party licenses or contracts.

##### FACILITIES, SOFTWARE, EQUIPMENT, CONTRACTS AND ASSETS ASSOCIATED WITH THE PROVISION OF SERVICES.

* 1. **Service Facilities**.
     1. **Service Facilities**. Supplier and its Affiliates and Subcontractors shall supply or provide the Services only at or from (i) the Corporation Facilities and Supplier Facilities identified in the applicable SOW, or

1. any other service locations permitted by applicable Law and approved in advance by Corporation. Supplier shall store and process Corporation Data only in the locations identified in the applicable SOW. Supplier shall not transfer Corporation Data to any other locations, nor change the locations for storage and processing of such Corporation Data, except as expressly permitted in the applicable SOW, or otherwise with the express written consent of Corporation, which Corporation may

withhold in its sole discretion if Corporation reasonably believes that refusal is required for Corporation,

an Eligible Recipient, or Supplier to be in compliance with applicable Laws, or that granting such request would jeopardize the security or integrity of such Corporation Data.

* + 1. In the event that there is any change in Law or public policy directed to Corporation’ industry that would require a relocation of one or more Supplier Facilities, or that imposes an adverse impact on the business of Corporation absent a relocation of one or more Supplier Facilities, at the request of Corporation, Supplier will as expeditiously as is possible under the circumstances relocate the Supplier Facilities specified by Corporation to an existing Supplier location designated by Corporation. In such case, the Parties will negotiate a change in the Charges, not to exceed Supplier's reasonable, actual and verifiable increased cost of providing such Services, as well as reasonable, actual transition costs incurred by Supplier as a result of such change. Supplier will use diligent efforts to minimize and mitigate any such transition costs and increased costs of providing the Services.
    2. If the Parties are unable to agree upon such an equitable adjustment within thirty (30) days, then at either Party's request, the Parties will engage a Benchmarker designated by Corporation and agreed by Supplier to mediate the dispute and recommend in writing an equitable adjustment based upon such information as the Parties submit and on the mediator's independent knowledge of the marketplace. If, following such mediation, the Parties remain unable to agree upon an equitable adjustment then, within thirty (30) days after receipt of the mediator's recommendation (i) Corporation may terminate the Agreement and all Companion Agreements for its convenience in accordance with **Section 20.2**, or (ii) Supplier may terminate the Agreement and all Companion Agreements by giving 365 days written notice to Corporation; provided, however that Supplier's notice is accompanied by documentation sufficient to demonstrate to Corporation' reasonable satisfaction that relocation to the United States or such other location will render unprofitable Supplier's performance under this Agreement, considered as a whole, for the remaining term of the Agreement. Any such termination will be conducted in an orderly manner, as contemplated in **Article 20** below, including the provision of Disengagement Services.
    3. Supplier will bear any costs of transition occasioned by Supplier's relocation of Services as a result of changes in Law directed at Supplier’s industry. Change in location which is not addressed in **Section 6.1(b)**, **6.1(d)** or **6.1(e)** or otherwise requested by Corporation shall be subject to the Change Control Procedures.
    4. Any other change in the location where the Services are performed during the term of this Agreement must be approved in advance and in writing by Corporation. Corporation will not unreasonably withhold or delay consent, but Corporation may condition its consent upon reasonable assurances of timely performance without any material disruption or interruption of the Services, including approval and performance of a mutually agreed migration plan.
    5. Except as provided in **Section 6.1(d)**, any relocation of operations undertaken at Supplier's initiative will be undertaken at Supplier's expense (including, without limitation, reimbursement of Corporation' reasonable, actual costs related to relocation, payment of any and all taxes attributable to relocation, including taxes or increases in taxes upon the Services, and reimbursement of any additional, continuing costs related to relocation).
    6. In the event that any change has a material effect on the Charges, Corporation will have the right to terminate this Agreement upon notice to Supplier, without any obligation to pay any Termination Charges or other amounts.
    7. **Supplier’s Responsibilities**. Except as provided in **Sections 6.1(a)**, **6.2** and **6.5(d)**, Supplier shall be responsible for providing all furniture, fixtures, Equipment, space and other facilities required to perform the Services and all upgrades, improvements, replacements and additions to such furniture, fixtures, Equipment, space and facilities required to perform the Services.

##### Corporation Facilities.

* + 1. **Access and Use**. Corporation shall provide Supplier with access to and the use of the locations (or equivalent space) identified in the applicable SOW as locations for the performance of Services (“**Corporation Facilities**”) for the periods specified therein solely as necessary for Supplier to perform its obligations under this Agreement. If any given SOW provides that Corporation shall make office space or storage space at any Corporation Facilities available to Supplier, then Corporation shall provide such space and any reasonable and customary related office support services (such as parking privileges, access cards or badges, cafeteria services, and furniture), to Supplier, as such level of support services may be modified from time to time, but only to the extent Corporation provides such items to its own employees at such Corporation Facilities. Supplier’s use of any of Corporation Facilities shall not constitute or create a leasehold interest, and Corporation may, by notice to Supplier from time to time, require that Supplier re- locate to other reasonably equivalent space. THE CORPORATION FACILITIES ARE PROVIDED BY CORPORATION TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. CORPORATION EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CORPORATION FACILITIES, OR THEIR CONDITION OR SUITABILITY FOR USE BY SUPPLIER.
    2. **Corporation Rules**. In performing the Services, Supplier shall observe and comply with all Corporation policies, guidelines, rules, and regulations applicable to Corporation Facilities or the performance of the Services, including those set forth in the applicable SOW and those communicated to Supplier or Supplier Personnel by the means generally used by Corporation to disseminate such information to its employees or contractors (collectively, “**Corporation Rules**”). Supplier shall be responsible for the promulgation and distribution of Corporation Rules to Supplier Personnel. In addition, Supplier and Supplier Personnel shall be responsible for familiarizing themselves with the premises and operations at each Corporation Facility and the Corporation Rules applicable to such Corporation Facility. Additions or modifications to the Corporation Rules may be (i) disclosed to Supplier and Supplier Personnel in writing, (ii) conspicuously posted at a Corporation Facility, (iii) electronically posted, or (iv) communicated to Supplier or Supplier Personnel by means generally used by Corporation to disseminate such information to its employees or contractors. Supplier and Supplier Personnel shall observe and comply with such additional or modified Corporation Rules. At Corporation request, Supplier Personnel shall participate in

Corporation provided training programs regarding Corporation Rules. In the event that any of the Corporation Rules are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with

1. or (B), then the Parties will process such change through Section 9.6 Change Control set forth in this Agreement.

##### Supplier’s Responsibilities Regarding Corporation Network.

* + 1. To the extent any Equipment used by Supplier or Supplier Personnel is, with Corporation approval, to be connected to any network operated by or on behalf of an Eligible Recipient (each, a “**Corporation Network**”), such Equipment (and all Software installed thereon) shall be (i) subject to review and approval in advance by Corporation (and Supplier shall cooperate with Corporation in the testing, evaluation and approval of such Equipment), and (ii) in strict compliance with the then-current Corporation Rules and Corporation Standards, unless and to the extent deviations are approved in advance by Corporation. Supplier shall not install or permit the installation of any other software on such Equipment without Corporation prior approval. Supplier shall use each Corporation Network for the sole and limited purpose of and to the limited extent necessary for performing the Services. Supplier shall not access, or attempt to access, any part of any Corporation Network that Supplier is not authorized to access, including any part of any Corporation Network that is not reasonably necessary for and pertinent to performing the Services. In the event that any of the Corporation Rules or Corporation Standards are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth in this Agreement.
    2. Except as otherwise agreed in a SOW (i) all Services involving the use of Corporation Materials shall be performed on or using a Corporation Network designated by Corporation and (ii) all Developed Materials shall be created on Corporation servers through such Corporation Network.
    3. Supplier shall access Corporation Networks only using Access Codes provided by Corporation, and shall ensure that only the Supplier Personnel who are authorized by Corporation to use an Access Code (by name, title, job function or otherwise) use such Access Code to access such Corporation Network. Supplier shall inform Corporation of the name(s) of each of the Supplier Personnel that Supplier desires Corporation to authorize to access any Corporation Network. Supplier shall notify Corporation promptly if any of the Supplier Personnel who has been granted an Access Code has been (i) terminated from employment or otherwise is no longer one of the Supplier Personnel, or (ii) reassigned and no longer requires access to any Corporation Network. Supplier shall ensure that no one other than those Supplier Personnel who receive Access Codes in accordance with this Agreement access any Corporation Network through any Access Codes, facilities or other means provided by Corporation to Supplier. Access Codes shall be deemed Corporation Confidential Information.
    4. Supplier acknowledges and agrees that (and Supplier shall cause all Supplier Personnel to acknowledge and agree that), to the extent permitted by applicable Law, Corporation has the right to monitor, review, record and investigate all uses of Corporation Networks and Corporation resources by Supplier, including all email or other communications sent to, from, or through any Corporation Network, regardless of the content of such communications, and Supplier hereby consents to such reviewing, monitoring, recording and investigation. Supplier acknowledges and agrees that it does not have any expectation of privacy with respect to any personal information or communications made by or to it through any Corporation Network. To the extent Supplier shall cause all Supplier Personnel to acknowledge and agree that they do not have any expectation of privacy with respect to any personal information or communications made by or to them through any Corporation Network. Upon Corporation reasonable request, Supplier shall provide

documentation demonstrating acknowledgements and agreements by Supplier Personnel in connection with this **Section 6.3(d)**.

##### Corporation Access to Supplier Facilities.

In addition to the access rights described in **Sections 4.6** and **9.10**, Supplier shall provide to Corporation, at no additional charge, (a) reasonable access to and use of Supplier Facilities and (b) reasonable access to reasonable work/conference space at Supplier Facilities, in each case for the exercise of Corporation rights or the conduct of activities associated with this Agreement.

##### Software, Equipment and Third Party Contracts.

* + 1. **Financial Responsibility**. To the extent Supplier is financially responsible under the applicable SOW for any Third Party Contracts (and, in the case of Third Party Contracts to be assigned to Supplier, from the date when Supplier is to assume such Third Party Contracts), Supplier shall (i) pay all amounts becoming due under such Third Party Contracts, and all related expenses; (ii) refund to Corporation any prepayment of such amounts in accordance with **Section 11.5(a)**; (iii) pay all modification, termination, cancellation, late payment, renewal or other fees, penalties, charges, interest or other expenses;

(iv) pay all costs associated with the transfer of such Third Party Contracts to Supplier, including all taxes associated with such transfer; and (v) be responsible for curing any defaults in Supplier’s performance under such Third Party Contracts.

* + 1. **Operational Responsibility**. To the extent Supplier is operationally responsible under the applicable SOW for certain Software, Equipment or Third Party Contracts, Supplier shall be responsible, to the extent relevant to the Services, for (i) the evaluation, procurement (provided it shall only be obligated to bear the cost of amounts due under such Third Party Contracts if Suppler also has financial responsibility), testing, installation, use, support, management, administration, operation and maintenance of such Software, Equipment and Third Party Contracts and new, substitute or replacement items (including Upgrades, enhancements, and new versions or releases of Software); (ii) the performance, availability, reliability, compatibility and interoperability of such Software, Equipment and Third Party Contracts, each in accordance with this Agreement; (iii) the compliance with and performance of all operational, administrative and non-financial contractual obligations specified in such Third Party Contracts; (iv) the administration and exercise of all rights available under such Third Party Contracts; and (v) the payment of any fees, penalties, charges, interest or other expenses resulting from Supplier’s failure to comply with or perform its obligations under this **Section 6.5(a)**.
    2. **Rights Upon Expiration/Termination**. With respect to all Third Party Contracts for which Supplier has privity of contract under the applicable SOW, Supplier shall use all commercially reasonable efforts to (i) obtain for Eligible Recipients and/or their designee(s) the ownership, license, sublicense, assignment and other rights specified in **Sections 14.2**, **14.6** and **0**, (ii) ensure that the granting of such license, sublicense, assignment and other rights is not subject to subsequent third party approval or the payment by Eligible Recipients and/or their designee(s) of license, assignment or transfer fees, (iii) ensure that the terms, conditions and prices applicable to Eligible Recipients and/or their designee(s) following expiration or termination are no less favorable than those otherwise applicable to Supplier, and at least sufficient for the continuation of the activities comprising the Services, and (iv) ensure that neither the expiration/termination of the applicable SOW nor the assignment of any such Third Party Contract shall trigger less favorable terms, conditions or pricing.
    3. **Evaluation of Third Party Software, Equipment**. In addition to its obligations under **Sections 6.5(a)** and

**(b)** in order to facilitate Corporation control of architecture, standards and plans pursuant to **Section 9.5**, Supplier shall use commercially reasonable efforts to evaluate any Third Party Software and Equipment selected by or for an Eligible Recipient to determine whether such Software and Equipment shall adversely affect their environment or ability to interface with and use the Software, Equipment and Systems and/or Supplier’s ability to provide the Services. Supplier shall complete and report the results of such evaluation to Corporation within fifteen (15) days of its receipt of Corporation request or other as otherwise agreed;

provided that Supplier shall use best efforts to respond more quickly in the case of a pressing business need or an emergency situation.

##### Corporation Provided Equipment.

1. Corporation shall provide Supplier with the use of the Corporation owned and/or leased Equipment identified in the applicable SOW as “Corporation Provided Equipment” (collectively, the “**Corporation Provided Equipment**”) for the periods specified therein solely for and in connection with the performance of the Services. Upon the expiration of the period specified in the applicable SOW for each item of Corporation Provided Equipment (or when such Corporation Provided Equipment is no longer required by Supplier for the performance of the Services), Supplier shall promptly return such Corporation Provided Equipment to Corporation, the other Eligible Recipients and/or their designee(s) in condition at least as good as the condition thereof on the date initially provided to Supplier, ordinary wear and tear excepted. THE CORPORATION PROVIDED EQUIPMENT IS PROVIDED BY CORPORATION TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. CORPORATION EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CORPORATION PROVIDED EQUIPMENT, OR ITS CONDITION OR SUITABILITY FOR USE BY SUPPLIER TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A

PARTICULAR PURPOSE. For the avoidance of doubt, Supplier shall not be responsible for any delay or inability of Supplier to perform the Services to the extent that such delay or failure is a direct result of errors, defects, or other failures of Corporation Provided Equipment for which Supplier is not financially or operationally responsible.

1. **Surplus Corporation Provided Equipment**. Upon Corporation request, Supplier shall, dispose of any surplus Corporation Provided Equipment in accordance with applicable Laws, and Supplier shall pay Corporation any money received from disposal of such Corporation Provided Equipment. Supplier shall maintain reasonable documentation regarding the disposition of such surplus Corporation Provided Equipment, including the costs of and revenues from disposal, and shall make such documentation available to Corporation upon Corporation request. Prior to disposing of any such surplus Corporation Provided Equipment, Supplier shall certify and warrant to Corporation that such surplus Corporation Provided Equipment does not contain any Corporation Confidential Information or Corporation Data and that any Corporation Confidential Information and Corporation Data previously stored on or in such Corporation Provided Equipment has been irretrievably removed from such Corporation Provided Equipment in accordance with the highest industry standards. Unless expressly stated as a Service in a SOW, such request will be considered New Service and will be subject to the process set forth in **Sections 4.4** and **11.1(d).**

##### Assignment of Third Party Contracts.

* + 1. **Assignment and Assumption**. Subject to the applicable Party obtaining any Required Consents, on and as of the Commencement Date (or, if later, the date on which Supplier assumes responsibility for the Services in question in accordance with the Transition Plan), Corporation shall assign to Supplier, and Supplier shall assume and agree to perform all obligations related to, Third Party Contracts identified as contracts to be assigned to Supplier in the applicable SOW; provided, however, that such assignment shall not include any assignment or transfer of any intellectual property rights in Materials developed under such Third Party Contracts prior to the date of such assignment and, as between the Parties, Corporation hereby expressly reserves and retains such intellectual property rights. The Parties shall execute and deliver a mutually satisfactory assignment and assumption agreement evidencing any such assignments.
    2. **Items Not Assignable by Commencement Date**. With respect to any Third Party Contracts that cannot, as of the Commencement Date (or, if later, the date on which Supplier assumes responsibility for the Services in question in accordance with the Transition Plan), be assigned to Supplier without breaching the terms of such Third Party Contracts or otherwise adversely affecting the rights or obligations of an Eligible Recipient thereunder, the performance obligations shall be deemed to be subcontracted or delegated to

Supplier to the extent permitted under such Third Party Contract until any Required Consent, notice or other prerequisite to assignment can be obtained, given or satisfied by Supplier. It is understood that, from and after the Commencement Date (or, if later, the date on which Supplier assumes responsibility for the Services in question in accordance with the Transition Plan), Supplier, as a subcontractor or delegate under such Third Party Contract, shall be financially and operationally responsible for such Third Party Contract as the Eligible Recipient’s agent. Supplier shall use all commercially reasonable efforts to satisfy the consent, notice or other prerequisites to assignment and, upon Supplier doing so, the Third Party Contract shall immediately be assigned and transferred to and assumed by Supplier.

* + 1. **Non-Assignable Items**. If, after Supplier has used all commercially reasonable efforts and after the passage of a reasonable period of time, a Third Party Contract cannot be assigned without breaching its terms or otherwise adversely affecting the rights or obligations of an Eligible Recipient thereunder, the Parties shall take all actions and execute and deliver all documents as may be necessary to cause the Parties to realize the practical effects of the allocation of responsibilities intended to be effected by this Agreement.
    2. **Modification and Substitution**. Supplier may terminate, shorten, modify or extend the Third Party Contracts for which Supplier is financially responsible and may substitute or change suppliers relating to goods or services covered thereby; provided that, except as otherwise disclosed by Supplier and agreed to by Corporation, such change(s) (i) shall not constitute a breach of any obligation of the Eligible Recipients;

(ii) shall not result in additional financial obligations, financial or operational risk or Losses to the Eligible Recipients; (iii) shall not result in any increase to the Eligible Recipients in the cost of receiving the Services; and (iv) shall not provide for less favorable terms, conditions or prices for any Eligible Recipients and/or their respective designee(s) following the expiration or termination of the Term or any applicable Service than would otherwise be applicable to Supplier (except for terms, conditions or prices available to Supplier because of its volume purchases), unless such Third Party Contract is not assignable to Corporation after expiration or termination of the Term or any applicable Service and Corporation agrees that such Third Party Contract is not assignable. Supplier’s rights under the immediately preceding sentence are conditioned upon Supplier paying all applicable termination or cancellation charges, Losses and other amounts due to the applicable third party associated with such action and indemnifying the Eligible Recipients against any such charges, Losses and other amounts associated therewith. Notwithstanding anything to the contrary herein, Supplier shall not terminate, shorten or modify without Corporation prior written consent any license for Third Party Software either created exclusively for an Eligible Recipient or otherwise not commercially available. Supplier shall reimburse the Eligible Recipients for any termination charges, cancellation charges and other amounts paid by them at Supplier’s direction in connection with any Third Party Contracts.

##### Notice of Defaults.

Each Party shall promptly, and in any case within five (5) business days, inform the other Party in writing of any breach of, or misuse or fraud in connection with, any Third Party Contract used in connection with the Services of which it becomes aware and shall cooperate with the other Party to prevent or stay any such breach, misuse or fraud.

##### Acquired Assets.

To the extent specified in the SOW Corporation agrees to convey to Supplier, and Supplier agrees to accept, as of the Commencement Date, all of Corporation right, title and interest in and to the Acquired Assets. In consideration for such conveyance, Supplier agrees to pay on the Commencement Date the Acquired Assets Credit specified in the SOW. The Acquired Asset Credit shall be paid in the local currency of the country in which the asset is located or, at Corporation option, in United States dollars. In addition, Supplier shall be responsible for, and shall pay, or provide evidence of exemption from, all sales, use, goods and services and other similar taxes and duties arising out of the conveyance of the Acquired Assets. The Acquired Assets Credit is exclusive of all such taxes. Corporation represents and warrants to Supplier that Supplier shall take good title to the Acquired Assets as of the Commencement Date, free and clear of all liens. The conveyance of the Acquired Assets shall be effected by the delivery of each Acquired Asset to Supplier where possible or, where

this is not possible, by a delivery of a bill of sale. Except as otherwise expressly provided in this **Section 6.8**, CORPORATION CONVEYS THE ACQUIRED ASSETS TO SUPPLIER ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS. CUSTOMER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACQUIRED ASSETS, OR THE CONDITION OR SUITABILITY OF SUCH ACQUIRED ASSETS FOR USE BY SUPPLIER TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

##### SERVICE LEVELS.

* 1. **Service Levels and Other Performance Standards**.

Beginning on the Commencement Date (or, if earlier, the date specified in the applicable SOW), Supplier shall perform the Services so as to meet or exceed the performance standards designated as “Type 1 Service Levels” in the applicable SOW (the “**Type 1 Service Levels**”). Beginning no later than the date specified in the applicable SOW), Supplier shall perform the Services so as to meet or exceed the performance standards designated as “Type 2 Service Levels” in the applicable SOW (the “**Type 2 Service Levels**”)(Type 1 Service Levels and Type 2 Service Levels, collectively, the "Service Levels"). For matters not covered by the Service Levels set forth in the applicable SOW, Supplier shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by the Eligible Recipients during the twelve

(12) months prior to the Commencement Date, unless an earlier measurement period is specified in the applicable SOW and at levels that are equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any Service Level set forth in the applicable SOW.

For the avoidance of doubt, if Supplier breaches its performance obligations under this Agreement or the applicable SOW, the fact that such breach did not cause Supplier to miss the applicable Service Level shall not relieve Supplier of responsibility for such breach or any resulting damages.

##### Multiple Service Levels.

If more than one Service Level applies to any particular obligation of Supplier, Supplier shall perform in accordance with the most stringent of such Service Levels.

##### Service Level Credits.

Supplier recognizes that Corporation is paying Supplier to deliver certain Services at specified Service Levels set forth in the applicable SOW. If Supplier fails to meet any Service Level, then, in addition to other remedies available to Corporation, Supplier shall pay or credit to Corporation the amounts described in this Agreement as payable upon such a failure as calculated in accordance with the terms of the applicable SOW (“**Service Level Credits**”) in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as Corporation sole or exclusive remedy for any failure to meet the Service Levels; provided, however, that if Corporation recovers monetary damages from Supplier as a result of Supplier’s failure to meet a Service Level, Supplier shall be entitled to set-off against such damages any Service Level Credits paid for the failure(s) giving rise to such recovery.

##### Developed Material Credits.

Supplier recognizes that Corporation is paying Supplier to provide certain Critical Developed Materials, Transition Milestones and Transformation Milestones by the time and in the manner set forth in the applicable SOW. If Supplier fails to meet its obligations with respect to Critical Developed Materials, Transition Milestones or Transformation Milestones, then, in addition to other remedies available to Corporation, Supplier shall pay or credit to Corporation the Developed Material Credits specified in the applicable SOW or

established as part of a project or action plan approval process on a case-by-case basis in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed-upon level of performance, and not as a penalty. If Corporation recovers monetary damages from Supplier as a result of Supplier’s failure to meet its obligations with respect to one or more Critical Developed Materials, Transition Milestones or Transformation Milestones, Supplier shall be entitled to set-off against such damages any Developed Material Credits paid for the failure(s) giving rise to such recovery. Developed Material Credits are not counted toward and are not subject to the overall cap on Supplier’s liability and are in addition to Service Level Credits.

##### Continuous Improvement Reviews.

Supplier acknowledges that the quality of the Services provided in certain Service areas can and shall be improved during the Term and agrees that the Service Levels in such Service areas shall be enhanced periodically in recognition of the anticipated improvement in Service quality. In furtherance of this commitment, the Parties shall review the Service Levels, the performance data collected and reported by Supplier and relevant industry data and trends on an annual basis (or more frequently if requested by Corporation). As part of such review process, the Parties shall, at no additional cost to Corporation, improve the Service Levels to reflect the higher performance levels actually attained or attainable by Supplier.

##### Measurement and Monitoring; Performance Data.

On or before the Commencement Date or the applicable date set forth in the Transition Plan, Supplier shall implement measurement and monitoring tools and metrics, and standard reporting procedures and data sources, all acceptable to Corporation, to measure and report Supplier’s performance of the Services at a level of detail sufficient to verify Supplier’s compliance with the applicable Service Levels. In addition, Supplier shall provide Corporation with on-line access to up-to-date problem management data and other data regarding the status of service problems, service requests and user inquiries. If formally requested by Corporation to the Supplier Account Manager, Supplier also shall provide Corporation with access to the raw data used by Supplier to calculate its Service Level performance and the measurement and monitoring tools and procedures utilized by Supplier to generate such data for purposes of audit and verification. Supplier’s performance of its obligations under this **Section 7.6** (including any resource utilization associated with such performance) shall be at no additional charge to Corporation.

##### SUPPLIER PERSONNEL.

##### Personnel Transfer.

If and to the extent there are Affected Employees under any SOW, Supplier shall comply with the applicable provisions set forth in such SOW.

##### Key Supplier Personnel and Knowledge Transfer Personnel.

* + 1. **Approval of Key Supplier Personnel**.
       1. Supplier shall fill the positions specified as “Key Supplier Personnel” positions in the applicable SOW with Supplier Personnel approved by Corporation in accordance with this **Section 8.2**. Supplier shall identify and obtain Corporation approval of the initial Key Supplier Personnel prior to the Effective Date of the applicable SOW.
       2. Before assigning an individual to act as a Key Supplier Personnel, whether as an initial or subsequent assignment, Supplier shall notify Corporation of the proposed assignment, introduce the individual to appropriate Corporation representatives, permit Corporation representatives to interview the individual, and provide Corporation with a resume and any other information about the individual reasonably requested by Corporation as allowed by law. If Corporation in good faith objects to the proposed assignment, the Parties shall attempt to resolve Corporation concerns on a mutually agreeable basis. If the Parties are not able to resolve Corporation concerns within ten (10) business

days, or as otherwise agreed, Supplier shall propose another individual of suitable ability and qualifications.

* + - 1. Corporation may from time to time change the positions designated as Key Supplier Personnel under this Agreement with Supplier’s approval, which shall not be unreasonably withheld.
    1. **Continuity of Key Supplier Personnel**. Supplier shall cause each of the Key Supplier Personnel to devote two (2) years to the provision of Services, at a minimum, unless a different minimum period is specified in the applicable SOW. Supplier shall not transfer, reassign or remove any of the Key Supplier Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability or death) or announce its intention to do so during the specified period without Corporation prior approval, which Corporation will not unreasonably withhold. In the event of the voluntary resignation, involuntary termination for cause, illness, disability or death of any of its Key Supplier Personnel during or after the specified period, Supplier shall (i) give Corporation as much notice as reasonably possible of such development, and (ii) expeditiously identify and obtain Corporation approval of a suitable replacement. In addition, unless and to the extent a Key Supplier Personnel position ceases to be so designated after a defined period, even after the minimum period specified above, Supplier shall not transfer, reassign or remove any of the Key Supplier Personnel unless and until Supplier has (1) given Corporation reasonable prior notice, (2) identified and obtained Corporation approval of a suitable replacement in accordance with this **Section 8.2**, (3) demonstrated to Corporation reasonable satisfaction that such transfer, reassignment or removal shall not have an adverse impact on Supplier’s performance of its obligations under this Agreement, and (4) completed any and all necessary knowledge transfer between the departing Key Supplier Personnel and his or her Corporation-approved replacement. Unless otherwise agreed, Supplier shall not transfer, reassign or remove more than twenty five percent (25%) of the Key Supplier Personnel in any six (6) month period.
    2. **Continuity of Knowledge Transfer Personnel**. Supplier shall cause each of the Knowledge Transfer Personnel to devote full time and effort to the provision of Services under this Agreement during the twenty- four (24) month period immediately following his or her Employment Effective Date. Supplier shall not transfer, reassign or remove any of the Knowledge Transfer Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability or death) during the specified period without Corporation prior approval, which Corporation may withhold in its sole discretion. In the event of the voluntary resignation, involuntary termination for cause, illness, disability or death of one of its Knowledge Transfer Personnel during the specified period, Supplier shall (i) give Corporation as much notice as reasonably possible of such development and (ii) expeditiously identify and obtain Corporation approval of a suitable replacement.
    3. **Retention and Succession**. Supplier shall implement and maintain a retention strategy designed to retain Key Supplier Personnel and Knowledge Transfer Personnel on the Corporation account for the prescribed period. Supplier shall also maintain active succession plans for each of the Key Supplier Personnel and Knowledge Transfer Personnel positions and shall provide such succession plans to Corporation for its review upon Corporation request.

##### Supplier Account Manager.

Supplier shall designate a “**Supplier Account Manager**” who, unless otherwise agreed by Corporation, shall maintain his or her principal office in 388 E. 16th Place, Lombard, IL 60148. The Supplier Account Manager shall (a) be one of the Key Supplier Personnel; (b) be a full time employee of Supplier; (c) devote his or her full time and effort to managing the Services; (d) remain in this position for a minimum period of two (2) years from the initial assignment (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, retirement, or death); (e) serve as the single point of accountability for the Services, (f) be the single point of contact to whom all Corporation communications concerning this Agreement may be addressed; (g) have authority to act on behalf of Supplier in all day-to-day matters pertaining to this Agreement; (h) have day- to-day responsibility for service delivery, billing and relationship management; and (i) have day-to-day responsibility for Corporation satisfaction and Service Levels attainment.

##### Supplier Personnel Are Not Corporation Employees.

Nothing in this Agreement shall operate or be construed as making Corporation (or the other Eligible Recipients) and Supplier partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by Supplier to perform work on Corporation behalf hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the Eligible Recipients for any purpose. Neither Corporation nor the other Eligible Recipients has the right, power, authority or duty to supervise or direct the activities of the Supplier Personnel or to compensate such Supplier Personnel for any work performed by them pursuant to this Agreement. Supplier, and not the Eligible Recipients, shall be responsible and liable for the acts and omissions of Supplier Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud. Supplier shall be solely responsible for the payment of compensation (including provision for employment taxes, federal, state and local income taxes, workers compensation and any similar taxes) associated with the employment of, or contracting with, Supplier Personnel. Supplier shall also be solely responsible for obtaining and maintaining all requisite work permits, visas and any other documentation for Supplier Personnel.

##### Replacement, Qualifications, and Retention of Supplier Personnel.

* + 1. **Sufficiency and Suitability of Personnel**. Supplier shall assign (or cause to be assigned) sufficient Supplier Personnel to provide the Services in accordance with this Agreement and all such Supplier Personnel shall possess suitable competence, ability, qualifications, education and training for the Services they are to perform and are performing.

##### Intentionally Omitted

* + 1. **Turnover Rate and Data**. Supplier shall use commercially reasonable efforts to keep the turnover rate of Supplier Personnel to a level comparable to or better than the industry average for well-managed service providers in the applicable country performing services similar to the Services. Supplier shall annually measure and report to Corporation the turnover rate of Supplier Personnel. If Corporation believes that the turnover rate of Supplier Personnel may be excessive and so notifies Supplier, Supplier shall provide Corporation with data relating to such turnover rate within ten (10) business days, and if such data confirms Corporation concerns, Supplier shall within the following ten (10) days (i) meet with Corporation to discuss the reasons for such turnover rate, (ii) submit a proposal for reducing such turnover rate for Corporation review and approval, and (iii) agree to a program for reducing such turnover rate, all at no additional cost to Corporation. Notwithstanding any transfer or turnover of Supplier Personnel, Supplier shall remain obligated to perform the Services without degradation and in accordance with the Service Levels and shall be responsible for all costs related to the transition of personnel and all required training.
    2. **Restrictions on Performing Services to Competitors**. Neither Supplier nor any Subcontractor shall cause or permit any Supplier Personnel to perform services directly or indirectly for a Direct Corporation Competitor either while engaged in the provision of Services or during the twelve (12) months immediately following the termination of his or her involvement in the provision of such Services without Corporation prior written consent.

##### Security Clearances/Background Check/Drug Screening.

* + - 1. **General**. Supplier shall verify (a) that Supplier Personnel are authorized to work in any country in which they are assigned to perform Services and (b) that Supplier Personnel have not been convicted of, or accepted responsibility for, a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs, and are not otherwise disqualified from performing the assigned work under applicable Laws. To the extent permitted under applicable Laws, Supplier shall perform or have performed a reasonable background check, which shall include at a minimum a criminal history background check, credit check and a drug screening test, on Supplier Personnel, provided that, if a satisfactory background check, including a criminal history background check, credit check and a drug screening test, was completed in connection with the hiring of any Supplier Personnel, it need

not be repeated unless otherwise required by applicable Laws, industry standards or applicable specifications. In addition, Supplier shall screen Supplier Personnel against the most recent version of the “Specially Designated Nationals List” published by the Office of Foreign Assets Controls of the U.S. Department of the Treasury. Supplier Personnel may also be required to execute mutually acceptable confidentiality agreements with Corporation, at Corporation request.

* + - 1. **Indian Personnel**. For all Supplier Personnel who shall work in India, the provisions of this paragraph shall apply. As of the date that any Supplier Personnel commences work on Corporation account (the “**Personnel Commencement Date**” or “**PCD**”), such Supplier Personnel shall possess a valid passport from the Indian government, or shall apply for such passport within thirty (30) days of the PCD. If a Supplier Personnel fails the criminal or police background check portion of the passport application process, Supplier shall immediately remove such Supplier Personnel from Corporation account. If any Supplier Personnel has not received a valid passport from the Indian government within one hundred twenty (120) days of the PCD, Supplier shall notify Corporation in writing and the Parties shall discuss the reasons for the delay. Corporation shall have the right to request removal of any Supplier Personnel who have not received a valid passport within one hundred fifty (150) days of the PCD. Once Supplier Personnel have passports, they shall be required to maintain valid passports throughout the period during which they perform work for Corporation. Supplier shall provide evidence of the existence of a valid passport for any Supplier Personnel upon Corporation request.

##### Restrictions on Changes in Supplier Staffing/Facilities.

Unless otherwise expressly agreed to in the applicable SOW, Supplier shall not move Services provided from an approved Supplier Facility and country to a Supplier Facility and country from which such Services had not previously been provided by Supplier without Corporation prior approval, even if the latter Supplier Facility and country have already been approved by Corporation for other purposes.

##### Conduct of Supplier Personnel.

* + 1. **Conduct and Compliance**. While at Corporation sites and Corporation Facilities, Supplier Personnel shall (i) comply with the Corporation Rules and other rules and regulations regarding personal and professional conduct, (ii) comply with reasonable requests of Eligible Recipient personnel pertaining to personal and professional conduct, (iii) attend workplace training offered by Corporation at Corporation request, and (iv) otherwise conduct themselves in a businesslike manner.
    2. **Identification of Supplier Personnel**. Except as expressly authorized by Corporation, Supplier Personnel shall clearly identify themselves as Supplier Personnel and not as employees or representatives of any Eligible Recipient. This shall include any and all communications, whether oral, written or electronic, unless and to the extent authorized by Corporation in connection with the performance of specific Services. Except as expressly authorized by Corporation, each Supplier Personnel shall wear a badge indicating that he or she is employed by Supplier or its Subcontractors when at any Corporation site or Corporation Facility.
    3. **Restriction on Marketing Activity**. Except for marketing representatives designated in writing by Supplier to Corporation and activities expressly approved in advance by Corporation, none of the Supplier Personnel shall conduct any marketing activities to Eligible Recipient employees or agents (including marketing of any New Services), other than reporting potential marketing opportunities to Supplier’s designated marketing representatives. Under no circumstances shall Supplier use information provided by Corporation specifically or in the aggregate to advertise or market itself or others. In addition, Supplier shall not use or access queries, searches, Corporation Data, Corporation Confidential Information, Personal Data or metadata for any secondary uses beyond the limited extent necessary to provide the Services to Corporation and the other Eligible Recipients. For the avoidance of doubt, Supplier shall not use any such information, queries, searches, Corporation Data, Corporation Confidential Information, Personal Data or metadata for marketing or market research purposes.

##### ARD Laws.

**General**. Each Party agrees to comply fully with its legal obligations under the EU Acquired Rights Directive (2001/23/EC) as amended, any statutory law or case law implementing the EU Acquired Rights Directive or any similar Law applicable in a jurisdiction outside the European Union (“ARD Laws”) if and where applicable to the transfer of Affected Employees to Supplier’s or Supplier’s Affiliate’s employment, including its obligations regarding consultation and the giving of information. The Parties will otherwise comply with their respective obligations with respect to Affected Employees as are set out in **Exhibit 6**. In each case where the Services are provided in a new jurisdiction, if applicable ARD Laws in fact obligate Supplier to employ one or more Affected Employees and such obligation imposes a financial burden on Supplier that Supplier is unwilling to bear, then Supplier shall so notify Corporation. Within thirty (30) days after receiving such notice, Corporation shall either (a) reimburse Supplier for such financial burden, or (b) terminate the Services with respect to such jurisdiction, in which case Corporation shall pay to Supplier a prorated portion of any applicable Termination Charge set forth in the SOW representing the Services terminated for that particular jurisdiction. The Parties shall work together in good faith to determine whether applicable ARD Laws would likely require such transfer of employment before Services are provided in the applicable jurisdiction, and each shall notify the other promptly upon receiving any claim from an Affected Employee that such Affected Employee is entitled to transfer of employment or other remedy pursuant to ARD Laws.

##### Substance Abuse.

* + 1. **Employee Removal**. To the extent permitted by applicable Laws, Supplier shall immediately remove (or cause to be removed) from Corporation account any Supplier Personnel who is known to be or reasonably suspected of engaging in substance abuse while at a Corporation site or a Corporation Facility, in a Corporation vehicle or while performing the Services. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or non- prescription drugs.
    2. **Substance Abuse Policy**. Supplier represents and warrants that it has and shall maintain substance abuse policies, in each case in conformance with applicable Laws, and Supplier Personnel shall be subject to such policies. Supplier represents and warrants that it shall require its Subcontractors and Affiliates providing Services to have and maintain such policies in conformance with applicable Laws and to adhere to this provision.

##### SUPPLIER RESPONSIBILITIES.

##### Policy and Procedures Manual.

* + 1. **Delivery and Contents**. Unless otherwise agreed to in the applicable SOW, as part of the Services, and at no additional cost to Corporation, Supplier shall deliver to Corporation for its review, comment and approval (i) a reasonably complete draft of the Policy and Procedures Manual within the timeframe specified in the Transition Plan or, if no such timeframe is noted, within thirty (30) days after the effective date of the SOW, and (ii) a final draft of the Policy and Procedures Manual within the timeframe specified in the Transition Plan or, if no such timeframe is noted, within sixty (60) days after the effective date of the SOW. Corporation shall have at least the time frame specified in the Transition Plan or, if no such timeframe is noted, fifteen (15) days to review the draft Policy and Procedures Manual and provide Supplier with comments and revisions. Supplier shall then incorporate any comments or changes of Corporation into the Policy and Procedures Manual and shall deliver a final revised version to Corporation within the timeframe specified in the Transition Plan or, if no such timeframe is noted, within fifteen (15) days of its receipt of such comments and changes for Corporation final approval.

Unless otherwise specified in the SOW, at a minimum, the Policy and Procedures Manual shall include:

* + - 1. a detailed description of the Services and the manner in which each shall be performed by Supplier to the extent not already described in the applicable SOW;
      2. the procedures for Corporation/Supplier interaction and communication, including: (A) call lists; (B) procedures for and limits on direct communication by Supplier with Corporation personnel; (C) problem management and escalation procedures; (D) priority and project procedures; (E) Acceptance testing and procedures; (F) Quality Assurance processes and procedures and internal controls (consistent with **Section 9.4** and in accordance with **Section 9.4(c)**); (G) the Project formation and approval process; (H) a schedule, format and required attendees for meetings regarding performance reporting, account relationship management, issues management, risk management, request management and financial management; (I) change control procedures and change control standards consistent with **Section 9.6**; and (J) disaster recovery/business continuity plans;
      3. the Root Cause Analysis process; and
      4. practices and procedures addressing any other issues and matters as Corporation shall require. Supplier shall incorporate Corporation then current policies and procedures in the Policy and Procedures

Manual to the extent that Supplier is directed to do so by Corporation.

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* + 1. **Compliance**. Supplier shall perform the Services in accordance with applicable Laws and Corporation then current policies and procedures until the Policy and Procedures Manual is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Policy and Procedures Manual, all applicable Laws and all other terms and conditions of this Agreement. In the event of a conflict between this Agreement and the Policy and Procedures Manual, this Agreement shall control.
    2. **Maintenance, Modification and Updating**. Supplier shall promptly modify and update the Policy and Procedures Manual to reflect changes in the operations or procedures described therein, to reflect changes in the work to be performed, and to comply with Corporation Standards, Corporation Rules, the Technology and Business Process Plan and Strategic Plans as described in **Sections 9.5** and **9.11**(e). Supplier shall provide the proposed changes in the manual to Corporation for review, comment and approval. Supplier shall maintain the Policy and Procedures Manual so as to be accessible electronically to Corporation management via a secure web site in a manner consistent with Corporation security policies.
    3. **Annual Review**. The Parties shall meet to perform a formal annual review of the Policy and Procedures Manual on a mutually agreed upon date but not later than thirty (30) days after each anniversary of the Effective Date.

##### Reports.

* + 1. **Reports**. Supplier shall provide Corporation with monthly reports sufficient to permit Corporation to monitor and manage Supplier’s performance along with any other reports to be provided under this Agreement (“**Reports**”). The Reports to be provided by Supplier shall include those described in the applicable SOW in the format and at the frequencies provided therein, as well as those provided by Corporation Personnel prior to the Commencement Date. In addition, from time to time, Corporation may identify additional Reports to be generated by Supplier and delivered to Corporation on an ad hoc or periodic basis. All Reports shall be provided to Corporation as part of the Services and at no additional charge to Corporation, provided that ad hoc Reports will only be provided free of charge if and to the extent they can be created by Supplier’s existing Personnel or they are standard and readily available reports, and even if the creation of such Reports requires other Supplier Personnel, there shall be no additional charge unless and to the extent the creation of such Reports require material manual effort or material re- programing. The Reports shall be provided to Corporation in a network accessible format with ability for data to be downloaded to Corporation then current standard spreadsheet application.
    2. **Back-Up Documentation**. As part of the Services, Supplier shall provide Corporation with all documentation and other information available to Supplier as may be reasonably requested by Corporation from time to time in order to verify the accuracy of the Reports provided by Supplier.

##### Governance Model; Meetings.

* + 1. **Governance**. The Parties shall, in connection with this Agreement, employ the governance model set forth in the applicable SOW No action taken by any person or committee in connection with governance will be deemed to be a waiver or modification of either Party’s rights or obligations under this Agreement in the absence of a waiver in accordance with **Section 21.8** or an amendment in accordance with **Section**

**21.2**. Except as expressly provided in a SOW, acceptance or approval of reports, presentations, meeting minutes or other governance documents shall not be deemed agreement with the contents of such documents or approval of any act or omission described in such documents.

* + 1. **Meetings**. During the Term, representatives of the Parties shall meet periodically or as requested by Corporation to discuss matters arising under this Agreement, including any such meetings provided for in the applicable SOW, the Transition Plan, the Policy and Procedures Manual or **Exhibit 6**. Each Party shall bear its own costs in connection with the attendance and participation of such Party’s representatives in such meetings.

##### Quality Assurance and Internal Controls.

* + 1. **General**. Supplier shall develop, implement and document Quality Assurance processes and procedures and internal controls (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls), including implementing tools and methodologies, to ensure that the Services are performed in an accurate and timely manner, in accordance with (i) the Service Levels and other requirements in this Agreement; (ii) generally accepted accounting principles; (iii) the best practices of leading providers of comparable services; (iv) subject to **Section 15.7**, Laws applicable to Corporation, the other Eligible Recipients and/or the Services;

(v) industry standards applicable to any Eligible Recipient and/or the Services and (vi) the Corporation Standards.

* + 1. **Requirements**. Without limiting the foregoing, such processes, procedures and internal controls developed and implemented by Supplier shall require Supplier to:
       1. Maintain a strong control environment in day-to-day operations, to assure that the following fundamental control objectives are met: (A) financial and operational information is valid, complete and accurate; (B) operations are performed efficiently and achieve effective results, consistent with the requirements of this Agreement; (C) assets are safeguarded; and (D) actions and decisions of the organization are in compliance with applicable Laws;
       2. Build the following basic control activities into its work processes: (A) accountability clearly defined and understood; (B) access properly controlled; (C) adequate supervision; (D) transactions properly authorized; (E) transactions properly recorded; (F) transactions recorded in proper accounting period;

(G) policies, procedures, and responsibilities documented; (H) adequate training and education; (I) adequate separation of duties; and (J) recorded assets compared with existing assets;

* + - 1. Conduct periodic control self-assessments with respect to all Services (such self-assessments to be performed at least semi-annually unless and until Corporation approves less frequent self- assessments) and promptly remediate any non-compliant items within Supplier’s control or area of responsibility, or where such non-compliance is the result of Supplier’s failure to comply with the Agreement (and promptly report to Corporation any items having the potential to impact an Eligible Recipient or Corporation Confidential Information);
      2. Maintain an internal audit function sufficient to monitor the processes and Systems for which Supplier has financial or operational responsibility used to provide the Services and provide summaries of such internal audits to Corporation on a semi-annual basis;
      3. Promptly conduct investigations of suspected fraudulent activities within Supplier’s organization that impact or could impact an Eligible Recipient or Corporation Confidential Information. Supplier shall promptly notify Corporation of any such suspected fraudulent activity and the results of any such investigation as they relate to any Eligible Recipient or Corporation Confidential Information;
      4. Comply with all applicable requirements and guidelines established by Corporation and provided to or otherwise made available to Supplier in order to assist Corporation to meet the requirements of
         1. the Sarbanes-Oxley Act of 2002, as amended, and regulations promulgated by the United States Securities and Exchange Commission (the “**SEC**”) and Public Company Accounting Oversight Board; (B) the Corporation Standards; (C) the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act, as amended, and implementing regulations; (D) the Gramm-Leach-Bliley Act, as amended, and implementing

regulations; and (E) other applicable Laws;

* + - 1. Comply with the Corporation Code of Conduct; and
      2. Comply with all internal or external audit activities, findings and action plans involving the Services in accordance with **Section 9.10**.

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* + 1. **Industry Standards, Certifications and Compliance**. Supplier has achieved and, to the extent relevant, shall maintain certification or compliance with the industry standards set forth in the applicable SOW, in addition to the other certifications, specifications and standards set forth elsewhere in this Agreement.

##### Corporation Standards.

* + 1. **Corporation Standards and Strategic Plans**. Corporation shall have final authority to promulgate (A) the standards, policies, practices, procedures, methodologies, controls and processes to be adhered to and enforced by Supplier in the performance of the Services and (B) the associated architectures, products, software, systems and technologies to be provided, operated, managed, supported and/or used by Supplier in connection therewith (collectively, the “**Corporation Standards**”). Corporation also shall have final authority to promulgate Strategic Plans on an annual basis and to modify and update such Strategic Plans on a periodic basis as appropriate. Only Corporation shall have the authority to modify or grant waivers from such Corporation Standards and Strategic Plans. Supplier shall (i) comply with and implement the Corporation Standards and Strategic Plans in providing the Services, (ii) work with Corporation to enforce the Corporation Standards and Strategic Plans, (iii) subject to **Sections 4.3** and **9.6**, modify the Services as and to the extent necessary to conform to such Corporation Standards and Strategic Plans, and (iv) obtain Corporation prior written approval for any deviations from such Corporation Standards and Strategic Plans. In the event that any of the Strategic Plans are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth in this Agreement.
    2. **Supplier Support**. At Corporation request, Supplier shall assist Corporation on an ongoing basis in developing Corporation Standards, annual Strategic Plans and short-term implementation plans. The assistance to be provided by Supplier shall include: (i) active participation with Corporation representatives on permanent and ad-hoc committees and working groups addressing such issues; (ii) assessments of the then-current Corporation Standards; (iii) analyses of the appropriate direction for such Corporation

Standards in light of business priorities, business strategies, competitive market forces, and changes in technology; (iv) the provision of information to Corporation regarding Supplier’s technology, business processes and telecommunications strategies for its own business that Supplier generally makes available to its customers; and (v) recommendations regarding standards, processes, procedures, methodologies and controls and associated architectures, standards, products and systems. With respect to each recommendation, Supplier shall provide the following at a level of detail sufficient to permit Corporation to make an informed business decision: (A) the projected cost to the Eligible Recipients and cost/benefit analyses; (B) the changes, if any, in the personnel and other resources Supplier and/or the Eligible Recipients shall require to operate and support the changed environment; (C) the resulting impact on the total costs of the Eligible Recipients; (D) the expected performance, quality, responsiveness, efficiency, reliability, security risks and other service levels; and (E) general plans and projected time schedules for development and implementation. Supplier shall provide such assistance at no additional charges to Corporation.

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* + 1. **Corporation Supplier Code of Conduct.** Supplier shall adhere to Corporation Supplier Code of Conduct, in effect as of the Effective Date, a copy of which is attached hereto in **Exhibit 5;** with the understanding that Corporation will notify Supplier of changes made to the Policy after the Effective Date, which will, when applicable, be processed in accordance with **Section 9.6** Change Control Procedures.
    2. **Corporation Electronic Communications Tools.** Supplier represents and warrants that, to the extent applicable, it shall and shall cause all of Supplier Personnel to use of Corporation electronic communications tools only as authorized by Corporation. Supplier further understands, that Corporation may, from time to time, monitor transmissions to and from the internet, content of e-mail, as well as the use of other electronic communications and data storage systems belonging to Corporation and Supplier expressly consents to such monitoring. Supplier will advise all Supplier Personnel of such policy, and the provisions of this Section.
    3. **Technology and Business Process Plan**. Unless otherwise expressly agreed to in a SOW, Supplier shall develop and implement a technology and business process plan on an annual basis, or other more frequent basis, as requested by Corporation, and shall modify and update such plan on a periodic basis as appropriate (“**Technology and Business Process Plan**”). The Technology and Business Process Plan shall include, among other things, plans for: (i) implementing the then-current Corporation Standards and Strategic Plan; (ii) refreshing Equipment and Software in accordance with the refresh cycles and responsibilities described in the applicable SOW; and (iii) adopting new technologies and business processes as part of the Technology and Business Process Evolution (as further described in **Section 9.12**). The development of the Technology and Business Process Plan shall be an iterative process that Supplier shall carry out in consultation with Corporation. The timetable for finalization of the Technology and Business Process Plan shall be set each year having regard to the timetable for the Strategic Plan. Following approval by Corporation, Supplier shall comply with the Technology and Business Process Plan unless and to the extent Corporation agrees to depart from such Technology and Business Process Plan. In the event that any of the Technology and Business Process Plans are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing,

1. Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth in this Agreement.

##### Change Control.

* + 1. **General**.
       1. **Services Change Procedures.** In making any Services Change, the Parties shall comply with the Services Change procedures set forth in **Exhibit 9**.
       2. **Operational Change Procedures**. In making any change in the standards, processes, procedures, methodologies or controls or associated technologies, architectures, products, Software, Equipment, Systems or Materials provided, operated, managed, supported or used in connection with the Services, Supplier shall comply with this **Section 9.6** and the provisions of the Policy and Procedures Manual describing procedures for coordination on operational changes (collectively, “**Change Control Procedures**”).
    2. **Financial Responsibility for Changes**. Unless otherwise set forth in this Agreement or approved in accordance with **Section 4.4**, Supplier shall bear all charges, fees and costs associated with any change desired by Supplier or required by Laws applicable to the Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, Equipment, System, Services or Materials, (iii) any increase in the cost to the Eligible Recipients of operating, maintaining or supporting any impacted business process or associated Software, Equipment, System, Services or Materials, and (iv) any increase in Resource Unit usage resulting from such change. Notwithstanding anything to the contrary in this **Section 9.6(b)**, in the event that a change in Law specific to Corporation business requires that Supplier incur a material out-of-pocket expense in order to comply with such Law, then Supplier may require Corporation to either (A) reimburse Supplier for the cost of compliance, or (B) assist Supplier in its compliance such Law such that it no longer imposes an out-of- pocket cost on Supplier.
    3. **Corporation Approval – Cost, Adverse Impact**. Supplier shall make no change that may (i) increase any Eligible Recipient’s total cost of receiving the Services; (ii) require material changes to, or have an adverse impact on, any Eligible Recipient’s businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by Third Party Contractors); (iii) require any Eligible Recipients or Supplier to install a new version, release, upgrade of, or replacement for, any Software or Equipment or to modify any Software or Equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to Corporation of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of Corporation Retained Systems and Business Processes or (vii) violate or be inconsistent with Corporation Standards or Strategic Plans as specified in **Section 9.5**, without first obtaining Corporation approval, which approval Corporation may withhold in its sole discretion.
    4. **Temporary Emergency Changes**. Notwithstanding the foregoing, Supplier may make temporary changes required by an emergency if it has been unable to contact the Corporation Relationship Manager or his or her designee to obtain approval after making reasonable efforts. Supplier shall document and report such emergency changes to Corporation not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by Corporation.
    5. **Implementation of Changes**. Supplier shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, Systems or operations of the Eligible Recipients, (ii) degrade the Services then being received by them, or (iii) interfere with their ability to obtain the full benefit of the Services.
    6. **Planning and Tracking**. On a monthly basis, Supplier shall prepare, with Corporation participation and approval, a rolling quarterly “look ahead” schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Supplier against the applicable schedule.

##### Software Currency.

* + 1. **Currency of Supplier Software**. Subject to and in accordance with **Sections 6.5**, **9.5**, **9.5**(f), **9.7(c)** and the applicable SOW, Supplier shall maintain reasonable currency for Supplier Software and provide maintenance and support for new releases and versions of such Software. At Corporation direction,

Supplier shall operate, maintain and support multiple releases or versions of Supplier Software on a temporary basis for a reasonable period of time during a technology or business transition (e.g., a software upgrade or business unit acquisition) and shall do so without any increase in the applicable Charges. For purposes of this **Section 9.7(a)**, “reasonable currency” means that, unless otherwise directed by Corporation, Supplier shall (i) maintain Supplier Software at the then current Major Release, and (ii) install Minor Releases promptly or, if earlier, as requested by Corporation.

* + 1. **Currency of Third Party Software**. Subject to and in accordance with **Sections 6.5**, **9.5**, **9.5**(f), **9.7(c)** and the applicable SOW, Supplier shall maintain reasonable currency for Third Party Software for which it is financially responsible under this Agreement and provide maintenance and support for new releases and versions of Third Party Software for which it is operationally responsible. At Corporation direction, Supplier shall operate, maintain and support multiple releases or versions of Third Party Software on a temporary basis for a reasonable period of time during a technology or business transition (e.g., a software upgrade or business unit acquisition) and shall do so without any increase in the applicable Charges. In addition, unless otherwise directed by Corporation, Supplier shall keep Third Party Software within release levels supported by the appropriate third party vendor to ensure compatibility with other Software or Equipment components of the Systems. For purposes of this **Section 9.7(a)**, “reasonable currency” shall mean that, unless otherwise directed by Corporation, Supplier shall (i) maintain Third Party Software within one Major Release of the then current Major Release, and (ii) install Minor Releases promptly or earlier, if requested by Corporation.
    2. Approval. Notwithstanding **Sections 9.7(a)** and **9.7(a)** and in accordance with **Section 9.5**(f), Supplier shall confer with Corporation prior to installing any Major Release or Minor Release, shall provide Corporation with the results of its testing and evaluation and a detailed implementation plan and shall not install such Release if directed not to do so by Corporation. Where specified by Corporation, Supplier shall not install new Software releases or make other Software changes until Corporation has completed and provided formal signoff on successful user acceptance testing.
    3. **Updates by Corporation**. Except as otherwise provided in a SOW the Eligible Recipients shall have the right, but not the obligation, to install new releases of, replace, or make other changes to Applications Software or other Software for which Corporation is financially responsible under this Agreement.

##### Cost Effectiveness and Cost Reduction.

* + 1. **Efficiency and Cost Effectiveness**. Supplier shall provide the Services in a cost-effective and efficient manner consistent with the level of quality and performance required by this Agreement. Without limiting the generality of the foregoing, such actions shall include efficiently using resources for which Corporation is charged hereunder, consistent with industry norms, and compiling data concerning such efficient use in segregated and auditable form whenever possible.
    2. **Corporation Requests for Cost Reduction Proposals**. Without limiting Supplier’s obligations under **Section 9.8(a)** above, Corporation may request from time to time (but no more than semi-annually) that the Parties work together to identify ways to achieve reductions in the cost of service delivery and corresponding reductions in the Charges by modifying or reducing the nature or scope of the Services, the applicable Service Levels or other contract requirements. If requested by Corporation, Supplier shall promptly prepare a proposal at a level of detail sufficient to permit Corporation to make an informed business decision identifying all viable means of achieving the desired reductions without adversely impacting business objectives or requirements identified by Corporation. Supplier shall negotiate in good faith with Corporation about each requested reduction in Charges and, without disclosing the actual cost of providing the Services, shall identify for Corporation if and to what extent the cost of service delivery may be reduced by implementing various changes in the contract requirements. Corporation shall not be obligated to accept any proposal and Supplier shall not be obligated to implement any change to the extent Corporation does not accept the applicable proposal.

##### Unauthorized Code/Malware

* + 1. Each Party shall implement and use commercially reasonable practices to identify, screen and prevent the introduction from its systems, and shall not knowingly introduce any Malware into the other’s systems. “**Malware**” means any virus, Trojan horse, worm, spyware (such as, any program that tracks the computer’s use in some manner, including downloaded files or usernames and passwords for websites or programs), adware (such as, any program that connects to the Internet and uses the computer to host advertisements and/or possibly transmit advertisements to other computers) or other code designed or used to disable, erase, alter, or otherwise harm any computer system, program, database, data, hardware or communications system, or to consume, use, allocate or disrupt any computer resources, in a manner which is malicious or intended to damage or inconvenience. Each Party will also use reasonable efforts to prevent Malware from being introduced into the other’s systems by any third parties engaged by such Party.
    2. Supplier will not knowingly introduce, and will use commercially reasonable efforts to prevent its third parties from introducing, into any deliverables any Unauthorized Code and all Services will be performed utilizing commercially reasonable security measures. “**Unauthorized Code**” means any routine code, algorithm or hardware component designed or used to disable, erase, alter, or otherwise harm any computer system, program, database, data, hardware or communications system, or to consume, use, allocate or disrupt any computer resources, in a manner which is malicious or intended to damage or inconvenience.
    3. Without limiting Supplier’s other obligations under this Agreement, if Malware or Unauthorized Code is found in Equipment, Software or Systems provided, managed or supported by Supplier, or otherwise transferred to Corporation or an Eligible Recipient by Supplier or through the Services, Supplier shall, at no additional charge to Corporation, eliminate and reduce the effects of such Malware and Unauthorized Code and, if such Malware or Unauthorized Code causes a corruption or loss of data, Supplier shall mitigate such loss and restore such data with generally accepted data restoration techniques. Notwithstanding anything to the contrary in this Section, Supplier shall not be responsible or liable under this Section to the extent that the effects of Malware or Unauthorized Code are aggravated through Corporation failure to follow Supplier’s reasonable instructions with respect to the removal or mitigation of such Malware or Unauthorized Code.
    4. Supplier and Corporation acknowledge and agree that in no event will any limitation of damages set forth in this Agreement apply to the breach of the obligations or warranties set forth above in this **Section 9.9**.

##### Audit Rights.

* + 1. **Records Retention**. Supplier shall, and shall cause its Subcontractors to, maintain complete and accurate records of and supporting documentation for all Charges, all Corporation Data, Materials, Applications, Software, Developed Materials and Development Tools, and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, compiled, processed or stored by Supplier in the performance of its obligations under this Agreement, including all invoices and supporting documentation (the “**Contract Records**”). Supplier shall maintain such Contract Records in accordance with applicable Laws and retain Contract Records in accordance with Corporation record retention policy (as such policy may be modified from time to time and provided to Supplier in writing) during the Term and any Disengagement Services period and thereafter for the longer of (1) the period required by applicable Laws or (2) the period ending at the end of the fifth (5th) full calendar year after the calendar year in which Supplier ceased performing the Services (including Disengagement Services) (the “**Audit Period**”), provided that, at the end of the Audit Period, Supplier shall return any remaining Contract Records.
    2. **Operational Audits**. During the Audit Period, Supplier shall, and shall cause its Subcontractors to, provide to Corporation (and internal and external auditors, inspectors, regulators and other representatives that Corporation may designate from time to time, including customers, vendors, licensees and other third parties to the extent any Eligible Recipient is legally or contractually obligated to submit to audits by such entities (collectively, “**Permitted Auditors**”)) access at reasonable hours to Supplier Personnel, to Systems

used by Supplier, to the facilities at or from which Services are then being provided and to Supplier records and other pertinent information, all to the extent relevant to the Services, usage of Third Party Software and Supplier’s obligations under this Agreement. If an audit reveals a non-trivial breach of this Agreement or that Supplier is not in material compliance with a Third Party Software license agreement, Supplier shall promptly reimburse Corporation for the actual cost of such audit, any incremental follow-up audit to verify that such breach has been corrected, and, if applicable, any license fees, penalties and costs for the additional usage of Third Party Software.

* + 1. **Financial Audits**. During the Audit Period, Supplier shall, and shall cause its Subcontractors to, provide to Corporation and Permitted Auditors access during reasonable hours to Supplier Personnel and to Contract Records and other pertinent information to conduct financial audits, all to the extent relevant to the performance of Supplier’s financial obligations under this Agreement. If any such audit reveals an overcharge by Supplier, and Supplier does not successfully dispute the amount questioned by such audit in accordance with **Article 19**, Supplier shall promptly pay to Corporation the amount of such overcharge together with interest from the date of Supplier’s receipt of such overcharge at the lesser of twelve percent (12%) per annum or the maximum rate allowed by law. In addition, if any such audit reveals an overcharge of more than five percent (5%) of the audited Charges, Supplier shall promptly reimburse Corporation for the actual cost of such audit (provided the amount to be reimbursed shall not exceed the amount of such overcharge).
    2. **Audit Assistance**. Supplier shall (i) provide any assistance reasonably requested by Corporation or a Permitted Auditor in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, Systems and information available to Corporation or a Permitted Auditor in response to an audit or request for information, (iii) make copies of any data or information that Corporation or a Permitted Auditor has the right to access (which Corporation and such Permitted Auditor shall be permitted to retain), and (iv) in all cases, provide such assistance, personnel, records, Systems and information in an expeditious manner to facilitate the timely completion of such audit. The assistance provided by Supplier with respect to such audits shall be provided at no cost up to a maximum of eighty

(80) man-hours per audit. Supplier support in excess of eighty (80) man-hours will be at Corporation expense and provided on a time and materials basis at Supplier’s then-prevailing rates.

##### General Procedures.

* + - 1. Notwithstanding the intended breadth of Corporation audit rights, Corporation shall not be given access to (A) the confidential information of other Supplier customers, (B) Supplier locations that are not related to Corporation, the other Eligible Recipients or the Services, or (C) Supplier’s internal costs and personal information of Supplier Personnel, except to the extent such costs are the basis upon which Corporation is charged (e.g., reimbursable expenses, Out-of-Pocket Expenses, Administered Expenses or cost-plus Charges) and/or are necessary to calculate the applicable variable Charges.
      2. In performing audits, Corporation shall endeavor to avoid unnecessary disruption of Supplier’s operations and unnecessary interference with Supplier’s ability to perform the Services in accordance with the Service Levels.
      3. Corporation shall be given adequate private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, Internet connectivity, and any other facilities or equipment needed for the performance of the audit.
      4. Audits may be performed by Corporation or a Permitted Auditor, at Corporation sole cost and expense and no more frequently than once in any twelve (12) month period unless the immediately preceding audit revealed that Supplier was in material breach of this Agreement or Corporation has reason to believe that an ongoing material breach of this Agreement exists. Supplier may object to a Permitted Auditor selected by Corporation in the event that such auditor is a direct competitor of Supplier in which case the Parties will work together to identify an alternative auditor that is not a

direct competitor. Corporation may request an audit upon at least thirty (30) days advance notice to Company. As a condition of such audit, Company may require Corporation and or its auditor to enter a confidentiality agreement acceptable to Company. The Parties will schedule any audit at agreed time(s) and each audit participant shall comply with Company confidentiality and site security policies, procedures, and practices. Company shall give the auditors access to copies of Company records and documentation at a Company facility as may be reasonably necessary to determine the accuracy of the Charges for Services to Corporation according to generally accepted auditing principles and/or determine Company performance against agreed Service Levels in support of Corporation under this Agreement.

* + 1. **Supplier Internal Audit**. If Supplier determines as a result of its own internal audit or otherwise that it has overcharged Corporation, then Supplier shall promptly pay to Corporation the amount of such overcharge.
    2. **Supplier Response to Audits**. Supplier and Corporation shall meet promptly upon the completion of any audit conducted pursuant to this **Section 9.10** (i.e., an exit interview) and/or the issuance of an interim or final report following such an audit. Supplier shall respond to each exit interview and/or audit report in writing within thirty (30) days. Supplier and Corporation shall develop and agree upon an action plan to expeditiously address and resolve any deficiencies, concerns and/or recommendations identified in such exit interview or audit report. Supplier, at its own expense, shall then undertake remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with Supplier’s obligations under this Agreement.

##### Controls Audit.

* + - 1. In addition to its other obligations under this **Section 9.10**, Supplier shall, on an annual basis and by February 15th, cause an independent public accounting firm to produce a SOC 1 Report (each such report, “**Controls Audit Report**”) by conducting Type II multi-client audits pursuant to SSAE 16 (the “**Controls Audit**”) as pertaining to Supplier’s managed service centers for the previous calendar year. Supplier shall provide Corporation and its independent auditors (who are not a competitor of Supplier) with a copy of such opinion and the resulting Controls Audit Reports as soon as reasonably possible after the conclusion of such audit and no later than February 15th. At Corporation request at any time, Supplier shall confirm in writing that there have been no changes in the relevant policies, procedures and internal controls since the completion of such audit. The Controls Audit shall be conducted, and the resulting opinion and Controls Audit Reports shall be provided, at no additional charge to Corporation.
      2. If Supplier is unable to timely deliver to Corporation, in accordance with **Section 9.10(h)(i)** above, an unqualified opinion, or the Controls Audit reveals any deficiency or material weakness, Supplier shall (A) provide Corporation, on or before the date such opinion is delivered or due to be delivered, a written statement describing the circumstances giving rise to any delay or any qualification, (B) take such actions as shall be necessary to resolve such circumstances as soon as practicable, and

1. permit Corporation and its Permitted Auditors to perform such procedures and testing as are reasonably necessary for their assessment of the operating effectiveness of Supplier’s policies, procedures and internal controls.
   * + 1. To the extent Corporation requests that, in addition to the Controls Audit described above, Supplier conducts a Corporation-specific Controls Audit, Supplier shall do so at Corporation expense (provided that Supplier notifies Corporation of such expense, obtains Corporation prior approval of, and uses commercially reasonable efforts to minimize, such expense). If, however, Supplier undertakes additional or different Controls Audits (or equivalent audits) of Supplier Facilities in question (other than customer-specific audits requested and paid for by other Supplier customers), Supplier shall accord Corporation the rights described in the last two sentences of **Section 9.10(h)(i)** with respect to such audits, provided that Supplier makes such additional or different Controls Audit generally available to its other clients at no charge.
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     2. **Audit Costs**. Supplier shall be responsible for the costs and expenses associated with the preparation of each SSAE 16 Report for each Supplier site where Services are performed under this Agreement.

##### Subcontractors.

For purposes of this Agreement and any exhibits hereto, any consultant, independent contractor, sub-contractor, or other person or entity other than Supplier or an employee of Supplier who performs Services will be referred to as a “**Subcontractor**.” In the event that Supplier utilizes one or more Subcontractors to perform any of the Services, the following conditions, in addition to those contained elsewhere in this Agreement, will apply:

* + 1. Supplier shall provide prior notice to Corporation of any Subcontractor utilized by Supplier under this Agreement;
    2. Each Subcontractor will make himself/herself/itself available to provide services to the general public and will not perform services exclusively for Corporation;
    3. Supplier’s use of Subcontractors shall not change Supplier’s obligations to Corporation under this Agreement; and
    4. Supplier shall remain accountable and responsible for any actions by such Subcontractors in the performance of this Agreement.

##### Reserved.

* + 1. **Subcontracting of Obligations Related to Personal Data**. Notwithstanding **Section 9.11(b)** above, Supplier shall not engage a Subcontractor to perform any of Supplier’s rights or obligations concerning Personal Data without the prior written consent of Corporation. Where Supplier, with the consent of Corporation, subcontracts such rights or obligations, Supplier shall enter into a written agreement with each such Subcontractor that obligates the Subcontractor to comply with the requirements of this Agreement with respect to such Personal Data. Any pre-approved Subcontractors shall be listed in the applicable SOW, along with the components and locations of the Services to be provided by each Subcontractor.

##### Technology and Business Process Evolution.

This **Section 9.12** shall apply unless expressly otherwise agreed to in a SOW.

* + 1. **Obligation to Evolve**. Subject to **Section 9.5**, Supplier shall provide the Services using current technologies and business processes that are consistent with the industry best standards and practices leading providers of similar services that shall enable the Eligible Recipients to take advantage of the advances in the industry and support their efforts to maintain competitiveness in their markets. Supplier shall identify and propose the implementation of Technology and Business Process Evolutions that are likely to: (i) improve the efficiency and effectiveness of the Services (including cost savings); (ii) improve the efficiency and effectiveness of the services and functions performed by or for the Eligible Recipients at or from Corporation facilities; (iii) result in cost savings or revenue increases to the Eligible Recipients in areas of their business; (iv) enhance the ability of the Eligible Recipients to conduct their businesses and serve their customers; and (v) achieve the objectives of the Eligible Recipients faster and/or more efficiently.
    2. **Annual Technology and Business Process Review**. Corporation may elect to conduct an annual technology and business process review to compare Supplier’s then-current technologies and business processes against the industry best standards and practices. If any such review reveals that the technologies and business processes then utilized by Supplier are not at the level of “industry best practice”, then the

Parties shall review the results of such review and promptly establish and implement a plan to implement identified best practices.

* + 1. **Supplier Briefings**. At least semi-annually and as described in **Exhibit 6**, Supplier shall meet with Corporation to formally brief Corporation regarding Technology and Business Process Evolutions of possible interest or applicability to the Eligible Recipients. Such briefing shall include Supplier’s assessment of the business impact, performance improvements and cost savings associated with such Technology and Business Process Evolutions. Subject to its non-disclosure obligation under other customer contracts, Supplier shall obtain information regarding Technology and Business Process Evolutions from other customer engagements and shall communicate such information to Corporation on an ongoing basis.
    2. **Supplier Developed Advances**. If Supplier develops technological advances in or changes to the information technology and business processes and services and associated technologies used to provide the same or substantially similar services to other Supplier customers or Supplier develops new or enhanced processes, services, software, tools, products or methodologies to be offered to such customers (collectively, “**New Advances**”), Supplier shall, subject to **Section 4.3** and **Exhibit 6**, (i) offer Corporation the opportunity to serve as a pilot customer in connection with the implementation of such New Advances; and

(ii) if Corporation declines such opportunity, offer Corporation preferred access to such New Advances and the opportunity to be among the first of the Supplier customer base to implement and receive the benefits of any New Advances.

* + 1. **Included in Charges**. Supplier shall deploy, implement, maintain and support Technology and Business Process Evolution and New Advances and such Technology and Business Process Evolution and New Advances shall be included in the Charges except as set forth in the applicable SOW or to the extent such implementation constitutes a New Service.

##### Notice of Adverse Impact.

If Supplier becomes aware of any failure by Supplier to comply with its obligations under this Agreement or any other situation (a) that has impacted or reasonably could impact the maintenance of any Eligible Recipient’s financial integrity or internal controls, the accuracy of any Eligible Recipient’s financial, accounting, safety, security, manufacturing/production quality or human resources records and reports, or compliance with Corporation Rules, Corporation Standards or applicable Laws, or (b) that has had or reasonably could have any other material adverse impact on the Services in question or the business operations or reputation of the Eligible Recipients, then Supplier shall expeditiously notify Corporation of such situation and the impact or expected impact and Supplier and Corporation shall meet to formulate and implement an action plan to rectify such situation and minimize or eliminate such impact.

##### Force Majeure.

If and to the extent a Party’s performance of any of its obligations under this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes or any other causes of a similar nature beyond the reasonable control of such Party (each, a “**Force Majeure Event**”), and such non-performance, hindrance or delay occurs notwithstanding the taking of reasonable precautions by the non-performing, hindered or delayed Party, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use commercially reasonably efforts to promptly recommence performance, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will promptly (but in all cases within forty eight (48) hours) notify the other Party of the occurrence of the Force Majeure Event, describing in reasonable detail the nature of the Force Majeure Event. The occurrence of a Force Majeure Event does not excuse, limit or otherwise affect the affected Party’s obligation to (i) implement an agreed Business Continuity Plan/Disaster Recovery Plan (BCP/DRP) as applicable and restore the Services in accordance with such BCP/DRP unless such obligation is prevented, hindered or delayed by such Force

Majeure event, and (ii) comply with its confidentiality and security obligations under this Agreement. If a Party’s performance is prevented, hindered or delayed by a Force Majeure Event for more than thirty (30) continuous days, then the other Party shall have the right to terminate the affected Services without cause and without termination fee. This termination right must be exercised by written notice within sixty (60) days of the relevant Force Majeure Event and is subject to payment for Services performed to the effective date of such termination.

**Disaster Recovery Services**. Upon the occurrence of a Force Majeure Event that constitutes a disaster under the applicable disaster recovery/business continuity plan, Supplier shall promptly implement, as appropriate, such disaster recovery/business continuity plan and provide disaster recovery and business continuity services as described in such plan. The occurrence of a Force Majeure Event shall not relieve Supplier of its obligation to implement the applicable disaster recovery/business continuity plan and provide disaster recovery and business continuity services.

##### Specialized Services.

Upon Corporation request, Supplier shall provide the Eligible Recipients with prompt access to Supplier’s specialized services, personnel and resources pertaining to information technology and business process standards, processes and procedures and associated software, equipment and systems on an expedited basis taking into account the relevant circumstances (the “**Specialized Services**”). The Parties acknowledge that the provision of such Specialized Services may, in some cases, constitute New Services for which Supplier is entitled to additional compensation, but in no event shall Supplier be entitled to any additional compensation for New Services under this **Section 9.15** unless the Corporation Relationship Manager and Supplier Account Manager, or their authorized designee, expressly agree upon such additional compensation or Supplier’s entitlement to additional compensation is established through the dispute resolution process. If Corporation authorizes Supplier to provide Specialized Services but the Parties disagree as to whether such authorized Specialized Services constitute New Services, Supplier shall proceed with the provision of such Specialized Services and the disagreement shall be submitted to dispute resolution pursuant to **Article 19**.

##### CORPORATION RESPONSIBILITIES.

##### Responsibilities.

In addition to Corporation responsibilities as expressly set forth elsewhere in this Agreement, Corporation shall be responsible for the following:

* + 1. **Corporation Relationship Manager**. Corporation shall designate one (1) individual to whom all Supplier communications concerning this Agreement may be addressed (the “**Corporation Relationship Manager**”), who shall have the authority to act on behalf of the Eligible Recipients in all day-to-day matters pertaining to this Agreement. Corporation may change the designated Corporation Relationship Manager from time to time by providing notice to Supplier. Additionally, Corporation shall have the option, but shall not be obligated, to designate additional representatives who shall be authorized to make certain decisions (e.g., regarding emergency maintenance) if the Corporation Relationship Manager is not available.
    2. **Cooperation**. Corporation shall cooperate with Supplier by, among other things, making available, as reasonably requested by Supplier, management decisions, information, approvals and acceptances so that Supplier may accomplish its obligations and responsibilities hereunder.
    3. **Requirement of Writing**. Without limiting **Sections 21.2**, **21.3** or **21.8**, to the extent Supplier is required under this Agreement to obtain Corporation approval, consent, authorization, designation or agreement, such approval, consent, authorization, designation or agreement shall (i) be in writing from the Corporation Relationship Manager or an authorized Corporation representative designated by the Corporation Relationship Manager in writing, (ii) expressly state an intent to approve, consent, authorize, designate or agree and (iii) be either physically signed or transmitted with an email message with the sender’s name

typed at the end of the message. Notwithstanding the preceding sentence, but subject to **Sections 21.2**, **21.3** and **21.8**, the Corporation Relationship Manager may agree in advance in writing that as to certain specific matters oral approval, consent, authorization, designation or agreement shall be sufficient.

##### Supplier Excused Performance.

Supplier’s failure to perform its obligations under this Agreement (including meeting the Service Levels) shall be excused only if and to the extent such Supplier non-performance is caused by (i) the wrongful or tortious actions of an Eligible Recipient or a Third Party Contractor performing obligations on behalf of Corporation under this Agreement, or (ii) the failure of an Eligible Recipient or such a Third Party Contractor to perform Corporation obligations under this Agreement (in each case, unless and to the extent, as to Third Party Contractors, such failure is attributable to Supplier’s failure to properly manage such Third Party Contractor), but only if (A) Supplier expeditiously gives Corporation notice of such wrongful or tortious action or failure to perform (which notice shall describe in reasonable detail Supplier’s inability to perform under such circumstances), (B) Supplier provides Corporation with every reasonable opportunity to correct such wrongful or tortious action or failure to perform and thereby avoid such Supplier non-performance, (C) Supplier identifies and pursues all commercially reasonable means to avoid or mitigate the impact of such wrongful or tortious action or failure to perform, (D) Supplier uses commercially reasonable efforts to perform notwithstanding such wrongful or tortious action or failure to perform, and (E) Supplier conducts a Root Cause Analysis and thereby demonstrates that such wrongful or tortious action or failure to perform is the cause of Supplier’s non- performance. Supplier acknowledges and agrees that the circumstances described in this **Section 10.2**, together with **Section 9.14**, are the only circumstances in which its failure to perform its obligations under this Agreement (including meeting the Service Levels) shall be excused and that Supplier shall not assert any other act or omission of an Eligible Recipient or a Third Party Contractor as excusing any such failure on Supplier’s part.

##### CHARGES.

##### General.

* + 1. **Payment of Charges**. In consideration of Supplier’s performance of the Services, Corporation agrees to pay Supplier the applicable Charges specified in the applicable SOW. Such Charges shall fully compensate Supplier for providing the Services. Corporation shall not be required to pay Supplier any amounts for the Services in addition to such Charges. Supplier acknowledges and agrees that there are no separate or additional costs, expenses, charges, fees or other amounts to be paid to Supplier for such Services. All costs, expenses, charges, fees or other amounts incurred by Supplier prior to the Effective Date are included in the Charges and are not to be separately paid or reimbursed by Corporation. Supplier shall continually seek to identify methods of reducing such Charges and shall notify Corporation of such methods and the estimated potential savings associated with each such method.
    2. **Incidental Expenses**. Supplier acknowledges that, except as expressly provided otherwise in this Agreement, a SOW, or a Work Order, expenses that Supplier incurs in performing the Services (including management, travel and lodging, document reproduction and shipping and long-distance telephone) are included in the Charges and are not separately reimbursable by Corporation unless Corporation has agreed in writing in advance to reimburse Supplier for such expenses and (ii) to the extent applicable, such costs and expenses are in compliance with Corporation Travel Policy set forth in **Exhibit 3**.
    3. **Proration**. Periodic Charges under this Agreement are to be computed on a calendar month basis, and shall be prorated for any partial month on a calendar day basis.
    4. **Charges for Contract Changes**. Unless otherwise agreed, changes in the Services and changes in the rights or obligations of the Parties under this Agreement (collectively, “**Contract Changes**”) shall result in changes in the applicable Charges only if and to the extent (i) this Agreement expressly provides for a change in the Supplier Charges in such circumstances (for example, **Section 4.3**); (ii) the agreed upon Charges or pricing methodology expressly provides for a price change in such circumstances (for example,

the applicable SOW specifies the number of FTEs or hours of coverage to be provided for the quoted price); or (iii) the Contract Change meets the definition of billable Project or New Service and additional Charges are applicable in accordance therewith.

##### Eligible Recipient Services.

* + - 1. **New Eligible Recipients**. From time to time Corporation may request that Supplier provide Services to Eligible Recipients not previously receiving such Services. Except as provided in **Section 4.3** or otherwise agreed in writing by the Parties, such Services shall be performed in accordance with the terms and conditions (including Charges) then applicable to the provision of the same Services to existing Eligible Recipients.
      2. **Existing Supplier Customer**. If an Eligible Recipient acquires an Entity or desires to add an existing Affiliate as an Eligible Recipient, and such Entity has an existing contract with Supplier for services similar to those provided under any SOW, Corporation may, in its discretion, designate such Entity as an Eligible Recipient under this Agreement and, subject to the mutual agreement of the Parties, terminate the other contract for convenience or terminate this Agreement for convenience and roll the Service then being provided hereunder under the other contract. In either event, Supplier shall reduce and/or rollover to the extent possible the applicable termination charges and/or wind-down expenses Corporation would otherwise be obligated to pay in connection with such a termination. Supplier shall require Corporation to pay only reasonable and unavoidable wind-down expenses, and only to the extent such items cannot be rolled into the applicable termination charges under the surviving contract.
      3. **Election Procedure**. In the event of a transaction described in clause **(c)** or **(d)** of the definition of Eligible Recipient in **Exhibit 1**, Corporation may elect, on behalf of the Entity in question, either (A) that such Entity shall continue to obtain some or all of the Services subject to and in accordance with the terms and conditions (including Charges) of this Agreement for the remainder of the Term, (B) that such Entity shall obtain some or all of the Services under a separate agreement between Supplier and such Entity containing the same terms and conditions (including Charges) as this Agreement or

1. that such Entity shall no longer receive some or all the Services as of a specified date, subject to its receipt of Disengagement Services pursuant to **Section 20.3**. If the Services are provided under a

separate agreement, Corporation shall have no obligation to pay any fees in relation to the Services provided to such Entity. If such a separate agreement is entered into, as part of creating such separate agreement, the Parties shall allocate Charges, volume and/or revenue sensitive measures and the Termination Charges between Corporation and such Entity as mutually agreed to by all Parties,.

##### Administered Expenses.

* + 1. **Procedures and Payment**. Except as explicitly specified in the applicable SOW, all costs and expenses incurred by Supplier in connection with a Project and this Agreement will be the responsibility of Supplier. In addition, Supplier acknowledges and agrees that it has not and will not incur any costs or expenses in reliance on securing this or any other business of Corporation. Notwithstanding the foregoing, Corporation will reimburse Supplier for reasonable out-of-pocket costs and expenses incurred by Supplier in connection with a Project; provided, however, that Supplier must first obtain Corporation pre-approval of all such costs and expenses in writing. Corporation agrees to reimburse Supplier within thirty (30) days of invoice from all such approved costs and expenses.
    2. Unless otherwise agreed by the Parties, Corporation shall pay all Administered Expenses directly to the applicable vendors following review, validation and approval of such Administered Expenses by Supplier. Before confirming any Administered Expenses for payment, Supplier shall (i) review and validate the invoiced charges, (ii) identify any errors or omissions, and (iii) communicate to Corporation any such errors or omissions and supporting detail. Supplier shall deliver to Corporation the original vendor invoice, together with any documentation supporting such invoice and a statement that Supplier has reviewed and validated the invoiced charges, promptly but in any event within thirty (30) days after Supplier’s receipt

thereof. All Services to be performed by Supplier with respect to Administered Expenses are included in the Charges. Supplier shall not charge any handling or administrative charge in connection with its processing or review of Administered Expenses.

* + 1. **Efforts to Minimize**. Supplier shall continually seek to identify methods of reducing and minimizing Corporation retained expenses and Administered Expenses and shall notify Corporation of such methods and the estimated potential savings associated with each such method.

##### Taxes.

Charges for Services do not include any duties, levies, and other similar charges, (domestic or foreign) federal, state, county, or local sales, use, value added tax (VAT), withholding, property (ad valorem), stamp or other similar taxes, or customs, duties or landing fees, or other government charges however designated, whether levied on the seller or the buyer and whether based on price, charge, product, service, use, or this Agreement. Corporation will pay any of these items Supplier becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the gross or net income of Supplier.

##### Extraordinary Events.

* + 1. **Definition**. As used in this Agreement, an “**Extraordinary Event**” shall mean a circumstance in which an event or discrete set of events has occurred or is planned with respect to the business of the Eligible Recipients that results or shall result in a change in the scope, nature or volume of the Services that the Eligible Recipients shall require from Supplier, and which is expected to cause the estimated average monthly usage of any chargeable resource to increase or decrease by twenty-five percent (25%) or more from the actual average monthly usage for the preceding twelve (12) months (or, if less, the number of months for which such data is available), provided that such increase or decrease is not temporary or seasonal and persists or is expected to continue for three or more months, and that such decrease is not due to Corporation resuming the provision of Services itself or transferring the performance of the Services to another service provider. Examples of the kinds of events that might cause such substantial increases or decreases include the following: (i) changes in the locations where the Eligible Recipients operate; (ii) mergers, acquisitions, divestitures or reorganizations of the Eligible Recipients; (iii) changes in the method of service delivery; (iv) changes in the applicable regulatory environment; or (v) changes in the business units being serviced by Supplier.
    2. **Consequence**. If an Extraordinary Event occurs, Corporation may, at its option, request more favorable pricing with respect to applicable Charges. Such equitable adjustments shall be based on the Supplier's costs (including appropriate indirect and overhead costs) and related profit that can be eliminated by Supplier in the event of an extraordinary reduction.

##### Refundable Items.

* + 1. **Prepaid Amounts**. If any Eligible Recipient has prepaid a third party for any goods, services, functions or resources for which Supplier is assuming financial responsibility under this Agreement, Supplier shall promptly credit to the applicable Eligible Recipient, upon either Party identifying the prepayment, that portion of such prepaid amount which is attributable to periods after the Commencement Date.
    2. **Refunds and Credits**. If Supplier should receive a refund, credit, discount, rebate or other incentive for goods or services paid for by an Eligible Recipient, Supplier shall (i) notify Corporation of such refund, credit, discount, rebate or other incentive and (ii) promptly pay the full amount of such refund, credit, discount, rebate or other incentive to such Eligible Recipient.

##### Corporation Benchmarking Reviews.

* + 1. **Benchmarking Review**. After twelve (12) months from the Commencement Date and no more than once in any twelve (12) month period during the Term, Corporation may, at its expense and subject to this

**Section 11.6**, engage the services of an independent third party (a “**Benchmarker**”) to compare the Services Charges against the charges of other well managed service providers performing similar services to determine if Corporation is receiving from Supplier pricing and levels of service that are competitive with market rates and prices, given the nature, quality, volume and type of Services provided by Supplier hereunder (“**Benchmarking**”). In making this comparison, the Benchmarker shall consider the following normalization factors and other similar variables as and to the extent appropriate: (i) whether and to what extent supplier transition charges are paid by the customer as incurred or amortized over the term of the applicable agreement; (ii) the extent to which supplier pricing includes the purchase of the customer’s existing assets; (iii) the extent to which supplier pricing includes the cost of acquiring future assets; (iv) the extent to which the agreement calls for supplier to provide and comply with unique customer requirements; and (v) whether Service Taxes are included in such pricing or stated separately in supplier invoices.

* + 1. **General**. The Benchmarker engaged by Corporation shall be a nationally recognized firm with experience in benchmarking similar services (e.g., Gartner Group or ISG) that is not a direct competitor of Supplier with respect to the Services being Benchmarked. If the Benchmarker has executed a non-disclosure agreement with Corporation, Corporation shall have the right to disclose Supplier’s confidential information to the Benchmarker solely for purposes of conducting the Benchmarking and limited to that confidential information that is required for the Benchmarker to perform its services. Supplier shall cooperate fully with Corporation and the Benchmarker during such effort, and shall (i) provide the Benchmarker reasonable access to any premises, equipment, personnel, data and documents; and (ii) provide any reasonable assistance required by the Benchmarker to conduct the Benchmarking, all at Supplier’s cost and expense. The Benchmarking shall be conducted so as not to disrupt Supplier’s operations under this Agreement..
    2. The Parties shall be given adequate opportunity to comment on the method and data employed by the Benchmarker. The Benchmarker will render its preliminary report not later than sixty (60) days after initiating the benchmarking study. The Parties will have ten (10) business days to comment thereon. The final report will be delivered to the Parties not later than thirty (30) days after the Benchmarker receives final comments from the Parties. Any delays to this time frame must be agreed to by the Parties.
    3. **Result of Benchmarking**. If, after making the comparison described in **Section 11.6(a)**, the Benchmarker finds that the Charges paid by Corporation for all Services in an applicable SOW for any service elements are greater than the lowest twenty-five percent (25%) of the normalized sample used in the Benchmarking process (the “**Benchmark Standard**”), the Benchmarker shall submit a written report to both Parties setting forth such findings and conclusions. The Parties shall then meet and negotiate in good faith as to reductions in the Charges to eliminate any such unfavorable variance. In order to implement any agreed changes and create the necessary audit trail, Supplier will initiate a Change Request to be approved by Corporation such that any adjustments will be effective from the next invoice date after the approved Change Request is implemented. If a Party disputes the benchmark result or the Parties are unable to agree upon such reductions Corporation may, at its option, terminate the applicable SOW in its entirety or any portion impacted by such unfavorable variance. If Corporation elects to terminate on this basis, Corporation shall not be obligated to pay any Termination Charges.

##### Financial Forecasting and Budgeting Support.

To support Corporation forecasting and budgeting processes, Supplier shall provide the following information regarding the costs to be incurred by the Eligible Recipients in connection with the Services and the cost/benefit to the Eligible Recipients associated therewith: (a) actual and forecasted utilization of Resource Units; (b) actual and forecasted changes in the total cost or resource utilization of the Eligible Recipients associated with changes to the environment; (c) opportunities to modify or improve the Services, and opportunities to reduce the Charges, Administered Expenses or retained expenses incurred by Corporation; and (d) a review of the amounts that the applicable SOW(s) projected Corporation would pay Supplier over the prior twelve (12) month period versus the actual amounts that Corporation paid Supplier for the Services during such period, and if such actual amounts are greater than those projected in the applicable SOW(s), a justification explaining such

variance. Such information shall be provided at Corporation request, and at no additional charge to Corporation, in accordance with the schedule reasonably established by Corporation.

* 1. Intentionally Left Blank
  2. **Inflation Adjustment**. If adjustments to the Charges based upon changes in an agreed inflation index are specified in a respective SOW, such adjustments or Charges shall apply to that SOW **Intentionally Left Blank**.

##### INVOICING AND PAYMENT.

* 1. **Invoicing**.
     1. Supplier will submit to Corporation detailed invoices for the Charges as agreed upon in the applicable SOW and, provided that Supplier has performed the applicable Services (or a portion of the Services as described in the submitted invoice), Corporation agrees to pay such undisputed amounts in full within forty-five (45) days after receipt. Payment of the Charges will be Corporation sole financial obligation to Supplier for the performance of any and all Services pursuant to such SOW and this Agreement. If Corporation disputes in good faith any portion of the amount in an invoice submitted by Supplier, Supplier shall resubmit to Corporation a new invoice for the undisputed amount and Corporation shall pay the portion of the amount stated in the invoice. Corporation shall notify Supplier in writing (within fifteen (15) business days of receipt of invoice) of the reasons for disputing the invoice. Such disputes will be resolved via the Services governance process set forth in a SOW.
     2. **Time Limitation**. If Supplier fails to provide an invoice to Corporation for any amount more than ninety

(90) days after the month in which the Services in question are rendered or the expense incurred (or, if later, the month in which Supplier is first entitled to invoice for such amount), then Supplier waives any right it may otherwise have to invoice for and collect such amount.

* + 1. **Currency**. Unless otherwise specified in the applicable SOW, Charges for all Services shall be invoiced and paid in United States Dollars.

##### Set Off.

With respect to any amount to be paid or reimbursed by Corporation under this Agreement, Corporation may set off against such amount any amount that Supplier is obligated to pay Corporation under this Agreement, provided that Corporation may not set off such amounts if they are subject to a good faith dispute between the Parties until such dispute has been resolved.

##### Disputed Charges.

Corporation shall pay all undisputed Charges in an invoice per the terms of this Agreement, but may withhold payment of any Charges as set forth below that Corporation reasonably disputes in good faith subject to the following:

* + 1. **Notice of Dispute**. If Corporation disputes any Charges, Corporation shall so notify Supplier and provide a description of the particular Charges in dispute and an explanation of the reason why Corporation disputes such Charges.
    2. **Continued Performance**. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.
    3. **No Waiver**. Neither the failure to dispute any Charges prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right Corporation may otherwise have to dispute any Charge or recover any amount previously paid.
    4. **Modified Invoice**. Upon the resolution of such dispute, Supplier shall prepare and transmit to Corporation a modified invoice to correct such disputed charges in the original invoice as agreed to, and reflecting Corporation prior payment of undisputed amounts pursuant to this **Section 12.3.** Upon receipt of such modified invoice, Corporation shall pay the now undisputed charges in accordance with the terms of this **Article 12**.

##### CORPORATION DATA AND OTHER CONFIDENTIAL INFORMATION.

* 1. **Confidential Information**.

Nothing in this **Section 13.1** is intended to limit the obligations of Supplier under **Sections (**a) and **13.3** of this Agreement with respect to the Corporation Confidential Information addressed in such Sections and, to the extent the provisions of **Sections (**a) or **13.3** conflict with the provisions of this **Section 13.1** as they pertain to Corporation Confidential Information, the provisions of **Sections (**a) or **13.3** shall control over the provisions of **Section 13.1**, as applicable.

##### Disclosure of Confidential Information.

* + - 1. During the Term and at all times thereafter, each receiving Party (A) shall hold Confidential Information received from a disclosing Party in confidence and shall use or disclose such Confidential Information only for the purposes of fulfilling its obligations or exercising or enforcing its rights under this Agreement and for no other purposes, and (B) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the disclosing Party to any third party (except (1) the receiving Party’s Subcontractors, auditors, accountants, consultants or similar professionals and (2) the receiving Party’s attorneys) without the express written permission of the disclosing Party (which permission is hereby granted in certain circumstances in **Sections 13.1(a)(ii)** and **13.1(a)(iii)**). Each receiving Party shall use at least the same degree of care to safeguard and to prevent unauthorized access, disclosure, publication, destruction, loss, alteration or use of the disclosing Party’s Confidential Information as the receiving Party employs to protect its own information (or information of its customers) of a similar nature, but not less than reasonable care.
      2. A receiving Party may disclose Confidential Information of the disclosing Party to its employees, officers, directors, auditors, attorneys, tax advisors, consultants, financial advisors and similar professionals, and contractors and agents provided that (A) such person or Entity has a need to know the Confidential Information (1) for purposes of performing his, her or its obligations under or with respect to this Agreement, (2) to enforce the receiving Party’s rights under or with respect to this Agreement, or (3) as otherwise naturally required by such person’s or such Entity’s scope of responsibility; (B) such person or Entity is held to obligations of confidentiality that are no less stringent than those set forth in this **Section 13.1**; and (C) such disclosure is not in violation of Law. The receiving Party assumes full responsibility for the acts or omissions of any person or Entity to whom it discloses Confidential Information of the disclosing Party regarding their use of such Confidential Information.
      3. A receiving Party may disclose Confidential Information of a disclosing Party as required to satisfy any Law, provided that, promptly upon receiving any such request, the receiving Party, to the extent it may legally do so, gives notice to the disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure so that the disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The receiving Party shall reasonably cooperate with the disclosing Party in its efforts to

seek a protective order or other appropriate remedy or, if such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information.

* + - 1. Unless expressly permitted by this Agreement, neither Party shall (A) make any use or copies of the Confidential Information of the other Party except as expressly contemplated by this Agreement, (B) possess or acquire any right in or assert any lien against the Confidential Information of the other Party, (C) sell, assign, transfer, lease, encumber, or otherwise dispose of or disclose the Confidential Information of the other Party to third parties, (D) commercially exploit, or permit a third party to commercially exploit, such Confidential Information, or (E) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party’s Confidential Information (including any copies thereof) to the other Party if requested to do so.
      2. Notwithstanding the foregoing, the terms and conditions of this Agreement that are specific to this transaction (as opposed to the terms and conditions proposed by Corporation as they existed prior to negotiation of this Agreement, which belong to Corporation), including the Charges and the Service Levels (collectively, the “**Agreement Terms**”), shall be deemed to be the Confidential Information of each Party, but not the existence of the Agreement and not general descriptions of the Services. Each Party shall have the right to disclose the Agreement Terms without notice to or consent of the other Party as necessary to enforce any of that Party’s rights or to perform their obligations as set forth in this Agreement, in connection with any audit or Benchmarking, in connection with any potential merger, sale or acquisition of Supplier or an Eligible Recipient (as the case may be), or a sale or transfer of a portion of the business of an Eligible Recipient which business relies, in whole or in part on the Services hereunder, in connection with Supplier or an Eligible Recipient (as the case may be) obtaining any financing or investment, or as otherwise permitted in this **Article 13**. The Eligible Recipients shall have the right to disclose the Agreement Terms (as part of any public regulatory filings or otherwise) upon at least ten (10) business days’ notice to Supplier to the extent required by rules or regulations promulgated by the SEC or any similar governmental or regulatory body having jurisdiction over such Eligible Recipient in any country or jurisdiction, provided that the Parties shall cooperate and seek to minimize disclosure through redaction consistent with such rules and regulations. Corporation may disclose Confidential Information relating to the financial or operational terms of this Agreement (e.g., applicable Service Levels) in connection with the solicitation of proposals for or the procurement of the same or similar services from prospective Third Party Contractors; provided, however, Corporation may not divulge Supplier’s pricing for the Services in connection with any such solicitation or procurement. For any redaction efforts, the Parties shall cooperate in good faith to agree upon the appropriate redactions within a timeframe that permits the Eligible Recipient to comply with applicable Laws.
    1. **Exclusions**. Notwithstanding the above, **Section 13.1(a)** shall not apply to any particular information that the receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the receiving Party’s or a third party’s confidentiality obligations; (ii) after disclosure to it, is published by the disclosing Party or otherwise becomes generally available to the public other than through a breach of the receiving Party’s or a third party’s confidentiality obligations; (iii) was lawfully in the possession of the receiving Party immediately prior to the time of disclosure to it without obligation of confidentiality; (iv) is received from a third party having a lawful right to possess and disclose such information; or (v) is independently developed by the receiving Party without reference to the disclosing Party’s Confidential Information. The exclusions in this **Section 13.1(b)** shall not apply to Personal Data.
    2. **Loss of Confidential Information**. Each Party shall (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party’s Confidential Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) provide reasonable cooperation to the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use all commercially

reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 13.1(c)**.

* + 1. **No Implied Rights**. Nothing contained in this **Section 13.1** shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights, title, or interest (including license) in or to any Confidential Information of the other Party.
    2. **Return or Destruction of Confidential Information**. Promptly following a request by the disclosing Party to return or destroy their Information, the receiving Party must, at the disclosing Party’s discretion, either return to the disclosing Party all Confidential Information (including all copies/derivatives thereof); or certify in writing to the disclosing Party that such Confidential Information (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved. In no event shall the receiving Party withhold any Confidential Information of the disclosing Party as a means of resolving any dispute. Notwithstanding the foregoing, the receiving Party may retain one copy of the disclosing Party’s Confidential Information in its legal department as and to the extent required to comply with applicable Laws or enforce its rights under this Agreement; provided that such Confidential Information shall be returned or destroyed in accordance with this provision upon the expiration of the period specified in the applicable Law, the expiration of the applicable statute of limitations and the final resolution of any pending dispute.

##### Corporation Data.

Nothing in this **Section 13.1**(a) is intended to limit the obligations of Supplier under **Section 13.1** or **13.3** of this Agreement with respect to the Confidential Information addressed in such Sections. To the extent that the provisions pertaining to Corporation Data in **Section 13.1**, this **Section 13.1**(a), and **Section 13.3** conflict, the provisions of **Section 13.3** shall control over the provisions of this **Section 13.1**(a), and both such Sections shall control over the provisions of **Section 13.1**.

* + 1. **Ownership of Corporation Data**. Corporation Data shall be and remain, as between the Parties, the property of the relevant Eligible Recipient regardless of whether Supplier or Corporation is in possession of Corporation Data. Corporation Data shall be made available to Corporation, upon its request, in real time by the means and in the form and format as reasonably requested by Corporation. At no time shall Corporation Data be stored or held by Supplier in a form or manner not readily accessible to Corporation in this manner.

##### Safeguarding of Corporation Data.

* + - 1. Supplier and Subcontractors to whom Corporation Data is provided shall maintain a data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Corporation Data in the possession of Supplier or such Subcontractors, and which shall be, (A) no less rigorous than those maintained by Supplier for its own information of a similar nature, (B) no less rigorous than accepted security standards in the industry, (C) adequate to meet the requirements of Corporation privacy, security and records retention policies that are made known to Supplier as each may be modified and replaced from time to time; and (D) no less rigorous than required by applicable Laws. In the event that any of the Corporation privacy, security and records retention policies are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth in this Agreement.

The data security program and associated technical, organizational and security measures shall comply in all material respects with (i) the Corporation Standards, and (ii) the Information Security Management System (ISMS) family of standards as published by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC), also known as the ISO/IEC 27000 series, as each may be modified or replaced from time to time.

The content and implementation of the data security program and associated technical, organizational and security measures shall be fully documented in writing by Supplier. Supplier shall permit Corporation to review such documentation and/or to inspect Supplier’s compliance with such program in accordance with **Section 19.10**.

* + - 1. Subject to any restriction in contracts with Supplier’s other customers, Supplier shall advise Corporation of data security practices, procedures and safeguards in effect for other Supplier customers that, in Supplier’s reasonable judgment, are (1) relevant to the Services being provided under the Agreement and (2) exceed relevant industry standards pertaining to the Services. If requested by Corporation, Supplier shall, to the extent reasonably practicable and subject to the Change Control Procedures and **Exhibit 9**, implement such enhanced practices, procedures, and safeguards with respect to its provision of Services to Corporation hereunder.
      2. Corporation shall have the right to establish backup security for any Corporation Data and to keep backup copies of such Corporation Data in its possession if it chooses. At Corporation request, Supplier shall provide Corporation with downloads of Corporation Data to enable Corporation to maintain such backup copies.
      3. Supplier shall promptly notify the Corporation Relationship Manager when Supplier detects or is notified of any actual, potential or suspected security breach that results or may have resulted in unauthorized destruction, loss, alteration or theft of, or unauthorized access to, Corporation Data (each such incident, a “**Security Incident**”). Notwithstanding the foregoing, unless the facts and circumstances surrounding a potential Security Incident indicate is likely to be confirmed, then then Supplier may withhold its notification of a *potential or suspected* Security Incident to Corporation for a period of up to forty-eight (48) hours from the time it first identifies such potential or suspected Security Incident, provided that Supplier shall notify Corporation if it has been unable to rule out a Security Incident within such forty-eight (48) hour period, and will in any event notify Corporation within twenty-four (24) hours of confirming any Security Incident. Supplier shall investigate (with Corporation participation if so desired by Corporation) each Security Incident and mitigate the adverse effects of each Security Incident. Supplier shall correct, at Corporation request and sole discretion and at no additional charge to Corporation, any destruction, loss or alteration of any Corporation Data arising from or in connection with each Security Incident. With respect to each Security Incident, Supplier shall promptly (and in any event as soon as reasonably practical) (A) perform a Root Cause Analysis and prepare a corrective action plan, (B) provide Corporation with written reports and detailed information, including how and when such Security Incident occurred and what actions Supplier is taking to remedy such Security Incident, (C) cooperate in the investigation of such Security Incident at Corporation request, (D) reimburse Corporation for its costs of notifying any individuals and/or authorities of such Security Incident if Corporation, in its good faith judgment, considers notification necessary, and (E) to the extent the actual, potential or attempted security breach underlying such Security Incident is within Supplier’s or its Subcontractor’s or Affiliate’s areas of control, remediate such actual, potential or attempted security breach and take commercially reasonable actions to prevent its recurrence.
      4. To the extent Supplier removes Corporation Data from any media under its control that is taken out of service, Supplier shall destroy or securely erase such media in accordance with the Policy and Procedures Manual. Under no circumstances shall Supplier use or re-use media on which Corporation Data has been stored for any purpose unless such Corporation Data has been securely erased in accordance with the Policy and Procedures Manual.
    1. **Correction of Corporation Data**. The correction of any errors or inaccuracies in or with respect to Corporation Data shall be performed by Supplier at its sole cost and expense if (i) Supplier is operationally responsible for inputting such data, or (ii) such errors or inaccuracies are attributable to the failure of Supplier or Supplier Personnel to comply with Supplier’s obligations under this Agreement.
    2. **Restoration of Corporation Data**. Without limiting Supplier’s obligations under **Section 13.2(b)(iv)**, the restoration of any destroyed, lost or altered Corporation Data shall be performed by the Party that has operational responsibility for maintaining the System on which such Corporation Data resides and for creating and maintaining backup copies of such Corporation Data. To the extent (i) Supplier is operationally responsible for performing such restoration or (ii) such destruction, loss or alteration is attributable to the failure of Supplier or Supplier Personnel to comply with Supplier’s obligations under this Agreement, Supplier shall bear the cost of restoring such data.
    3. **Cardholder Data**. To the extent applicable to the Services provided by Supplier under a SOW, Supplier shall comply with the Payment Card Industry Data Security Standard (“**PCI DSS**”). Supplier shall use Cardholder Data only for assisting in completing a card transaction, for fraud control services, or as specifically agreed to by Visa, MasterCard, American Express, and/or Discover (collectively, the “**Issuers**”), Corporation, or as required by applicable Law. In the event of a breach or intrusion of or otherwise unauthorized access to Cardholder Data stored by or for Supplier, Supplier shall immediately notify Corporation, in writing, and provide Corporation or its designee, the Issuers, and the acquiring financial institution and their respective designees access to Supplier’s facilities and all pertinent records to conduct a review of Supplier’s compliance with these requirements. Supplier shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of Supplier’s primary data systems which involve a risk to Cardholder Data. Supplier shall provide access to its security systems and procedures, as reasonably requested by Corporation or its designee. Supplier shall cooperate fully with any reviews of its facilities and records provided for in this **Section 13.2(e)**.

##### Personal Data.

* + 1. **Privacy Laws**. Supplier acknowledges that the Corporation Data is subject to Privacy Laws. Supplier represents, warrants and covenants that it adheres to and is certified under, and during the Term shall continue to adhere to and remain certified under, the United States Department of Commerce U.S.-EU Privacy Shield and U.S.-Switzerland Safe Harbor Frameworks and Principles. In addition to its other obligations under this Agreement, subject to **Section 15.7**, Supplier shall comply with all applicable Laws (including Privacy Laws) with respect to the Corporation Data and the Services. Supplier also shall hold any Personal Data that it receives in confidence and in compliance with (i) Supplier’s obligations under this Agreement, the SOWs, Exhibits and Attachments hereto, the Policy and Procedures Manual and the Corporation Privacy Policy and (ii) the global data privacy policies of any self-regulatory organizations to which any Eligible Recipient belongs and that are applicable to Supplier in its role as a third party supplier to the Eligible Recipients in relation to Corporation Data. In addition, and without limiting the foregoing, Supplier shall provide Corporation with all assistance as Corporation may reasonably require to fulfill the responsibilities of Corporation and the other Eligible Recipients under Privacy Laws. Supplier shall not use terms of use or privacy statements that vary from this Agreement or enter into separate agreements between Supplier and Authorized Users or other individuals of Eligible Recipients that offer less protection with respect to the Personal Data of Authorized Users or other individuals’ Personal Data than the protections provided in this Agreement.
       1. Unless otherwise agreed, Supplier shall process and store all Personal Data in (A) the jurisdiction in which the data subject resides (or, in the case of a data subject residing in the European Economic Area (“**EEA**”), in the EEA, or for a data subject residing in another jurisdiction that has Privacy Laws or data transfer requirements, in that jurisdiction), or (B) the jurisdictions and locations set forth in the applicable SOW, and shall not transfer, process, or maintain Corporation Data in any other jurisdiction or location without the prior consent of Corporation.
       2. In the event that Corporation permits a transfer envisioned under 13.3(a)(i) above and such transfer is from a country within the EEA to countries deemed by the European Union not to have adequate protection, Supplier shall, and shall cause the applicable Supplier Affiliates or Subcontractors to, comply with any reasonable instructions provided to Supplier and/or its Affiliates or Subcontractors by Corporation and shall, at Corporation discretion, either: (a) enter into a data transfer agreement (to include model contractual clauses) in a form mutually agreed to by the Parties or (b) take such other action(s) as allowed by the Directive (or other applicable legislation) to maintain and demonstrate compliance with the Directive or other applicable Privacy Law in relation to the transfer. For the avoidance of doubt, where Supplier is not registered within the EEA, it must exercise either clauses (a) or (b) above before processing any Personal Data;
       3. Supplier shall maintain technical, organizational and security measures to protect the confidentiality of Personal Data in accordance with the obligations contained in this **Article 13**.
       4. Notwithstanding any other provision of this Agreement, Supplier shall not undertake or engage in any activity with respect to any Personal Data that would constitute Supplier’s functioning in the capacity of a “controller,” as such capacity may be identified and defined in the respective applicable Privacy Laws and Supplier shall promptly notify Corporation if it believes that any use of Personal Data by Supplier contemplated under this Agreement or to be undertaken as part of the Services would constitute Supplier so functioning in the capacity of a “controller”. The Parties acknowledge that, for purposes of the European Union Data Protection Legislation and similar legislation in other jurisdictions, Supplier shall act as a Data Processor in relation to all Personal Data it accesses under this Agreement, that Corporation is the Data Controller with respect to such Personal Data, and that Supplier shall act in accordance with Corporation instructions in relation to such Personal Data.
       5. Supplier shall also comply with those Privacy Laws applicable to Supplier’s role under this Agreement, in jurisdictions that impact Services or Personal Data, whether such Laws are in place as of the Effective Date or are enacted, adopted or otherwise come into effect during the Term. Supplier and Corporation agree to cooperate to enter into any appropriate agreements relating to such new Laws as and when they apply, including data processing agreements between Supplier or the applicable Supplier Affiliate and Corporation or the applicable Corporation Affiliate(s). Supplier, its Affiliates and Subcontractors shall cooperate with Corporation with respect to any registrations, filings or responses for applicable governmental organizations, data protection authorities, data protection working groups or commissions, works councils, or other third party obligations and requests related to the Services.
       6. **Data Protection Agreements**. Supplier shall execute the Master Data Protection Agreement (the “**MDPA**”) set forth in **Annex 6**, and all Local Data Protection Agreements (the “**LDPAs**”) and required clauses and related documentation as contemplated by the MDPA. Supplier shall comply with all obligations in the MDPA and all executed LDPAs. At Corporation election, Supplier shall also cause all Subcontractors to execute applicable LDPAs, required clauses and related documentation contemplated in the MDPA. The term for the processing of all Personal Data under the MDPA and any LDPAs executed in connection with this Agreement shall be the same as the Term of this Agreement. With respect to Personal Data, if there is a conflict between the terms of this Agreement and its Exhibits, and the MDPA and/or an LDPA, the following precedence shall apply: the LDPA (including any applicable local data transfer clauses) shall govern over the MDPA and the Agreement and its Exhibits, and the MDPA shall govern over the Agreement and its Exhibits. All such documents shall be read as to give effect, to the fullest extent possible, to their provisions. General provisions in such documents shall not be read as to eliminate more specific requirements in such documents, except in the case where requirements are specifically named and modified by the terms of a document that controls in the event of a conflict.
    2. **Limitations on Use**. Supplier agrees that Supplier and Supplier Personnel shall not use Personal Data for any purpose or to any extent other than as necessary to fulfill Supplier’s obligations under this Agreement. Supplier shall not (and shall cause Supplier Personnel to not) process, transfer or disseminate Personal Data

without the approval of Corporation unless expressly provided for in this Agreement. Supplier shall take appropriate action to ensure that Supplier Personnel having access to Personal Data are advised of the terms of this Section and trained regarding their handling of Personal Data. All such Supplier Personnel’s access to Personal Data must be governed by a non-disclosure agreement that prohibits such personnel from using, disclosing or copying Personal Data for any purpose except as required for the performance of this Agreement. Supplier is and Supplier shall be responsible for any failure of Supplier Personnel to comply with the terms and conditions of this Agreement regarding Personal Data.

* + 1. **Limitations on Disclosure**. When interfacing with the applicable Eligible Recipient regarding Personal Data, Supplier shall only disclose or transmit Personal Data to those Eligible Recipient employees and Third Party Contractors authorized and identified in writing by the Corporation Relationship Manager or his or her designee to the Supplier Account Manager, or identified in the Policy and Procedures Manual, if applicable.
    2. **HIPAA**. If Supplier or Supplier Personnel shall have access to “protected health information” (as such term is defined by the HIPAA Privacy Rule), Supplier shall execute a Business Associate Agreement in a form acceptable to both Parties. Supplier and Supplier Personnel shall comply with the terms of the Business Associate Agreement in performing the applicable Services. Supplier shall be responsible under this Agreement for any failure of Supplier or Supplier Personnel to comply with the terms of the Business Associate Agreement or the Laws referenced in the Business Associate Agreement applicable to Supplier in the same manner and to the same extent it would be responsible for any failure to comply with its other obligations under this Agreement.
    3. **Unauthorized Disclosure or Access**. If Supplier or Supplier Personnel have knowledge of or suspect any unauthorized possession, use, knowledge, loss, disclosure of or access to Personal Data in contravention of this Agreement, Supplier shall, in addition to its obligations with regard to Security Incidents set forth in **Section 13.2(b)(iv)**, (i) immediately report to Corporation such possession, use, knowledge, loss, disclosure or access to Personal Data and promptly furnish to Corporation all known details; (ii) immediately take steps to mitigate any harmful effects of such possession, use, knowledge, loss, disclosure or access; (iii) cooperate with Corporation in any investigation, litigation, or provision of notices that Corporation reasonably deems appropriate and (iv) promptly use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure or loss of Personal Data in contravention of this Agreement. Notwithstanding the foregoing, unless the facts and circumstances indicate that suspected unauthorized possession, use, knowledge, loss, disclosure, or access is likely to have occurred, then then Supplier may withhold its performance under subsections (i) and (ii) above with respect to a suspected incident for a period of up to forty-eight (48) hours from the time it first identifies suspects such unauthorized possession, use, knowledge, loss, disclosure or access, provided that Supplier shall notify Corporation if it has been unable to rule out such incident within such forty-eight (48) hour period, and will in any event notify Corporation within twenty-four (24) hours of confirming any such incident in fact occurred. To the extent any unauthorized disclosure of or access to Personal Data in Corporation systems is caused by or would not have occurred but for a breach by Supplier or Supplier Personnel of Supplier’s obligations under this Agreement, or occurs with respect to Personal Data while it is in Supplier or its Personnel’s custody or control, Supplier shall bear (A) the costs incurred by Supplier in complying with its legal obligations relating to such breach, and (B) in addition to any other damages for which Supplier may be liable for under this Agreement, the following costs incurred by the Eligible Recipient in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals; (2) the cost of providing notice to government agencies, credit bureaus, and/or other required entities; (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months or the minimum time period provided by applicable Law, whichever is longer; (4) call center support for such affected individuals for a specific period not to exceed thirty (30) days; (5) the cost of any other measures required under applicable Law; and (6) any other Losses for which Supplier would be liable under this Agreement.

##### Survival.

Supplier’s obligations under this **Article 13** shall survive the expiration or termination of this Agreement and shall be perpetual.

##### Requirements for Information in Legal Proceedings

* + 1. **Preservation of Legal Privileges**. If Corporation notifies Supplier, or Supplier is otherwise aware, that particular Corporation Data or Corporation Confidential Information may be within Corporation attorney- client or work-product privileges of Corporation, then regardless of any applicable exclusions, Supplier (i) shall not disclose such Corporation Data or Corporation Confidential Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Supplier Personnel who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect Corporation privileges. Communications to and from Corporation law department shall be deemed to contain privileged material unless Corporation otherwise states.
    2. **Litigation Response Plan**. If Corporation so requests, Supplier shall participate in periodic meetings to discuss implementation and updating of Corporation litigation response plan, including policies and procedures to prepare for and respond to discovery requests, subpoenas, investigatory demands and other requirements for information related to legal and regulatory proceedings (the “**Litigation Response Plan**”). At such meetings, Supplier shall fully cooperate with Corporation in providing all information (i) reasonably requested by Corporation or (ii) that would reasonably assist Corporation in improving the Litigation Response Plan. To the extent requested by Corporation, Supplier shall comply with the Litigation Response Plan as it may be revised from time to time, including preparing for and complying with requirements for preservation and production of data in connection with legal and regulatory proceedings and government investigations.

##### Response to Preservation and Production Requirements.

* + - 1. If Corporation is required to, or sees a risk that it shall be required to, preserve and/or produce any Materials, Corporation Data, Corporation Confidential Information or related Systems possessed by Supplier or under Supplier’s control in the context of legal proceedings or investigations, Corporation may send Supplier a notice (a “**Litigation Requirements Notice**”) describing the items to be preserved or produced in reasonable detail. If Corporation so requests, Supplier shall promptly provide Corporation with information needed to determine with greater specificity the scope of the request.
      2. Upon receipt of a Litigation Requirements Notice, Supplier shall (A) designate a legal information management representative who shall be responsible for managing Supplier’s response and any resulting Services and (B) cooperate with Corporation in developing a reasonable, complete and cost- effective plan for preserving and/or producing items covered by such Litigation Requirement Notice.
      3. To the extent that a Litigation Requirements Notice designates for preservation items that Supplier can identify with reasonable certainty, Supplier shall immediately take all commercially reasonable measures to preserve such items. To the extent that a Litigation Requirements Notice covers production of items that Supplier can identify with reasonable certainty, Supplier shall use all commercially reasonable efforts to produce such items by the date set forth in the Litigation Requirements Notice (or within thirty (30) days, if no date is given). If Supplier is unable to determine from the Litigation Requirements Notice what items are to be preserved and/or produced, or is not able for technical or other reasons to take effective steps to fully preserve or produce such items, Supplier shall as soon as practicable, but in any event within three (3) business days, notify Corporation and cooperate with Corporation in further specifying such items and in implementing the required technology or procedures.
      4. Supplier shall cooperate with Corporation in generating information to be presented in legal proceedings, including, as Corporation requests, (A) cost estimates, (B) descriptions of systems, data, media and processes, (C) reports, declarations and affidavits, (D) reasons why it may be infeasible to preserve or produce certain items, and (E) other material as requested by Corporation. Without limiting the generality of the foregoing, Supplier shall fully document all actions taken by Supplier pursuant to any Litigation Requirement Notice. Supplier shall promptly report to Corporation on its activities related to complying with the requirements described in the Litigation Requirement Notice, and shall issue periodic reports pursuant to **Section 9.2** on a schedule to be agreed to by the Parties.
    1. **Supplier Responsibility for Corporation Information**. Upon receipt of any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations by third parties relating to any Materials, Corporation Data, Corporation Confidential Information or related Systems in Supplier’s possession, Supplier shall as soon as practicable, but in any event within three (3) business days, notify Corporation Chief Information Security Officer (or his or her designee) and provide Corporation with a copy of all documentation of such legal information request, to the extent Supplier legally may do so. Prior to responding to such legal information request, Supplier shall meet and confer with Corporation and shall cooperate with Corporation in preserving Corporation legal rights, including objections, reservations, limitations and privileges, relating to such legal information request. If legally permissible, Corporation at its sole discretion may demand tender of such legal information request by Supplier and assume primary responsibility for responding, in which case (i) Supplier shall cooperate fully with Corporation in preparing the response and (ii) Corporation shall inform Supplier of all proceedings related to the response and protect Supplier’s interests and legal rights. If Supplier is barred legally from notifying Corporation of the legal information request, Supplier shall take all commercially reasonable steps to preserve Corporation legal rights in connection with any response.
    2. **Cost of Compliance**. The Parties acknowledge that compliance with this **Section 13.5** may, in some cases, constitute New Services for which Supplier is entitled to additional compensation, in which case the Parties will mutually agree on such additional compensation in accordance with the Change Control Procedures and **Exhibit 9**.

##### OWNERSHIP OF MATERIALS.

* 1. **Corporation Materials**.
     1. **Ownership of Corporation Materials**. For purposes of this Agreement, Corporation shall be the sole and exclusive owner of (i) all Materials owned by the Eligible Recipients as of or after the Effective Date, (ii) all enhancements and Derivative Works of such Materials, including all United States and international patent, copyright and other intellectual property rights in such Materials, (iii) the Policy and Procedures Manual, and (iv) certain Developed Materials, as provided in **Sections 14.2(a)** and **14.2(d)** (collectively, “**Corporation Materials**”).
     2. **License to Corporation Materials**. Corporation hereby grants to Supplier, at no charge, and, to the limited extent necessary for Supplier to provide the Services, to Subcontractors designated by Supplier that sign a written agreement to be bound by terms at least as protective as the terms contained herein applicable to such Materials, a non-exclusive, non-transferable, world-wide, royalty-free limited right and license during the Term (and thereafter to the extent necessary to perform any Disengagement Services requested by Corporation) to access, use, execute, reproduce, display, perform, modify, distribute and create Derivative Works of the Corporation Materials for the express and sole purpose of providing the Services. Supplier and its Subcontractors shall have no right to the source code to such Corporation Materials unless and to the extent approved in advance by Corporation. Corporation Materials shall remain the property of Corporation. Supplier and its Subcontractors shall not (i) use any Corporation Materials for the benefit of any person or Entity other than Corporation, the other Eligible Recipients or the Authorized Users, (ii) separate or uncouple any portions of the Corporation Materials, in whole or in part, from any other portions thereof unless and to the extent such separation or uncoupling is necessary for Supplier to provide the Services, or (iii) reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt

to create or discover any source code, underlying algorithms, ideas, file formats or programming interfaces of the Corporation Materials by any means whatsoever, without the prior approval of Corporation, which may be withheld at Corporation sole discretion. Except as otherwise requested or approved by Corporation, Supplier and its Subcontractors shall cease all use of Corporation Materials upon the end of the Term and the completion of any Disengagement Services requested by Corporation pursuant to **Section 20.2(b)(ii)** and shall certify such cessation to Corporation in a notice signed by an authorized representative of Supplier and each applicable Subcontractor.

* + 1. **License to Corporation Licensed Third Party Materials**. Subject to Corporation having obtained any Corporation Required Consents, Corporation hereby grants to Supplier, during the Term (and thereafter to the limited extent necessary to perform any Disengagement Services requested by Corporation), for the sole purpose of performing the Services and solely to the extent of Corporation underlying rights, the same rights of access and use as Corporation possesses under the applicable software licenses with respect to Corporation licensed Third Party Materials. Supplier and its Subcontractors (if applicable) shall comply with the duties, including use restrictions and nondisclosure obligations, imposed on Corporation by such licenses. In addition, Supplier shall bind each such Subcontractor to terms consistent with the terms contained herein applicable to such Third Party Materials (including, to the extent relevant, the terms specified in this Section as well as those pertaining to the ownership of such Materials and any Developed Materials, the scope and term of the license, the restrictions on the use of such Materials, and the obligations of confidentiality). Except as otherwise requested or approved by Corporation (or the relevant licensor), Supplier and its Subcontractors shall cease all use of such Third Party Materials upon the end of the applicable Term and the completion of any Disengagement Services requested by Corporation pursuant to **Section 20.2(b)(ii)**.
    2. **Disclaimer**. THE CORPORATION MATERIALS AND THE CORPORATION LICENSED THIRD PARTY MATERIALS ARE PROVIDED BY CORPORATION TO SUPPLIER AND ITS SUBCONTRACTORS ON AN AS-IS, WHERE-IS BASIS. CORPORATION EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH MATERIALS, OR THE CONDITION OR SUITABILITY OF SUCH MATERIALS FOR USE BY SUPPLIER OR ITS SUBCONTRACTORS TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR INABILITY OF SUPPLIER TO PERFORM THE SERVICES TO THE EXTENT THAT SUCH DELAY OR FAILURE IS A DIRECT RESULT OF ERRORS, DEFECTS, OR OTHER FAILURES OF CORPORATION MATERIALS OR CORPORATION LICENSED THIRD PARTY MATERIALS FOR WHICH SUPPLIER IS NOT FINANCIALLY OR OPERATIONALLY RESPONSIBLE.

##### Developed Materials.

* + 1. **Corporation Owned Developed Materials**. Except as provided in **Sections 14.2(c)** and **(d)** or otherwise agreed by the Parties, Corporation shall be the sole and exclusive owner of all Developed Materials, including all United States and international patent, copyright and other intellectual property rights in such Materials. Except for any Supplier Materials or Third Party Materials embedded in such Developed Materials, such Developed Materials shall be considered works made for hire (as that term is used in Section 101 of the United States Copyright Act, 17 U.S.C. § 101, or in analogous provisions of other applicable Laws) owned by Corporation. If any such Developed Materials may not be considered a work made for hire under applicable Law, Supplier hereby irrevocably assigns, and shall assign, to Corporation in perpetuity without further consideration, all of Supplier’s worldwide rights, title and interest in and to such Developed Materials, including United States and foreign intellectual property rights. Corporation and the successors and assigns of Corporation shall have the right to obtain and hold in their own name any intellectual property rights in and to such Developed Materials. Supplier agrees to execute any documents and take any other actions reasonably requested by Corporation to effectuate the purposes of this **Section 14.2(a)**. Corporation hereby grants to Supplier a license to such Developed Materials on the same terms as described in **Section 14.1(b)**. Corporation may, in its sole discretion and upon such terms and at such

financial arrangement as Corporation and Supplier may agree, grant Supplier a license to use the Developed Materials for other purposes and to sublicense such Developed Materials.

* + 1. **Source Code and Documentation**. If any Corporation-owned Developed Material created by Supplier includes Software, Supplier shall, promptly as it is developed by Supplier, provide Corporation with all of the source code and object code and documentation for all such Corporation owned Developed Materials. Such source code and technical documentation shall be sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support such Materials, and the user documentation for such Materials shall accurately describe in terms understandable by a typical end user the functions and features of such Materials and the procedures for exercising such functions and features.
    2. **Supplier Owned Developed Materials**. Notwithstanding **Section 14.2(a)**, Supplier shall be the sole and exclusive owner of all Developed Materials that are Derivative Works of Supplier Materials, including all United States and foreign patent, copyright and other intellectual property rights in such Materials. Supplier and the successors and assigns of Supplier shall have the right to obtain and hold in their own name any intellectual property rights in and to such Supplier Developed Materials. Corporation agrees to execute any documents and take any other actions reasonably requested by Supplier to effectuate the purposes of this **Section 14.2(c)**. Supplier hereby grants to the Eligible Recipients (and at Corporation request, Third Party Contractors that sign a written agreement with Corporation to be bound by terms at least as protective as the terms contained herein applicable to such Materials) a worldwide, perpetual, irrevocable, non- exclusive, fully paid-up license, with the right to grant sublicenses, to use, execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of such Supplier Owned Developed Materials.
    3. **Third Party Materials**. The ownership of Derivative Works of Third Party Materials created by Supplier in connection with the Services shall, as between Supplier and Corporation, be considered Developed Materials owned by the Party that is the licensee of such Third Party Materials. For purposes of the foregoing, Supplier shall be deemed the licensee of Third Party Materials licensed by its Subcontractors or Affiliates and Corporation shall be deemed the licensee of Third Party Materials licensed by Corporation Affiliates or any other Eligible Recipients. Each Party acknowledges and agrees that its ownership of such Derivative Works may be subject to or limited by the terms of the underlying agreement with the owner of the underlying Third Party Materials.
    4. Intentionally Left Blank

##### Supplier Materials.

* + 1. **Ownership of Supplier Materials**. For purposes of this Agreement, as between the Parties, Supplier shall be the sole and exclusive owner of the (i) Materials lawfully owned by it or its Affiliates prior to the Effective Date, (ii) all enhancements and Derivative Works of such Materials, including all United States and international patent, copyright and other intellectual property rights in such Materials, and (iii) except as provided in **Sections 14.2(a)** and **14.2(d)**, intellectual property, Software and Materials developed by or on behalf of Supplier, including all United States and foreign intellectual property rights in such Materials (“**Supplier Materials**”).
    2. **License to Supplier Materials**. As of the Commencement Date, Supplier hereby grants to the Eligible Recipients (and at Corporation request, Third Party Contractors that sign a written agreement with Corporation to be bound by terms at least as protective as the terms contained herein applicable to such Materials), at no additional charge, a non-exclusive, world-wide, royalty-free right and license, to access, use, execute, reproduce, display, and perform Supplier Materials (including all Supplier-provided modifications, replacements, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), during the Term and any Disengagement Services period, for the benefit of the Eligible Recipients, solely to (i) receive the full benefit of the Services provided by Supplier, (ii) monitor, access, interface with or use the Materials and Software then being used by Supplier to the extent contemplated by this Agreement, (iii) perform or have performed services and functions that are ancillary

to the Services provided by Supplier, Corporation shall have no right to the source code to such Supplier Materials unless and to the extent approved in advance by Supplier. Supplier Materials shall remain the property of Supplier. Unless facilitated or otherwise permitted by Supplier, Corporation shall not intentionally (i) separate or uncouple any portions of the Supplier Materials, in whole or in part, from any other portions thereof unless and to the extent such separation or uncoupling is necessary for Corporation to receive the Services, or (ii) reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats or programming interfaces of the Supplier Materials by any means whatsoever, without the prior approval of Supplier, which may be withheld at Supplier’s sole discretion. Except as otherwise requested or approved by Supplier, Corporation shall cease all use of Supplier Materials upon the end of the Term and the completion of any Disengagement Services requested by Corporation pursuant to **Section 20.2(b)(ii)** and shall, at Supplier’s written request, certify such cessation to Supplier in a notice signed by an authorized representative of Corporation. The rights and obligations of the Eligible Recipients with respect to such Supplier Materials following the expiration or termination of this Agreement or termination of any Service are set forth in **Section 14.6**.

* + 1. **License to Supplier Third Party Materials**. As of the Commencement Date and subject to Supplier having obtained any Required Consents, Supplier hereby grants to the Eligible Recipients (and at Corporation request, Third Party Contractors that sign a written agreement with Corporation to be bound by terms at least as protective as the terms contained herein applicable to such Third Party Materials, and, unless otherwise agreed to by the Parties in writing, provided that such Third Party Contractors are only using such Supplier Third Party Materials on behalf of and for the benefit of Corporation to receive the Services), at no additional charge, a non-exclusive, world-wide, royalty-free right and license to access and/or use the Third Party Materials as to which Supplier holds the license or for which Supplier is financially responsible under this Agreement (including all available modifications, substitutions, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto for such Third Party Materials), during the Term and any Disengagement Services period, for the benefit of Corporation, the other Eligible Recipients and their respective Affiliates, solely to (i) receive the full benefit of the Services provided by Supplier, or (ii) monitor, access, interface with or use the Materials and Software then being used by Supplier to the extent contemplated by this Agreement; solely to the extent of Supplier’s underlying rights, the same rights of access and use as Supplier possesses under the applicable software licenses with respect to Supplier licensed Third Party Materials. Corporation shall comply with the duties, including use restrictions and nondisclosure obligations, imposed on Supplier by such licenses and applicable to Corporation, to the extent Supplier has notified Corporation of such duties. Except as otherwise requested or approved by Supplier (or the relevant licensor), Corporation shall cease all use of such Third Party Materials upon the end of the applicable Term and the completion of any Disengagement Services requested by Corporation pursuant to **Section 20.2(b)(ii)**.. The rights and obligations of Corporation, the other Eligible Recipients and Third Party Contractors with respect to such Supplier- licensed Third Party Materials following the expiration or termination of this Agreement or termination of any Service are set forth in **Section 14.6**.
    2. **Embedded Materials**. To the extent that Supplier Materials or Third Party Materials are embedded in any Developed Materials owned by Corporation, Supplier shall not be deemed to have assigned its intellectual property rights in such Supplier Materials or Third Party Materials to Corporation and Corporation or its designee’s ownership interest shall not extend to such Supplier Materials or Third Party Materials included therein, but Supplier hereby grants to the Eligible Recipients (and at Corporation request, Third Party Contractors that sign a written agreement with Corporation to be bound by terms at least as protective as the terms contained herein applicable to such Materials) a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use such embedded Supplier Materials or Third Party Materials solely for use as an integral part of such Developed Materials, and not on a stand-alone basis, solely to enable Corporation to execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of such Developed Materials for the benefit of Corporation, the other Eligible Recipients and their respective Affiliates for so long as such Supplier Materials or Third Party Materials remain embedded in such Developed Materials and are not separately commercially exploited by Corporation.
    3. Intentionally Left Blank

##### Other Materials.

This Agreement shall not confer upon either Party intellectual property rights in Materials of the other Party (to the extent not covered by this **Article 14**) unless otherwise so provided elsewhere in this Agreement.

##### General Rights.

* + 1. **Copyright Legends**. Each Party agrees to reproduce copyright legends which appear on any portion of the Materials which may be owned by the other Party or third parties.
    2. **No Implied Licenses**. Except as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to one Party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any Materials owned by the other Party or any Affiliate of the other Party (or, in the case of Supplier, any Eligible Recipient).
    3. **Incorporated Materials**. Should either Party incorporate into Developed Materials any intellectual property subject to third party patent, copyright or license rights, any ownership or license rights granted herein with respect to such Developed Materials shall be limited by and subject to any such patents, copyrights or license rights.
    4. **Residuals and Certain Artifacts**. Nothing in this Agreement shall restrict any employee or representative of a Party from using ideas, concepts, practices, learning or know-how relating generally to the performance of services that are retained in the unaided memory of such employee or representative after performing the obligations of such Party under this Agreement, or that are reflected in an artifact used in the course of creating Developed Materials, except to the extent that such use infringes upon any patent, copyright or other intellectual property right of a Party or its Affiliates (or, in the case of Supplier, any Eligible Recipient); provided, however, that this **Section 14.5(d)** shall not (i) be deemed to limit either Party’s obligations under this Agreement with respect to the disclosure or use of confidential information, or (ii) operate or be construed as permitting an employee or representative of a Party to disclose, publish, disseminate or use (A) the source of any of the other Party’s Confidential Information, (B) any financial, statistical or personnel information of the other Party, or (C) the business plans of the other Party. An individual’s memory is unaided if the individual has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it and does not identify the information as the other Party’s Confidential Information upon recollection.

##### Corporation Rights Upon Expiration or Termination of Agreement.

As part of the Disengagement Services, Supplier shall provide the following to the Eligible Recipients with respect to Materials and Software:

* + 1. **Corporation Materials and Developed Materials**. With respect to Corporation Materials (including Corporation owned Developed Materials), Supplier shall, at no charge to Corporation:
       1. Deliver to Corporation all Corporation Materials and all copies thereof in the format and medium in use by Supplier in connection with the Services as of the date of such expiration or termination; and
       2. Following confirmation by Corporation that the copies of the Corporation Materials delivered by Supplier meet the requirements in **Section 14.6(a)(i)** and the completion by Supplier of any Disengagement Services for which such Corporation Materials are required, destroy or securely erase all other copies of such Corporation Materials then in Supplier’s possession and cease using such Corporation Materials and any information contained therein for any purpose.
    2. Intentionally Left Blank

##### REPRESENTATIONS, WARRANTIES AND COVENANTS.

* 1. **Supplier Representations, Warranties and Covenants**.
     1. Supplier represents and warrants that: (i) it has the full power and authority necessary to enter into this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of Supplier and has been duly executed and delivered by it; (iii) it has not entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair its ability to perform any Services hereunder; (iv) the execution by Supplier of this Agreement and the performance of its obligations hereunder will not breach or violate any other agreement to which it is a Party; and (v) Supplier has, and will maintain throughout the term of this Agreement, all permits, licenses, certifications and the like necessary to perform each Project hereunder.
     2. Supplier represents and warrants that (i) it has the appropriate knowledge and skill to perform the agreed Services , (ii) it will perform them in a competent and workmanlike manner, (iii) it shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services, (iv) it shall provide such individuals with adequate training as to new products and services prior to such products and services being implemented in Corporation and/or other Eligible Recipients’ environments, and (v) it shall have the resources, capacity, expertise, and ability in terms of Equipment, Materials, know-how and personnel to perform the Services.
     3. Supplier represents that all materials and intellectual property produced under this Agreement will be of original development by Supplier or that Supplier has the legal right to convey the entire right, title and interest in such materials and intellectual property.
     4. Supplier represents that in its performance of the Services: (i) it will not employ child, convict or forced labor and it will not discriminate based on gender, race, sexual orientation, national origin or any other basis prohibited by law in its employment practices; (ii) it will adhere to Corporation Supplier Code of Conduct in effect as of the Effective Date and which is attached hereto as **Exhibit 5**, with the understanding that Corporation will notify Supplier of changes made to the Policy after the Effective Date, which will, when applicable, be processed in accordance with **Section 9.6** Change Control Procedures; (iii) it is familiar with the Foreign Corrupt Practices Act (“**FCPA**”), and will at all times remain in compliance with the FCPA, including the following (which is intended as a summary and not a verbatim statement of the requirements of the FCPA): its prohibition against making use of the mail or any means of instrumentality of interstate commerce corruptly in furtherance of any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give or authorization of the giving of anything of value, either directly or indirectly, to foreign government officials, candidates of political parties, or to any person, while knowing that all or some portion of the consideration given to that person will be offered, given or promised to government officials or candidates of political parties, for the purpose of (a) influencing any act, decision or failure to act by a government official in his or her official capacity; (b) inducing such official to use his or her influence with a government to affect any act or decision of the government; or (c) securing an improper advantage in order to obtain, retain or direct business; further, it will not willfully take any actions that would result in a violation of the FCPA by Corporation, and will not willfully use any part of payments received from Corporation for any purpose that would constitute a violation of the FCPA; and finally, it is not controlled by foreign government officials or candidates of political parties to whom payments are regulated by the FCPA, or any other persons who might assert illegal influence on their behalf; and (iv) neither it nor any of its officers, directors or managing members are not, and will not become a person or entity with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under Executive Order 13224 signed on

September 24, 2001, and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, or other governmental action.

* + 1. Intentionally Left Blank
    2. Supplier represents that in its performance of the Services: (i) it and its Subcontractors, as applicable, have conducted background checks, and received and reviewed the results of such background checks, for all its Personnel providing Services to Corporation prior to a Personnel’s start date at Corporation; (ii) such background checks have included, but not been limited to, verification of identity, employment history, academic credentials, and criminal history; (iii) it has evaluated the results of such background checks to determine whether a Personnel is appropriate for the Services, and if necessary, disqualified individuals from being assigned to Corporation if such background checks reveals information that makes an the individual unsuitable for the Services; (iv) it has retained an outside investigative service to conduct such background checks; and (v) it and its Subcontractors are in compliance with, and such background checks have been conducted and evaluated in accordance with, all applicable federal, state and local laws, regulations, executive orders, and enforcement guidance, including but not limited to the Fair Credit Reporting Act, anti-discrimination laws and all other laws governing the use of background checks and/or information related to criminal history in employment.
    3. Supplier represents that in its performance of the Services, each of its Personnel who is a former employee of Corporation or a Corporation Affiliate, if any, has been (i) separated from Corporation or the Corporation Affiliate for at least 12 months from the date such Personnel first began providing Services to Corporation hereunder *and* (ii) approved in advance by Corporation to provide such Services.
    4. Supplier represents that in its performance of the Services, any of its Personnel who is specifically named in this Agreement, a SOW, or a Work Order has not, and will not, provide Services to Corporation under one or more engagements with Corporation for more than (i) a period of 18 consecutive months or

1. an aggregate of 18 months during any 24 month period. Upon reaching either of the foregoing limits, Supplier agrees that it will not utilize such Personnel to provide Services for a period of 6 months.
   * 1. Supplier represents that in its performance of the Services it will, to the extent Supplier receives, stores, maintains, processes, or otherwise is permitted access to, personal information of residents of the Commonwealth of Massachusetts, if specifically required and described in a SOW or Work Order, implement and maintain appropriate security measures to protect such personal information which are consistent with and meet the requirements of 201 CMR 17.00.

##### Materials.

* + 1. **Ownership and Use**. Supplier represents, warrants and covenants that it is either the owner of, or authorized to use, any and all Materials provided and used by Supplier in providing the Services. As to any such Materials that Supplier does not own but is authorized to use, Supplier has the legal right to convey the entire right, title and interest in such Materials and intellectual property shall advise Corporation as to the ownership and extent of Supplier’s rights with regard to such Materials to the extent any limitation in such rights would impair Supplier’s performance of its obligations under this Agreement.
    2. **Performance**. Supplier represents, warrants and covenants that any Supplier Materials shall perform in Compliance with their Specifications and shall provide the functions and features and operate in the manner described in their Specifications.
    3. **Developed Materials Compliance**. Supplier warrants and covenants that Developed Materials shall be free from material errors in operation and performance, shall Comply with the Specifications, shall provide the functions and features and operate in the manner described in the applicable SOW, Work Order or as otherwise agreed to in writing by the Parties, and shall otherwise be free from any material defects for a specified timeframe after the installation, testing and Acceptance of such Developed Materials by Corporation (the “**Warranty Period**”). Unless otherwise specified in a SOW or Work Order, the

Warranty Period shall be six (6) months for Developed Materials. During the Warranty Period, Supplier shall repair, replace or correct any failure to Comply at no additional charge to Corporation and shall use commercially reasonable efforts to do so as expeditiously as possible. The foregoing warranty is in addition to and not in limitation of any obligation Supplier has to perform repair and maintenance Services pursuant to an applicable SOW.

* + 1. **Nonconformity of Supplier Software**. In addition to the foregoing, if Supplier Materials do not Comply with the Specifications and criteria set forth in this Agreement or the applicable SOW, and/or adversely affect the Services provided hereunder, Supplier shall expeditiously repair or replace such Supplier Materials with conforming Materials.

##### Non-Infringement.

* + 1. **Performance of Responsibilities**. Except as otherwise provided in this Agreement, Supplier represents, warrants, and covenants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that Supplier shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by Eligible Recipients, without the written approval of an authorized representative Supplier, (ii) Eligible Recipients’ combination of Supplier’s work product or Materials with items not furnished, specified or reasonably anticipated by the performing Party or contemplated by this Agreement, (iii) a breach of this Agreement by Corporation, or (iv) the failure of Eligible Recipients to use corrections or modifications provided by Supplier offering equivalent features and functionality. Supplier further represents, warrants and covenants that it shall not use or create materials in connection with the Services which are libelous, defamatory, obscene or otherwise infringe another individual’s privacy rights.
    2. **Third Party Software Indemnification**. In addition, with respect to Third Party Software provided by Supplier pursuant to this Agreement, Supplier covenants that it shall obtain and provide intellectual property indemnification for the Eligible Recipients (or obtain intellectual property indemnification for itself and enforce such indemnification on behalf of the Eligible Recipients) from the suppliers of such Software. Unless otherwise approved in advance by Corporation, such indemnification shall be comparable to the intellectual property indemnification provided by Supplier to the Eligible Recipients under this Agreement.

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* 1. **Corporation Code of Conduct and Ethics for Consultants**.
     1. Supplier will require all its Personnel, in performing Services, to abide by Corporation Code of Conduct and Ethics for Consultants (the “**Code**”), attached hereto as **Exhibit 5**. The Code sets forth the legal and ethical standards of conduct for Supplier and its Personnel. Supplier covenants that each of its Personnel

(a) is an employee or Subcontractor, as the case may be, of Supplier; (b) is not an employee of Corporation or any Corporation Affiliate; (c) is not entitled to any compensation or benefits paid to employees of Corporation or any Corporation Affiliate; and (d) will not become entitled to such compensation or benefits even if declared to be a common law employee of Corporation or any Corporation Affiliate by a government agency. Corporation will notify Supplier of changes made to its Code of Conduct and Ethics for Consultants after the Effective Date, which will be processed in accordance with the Change Control Procedures and **Exhibit 9**. If Supplier cannot comply with such revised Code of Conduct and Ethics for Consultants, Corporation may terminate the agreement in accordance with **Section 20.1(a)(ii)**.

##### Disabling Code.

Supplier represents, warrants and covenants that, without the prior written consent of Corporation, Supplier shall not insert into the Software any code that could be invoked to disable or otherwise shut down all or any portion of the Services. Supplier further represents, warrants and covenants that, with respect to any disabling code that may be part of the Software, Supplier shall not invoke or cause to be invoked such disabling code at

any time, including upon expiration or termination of this Agreement for any reason, without Corporation prior written consent. Supplier also represents, warrants and covenants that it shall not use Third Party Software containing disabling code without the prior approval of Corporation. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code, provided that Supplier notifies Corporation in advance of all such code and obtains Corporation approval prior to installing such code in any Software, Equipment or System.

##### Compliance with Laws.

* + 1. Each Party shall at all times and at its sole expense, perform its obligations hereunder in compliance in all respects with Laws and regulations applicable to the operation of its business. In addition, Supplier shall comply with Laws and regulations that regulate it in its capacity as a provider of the Services, or applicable to its performance of the Services or its obligations hereunder, and Corporation shall comply with all Laws and regulations that are specifically promulgated for implementation or compliance by businesses in its industry. Each Party shall comply with mandatory national and international laws and regulations applicable to their respective obligations and rights under this Agreement, including all applicable export Laws and rules relating to the use, disclosure, export or re-export of the Services. For the avoidance of doubt, the Services do not include the provision of any advice constituting legal, tax or accounting services or advice or the validation of the legal and regulatory aspects of the Services.
    2. **Compliance Data and Reports**. At no additional charge, Supplier shall provide Corporation with data and reports in Supplier’s possession necessary for Corporation to comply with all Laws applicable to the Services.
    3. **Implementation of Changes in Laws**. Each Party shall be operationally responsible for any changes to its own Systems and processes required by any change in Laws. Supplier shall be financially responsible for the costs of compliance with such change in Laws if (i) Supplier would have had to bear the cost of complying with that change in Law even if Corporation had not entered into this Agreement or (ii) Corporation is required to comply with the change in Law as a direct result of the service delivery model employed by Supplier. If a Party is operationally but not financially responsible for a change in Laws, the financially responsible Party shall reimburse the operationally responsible Party for the reasonable cost of making the required operational changes.
    4. **Compliance with Immigration and Labor Laws.** Supplier shall not assign Services to be performed to any Supplier Personnel who are unauthorized aliens in the jurisdiction where such Supplier Personnel are providing Services, and if any Supplier Personnel performing any of the Services is discovered to be an unauthorized alien in such jurisdiction, Supplier shall immediately remove such Supplier Personnel from performing Services hereunder and replace such Supplier Personnel with personnel who is not an unauthorized alien in such jurisdiction.
    5. **Responsibility**. Supplier shall be responsible for any liability imposed on Supplier or any Eligible Recipient resulting from any failure of Supplier or its Subcontractors or third party product or service providers to comply with Supplier’s obligations under this **Section 15.7**, unless and to the extent such failure directly results from the sole acts or omissions of Corporation, another Eligible Recipient or a Third Party Contractor in contravention of Corporation obligations under this **Section 15.7.**

##### Interoperability.

Supplier represents, warrants and covenants that the Software, Equipment and Systems used by Supplier to provide the Services and for which Supplier is financially or operationally responsible under this Agreement, are and, subject to **Sections 4.3** and **9.5(f)**, shall remain during the Term and any Disengagement Services period, compatible and interoperable with the Retained Systems and Business Processes (including the software, equipment and systems used by the Eligible Recipients to provide the same or similar services and/or which

may deliver records to, receive records from, or otherwise interact with the Software, Equipment and/or Systems used by Supplier to receive the Services) as and to the extent necessary to provide the Services. In the event that such Retained Systems and Business Processes are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth in this Agreement.

##### Background Checks.

Supplier represents and warrants that in its performance of the Services: (i) it and its Subcontractors, as applicable, have conducted background checks, and received and reviewed the results of such background checks, for all Personnel providing Services to Eligible Recipients prior to such Personnel’s start date at Eligible Recipient; (ii) such background checks have included, but not been limited to, verification of identity, employment history, academic credentials, and criminal history; (iii) it has evaluated the results of such background checks to determine whether such Personnel is appropriate for the Services, and if necessary, disqualified individuals from being assigned to Eligible Recipient if such background checks reveals information that makes an the individual unsuitable for the Services; (iv) it has retained an outside investigative service to conduct such background checks; and (v) it and its Subcontractors are in compliance with, and such background checks have been conducted and evaluated in accordance with, all applicable federal, state and local Laws, regulations, executive orders, and enforcement guidance, including but not limited to the Fair Credit Reporting Act, anti-discrimination laws and all other laws governing the use of background checks and/or information related to criminal history in employment.

##### Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

##### INSURANCE AND RISK OF LOSS.

* 1. **Insurance**.

During the Term, Supplier shall keep in full force and effect and maintain at its sole cost and expense the policies of insurance set forth in **Exhibit 2**, with the specified minimum limits of liability specified therein.

##### Risk of Loss.

* + 1. **General**. Subject to **Section 17.2**(b), Supplier and Corporation each shall be responsible for damage, destruction, loss, theft or governmental taking of their respective tangible property or real property (whether owned or leased) and each Party agrees to look only to its own insuring arrangements with respect to such damage, destruction, loss, theft or governmental taking. Each Party shall promptly notify the other Party of any such damage, destruction, loss, theft, or governmental taking of such other Party’s tangible property or real property (whether owned or leased) in the possession or under the control of such Party.
    2. **Waiver**. Supplier and Corporation hereby waive, on behalf of themselves and shall cause their respective insurers to issue appropriate waivers of subrogation rights for, any claims that either may have against the other for loss or damage resulting from perils covered by an “All Risk” property damage insurance policy. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Supplier or Corporation and whether or not insurance is in force. If required by policy conditions, each Party shall secure from its property insurer a waiver of subrogation endorsement to its policy, and deliver a copy of such endorsement to the other Party if requested.

##### INDEMNITIES.

* 1. **Indemnity by Supplier**.

Supplier agrees to indemnify, defend and hold harmless the Eligible Recipients and their respective officers, directors, employees, agents, representatives, successors, and assigns (“Corporation Indemnitees”) to the fullest extent permitted by law, from and against any actual or threatened non-Party disputes, claims, actions, lawsuits or proceedings, (each, a “Claim” and, collectively, “Claims”), and pay any resulting damages (including punitive and exemplary damages), losses, liabilities, fines, interest and penalties (including taxes), finally awarded to the non-Party claimant or agreed to in settlement by the indemnifying Party, as well as those actual attorneys’ fees, costs, and expenses (including related disbursements and costs of investigation, litigation, and experts) incurred by such indemnified individuals or entities prior to the indemnifying Party’s assumption of the defense of the Claim, and incurred by the indemnifying Party thereafter (each, a “Loss” and, collectively, “Losses”) to the extent attributable to any of the following:

* + 1. **Representations, Warranties and Covenants.** Supplier’s breach of any of the representations, warranties and covenants set forth in **Article 15** of this Agreement. For the avoidance of doubt, this **Section 17.1(a)** shall not be construed as creating an indemnification obligation for any Claim alleging breach of this Agreement, or any claim asserted by Corporation.
    2. **Assigned Contracts.** Supplier’s failure to observe or perform any duties or obligations to be observed or performed on or after the Commencement Date by Supplier under any of the Third Party Contracts assigned to Supplier or for which Supplier has assumed financial or operational responsibility pursuant to this Agreement.
    3. **Licenses, Leases and Contracts.** Supplier’s failure to observe or perform any duties or obligations to be observed or performed on or after the Commencement Date by Supplier under Third Party Contracts used by Supplier to provide the Services.
    4. **Corporation Data or Confidential Information.** Actual or confirmed Security Incidents and Supplier’s breach of its obligations with respect to Corporation Data, Personal Data or Corporation Confidential Information.
    5. **Infringement.** Infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights pertaining to the Services or any Materials provided by Supplier or its Affiliates under this Agreement.
    6. **Compliance with Laws.** Losses including government fines, penalties, sanctions, interest or other remedies resulting from Supplier’s failure to comply with Privacy Laws or Laws applicable to Supplier’s (or its Subcontractor’s) provision of the Services.
    7. **Taxes.** Taxes assessed against Corporation or the Eligible Recipients, together with interest and penalties that are the responsibility of Supplier under **Section 11.3**.
    8. Intentionally left Blank
    9. **Affiliate, Subcontractor or Assignee Claims.** Any claim, other than an indemnification claim under this Agreement, initiated by (i) a Supplier Affiliate or Subcontractor asserting rights under this Agreement or
  1. any Entity to which Supplier assigned, transferred, pledged, hypothecated or otherwise encumbered its rights to receive payments from Corporation under this Agreement.
     1. Intentionally Left Blank
     2. **Employment Claims.** Any claim relating to any: (i) violation by Supplier, Supplier Affiliates or Subcontractors, or their respective officers, directors, employees, representatives or agents, of any Laws or any common law protecting persons or members of protected classes or categories, including Laws prohibiting discrimination or harassment on the basis of a protected characteristic; (ii) liability arising or resulting from the employment of Supplier Personnel by Supplier, Supplier Affiliates or Subcontractors (including liability for any social security or other employment taxes, workers’ compensation claims and premium payments, and contributions applicable to the wages and salaries of such Supplier Personnel);
  2. payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Supplier Personnel, (iv) employee pension or other benefits of any Supplier Personnel; (v) other aspects of the employment relationship of Supplier Personnel with Supplier, Supplier Affiliates or Subcontractors or the termination of such relationship, including claims for wrongful discharge, claims for breach of express or implied employment contract and claims of co-employment or joint employment; and/or, in the event that Supplier or its Affiliates or Subcontractors hire an Affected Employee, as shall be set forth in a SOW or Work Order, (vi) liability resulting from representations (oral or written) to any Affected Employees by Supplier, Supplier Affiliates or Subcontractors (or their respective officers, directors, employees, representatives or agents), or other acts or omissions with respect to any Affected Employees by such persons or entities, including any act, omission or representation made in connection with the interview, selection, hiring and/or transition process, the offers of employment made to such employees, the failure to make offers to any such employees or the terms and conditions of such offers (including compensation and employee benefits),except, in each case, to the extent caused by any person or entity other than Supplier or its Affiliates or Subcontractors. Supplier shall not hire any Affected Employees to perform Services unless expressly agreed to in a SOW or Work Order or as may be required by law.

Supplier will not have any obligations under this **Section 17.1** to the extent that Losses or Claims are incurred or asserted solely by reason of Corporation negligence or willful misconduct.

##### Indemnity by Corporation.

Corporation agrees to indemnify, defend and hold harmless Supplier, its Affiliates and Subcontractors and their officers, directors, employees, agents, representatives, successors, and assigns, from any Losses and threatened Losses due to non-Party Claims and pay any resulting Losses that are caused by the indemnifying Party to the extent attributable to any of the following:

* + 1. **Representations, Warranties and Covenants**. Corporation breach of any of the representations, warranties and covenants set forth in this Agreement. For the avoidance of doubt, this **Section 17.2(a)** shall not be construed as creating an indemnification obligation for any Claim alleging breach of this Agreement, or any claim asserted by Supplier.
    2. **Assigned Contracts.** Corporation' failure to observe or perform any duties or obligations to be observed or performed prior to the Commencement Date by Corporation under any of the Third Party Contracts assigned to Supplier by Corporation for which Corporation has assumed financial or operational responsibility pursuant to this Agreement.
    3. **Licenses, Leases or Contracts.** Corporation’ failure to observe or perform any duties or obligations to be observed or performed by Corporation under any of the applicable Third Party Software licenses, Equipment leases or Third Party Contracts to the extent Corporation is financially or operationally responsible under this Agreement.
    4. Intentionally Left Blank
    5. **Infringement.** Infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights brought against Supplier or its Affiliates or Subcontractors, pertaining to any systems, materials or other information provided by Corporation or its Eligible Recipients under this Agreement.
    6. **Taxes.** Taxes assessed against Supplier or its Affiliates, together with interest and penalties that are the responsibility of Corporation under **Section 11.3**.
    7. **Corporation Affiliate, Eligible Recipient or Third Party Contractor Claims.** Any claim, other than an indemnification claim or insurance claim under this Agreement, initiated by a Corporation Affiliate, an Eligible Recipient (other than Corporation) or a Corporation Third Party Contractor asserting rights under this Agreement.

Corporation will not have any obligations under this **Section 17.2** in respect of Losses or Claims incurred or asserted solely by reason of Supplier’s negligence or willful misconduct.

##### Additional Indemnities.

Supplier and Corporation each agree to indemnify, defend and hold harmless the other, and the Eligible Recipients and the other Party’s respective Affiliates, officers, directors, employees, agents, representatives, successors, and assigns, from any and all Claims for Losses and threatened Losses to the extent they are caused by any of the following: (a) the death or bodily injury of any agent, employee, business invitee, business visitor or other person to the extent caused by the indemnitor; and (b) the damage, loss or destruction of any real or tangible personal property (whether owned or leased) to the extent caused by the indemnitor.

##### Infringement.

* + 1. If (a) any Materials, Equipment or Services provided by Supplier or its Affiliates or Subcontractors pursuant to this Agreement or used by them in the performance of the Services are found, or in Supplier’s reasonable opinion are likely to be found, to infringe upon the patent, copyright, trademark, trade secrets, intellectual property or proprietary rights of any third party in any country in which Services are to be performed or received under this Agreement, or (b) the continued use of such Materials, Equipment or Services is enjoined, Supplier shall, in addition to defending, indemnifying and holding harmless Corporation as provided in **Section 17.1** and to the other rights Corporation may have under this Agreement, promptly and at its own cost and expense and in such a manner as to minimize the disturbance to the Eligible Recipients do one of the following: (i) obtain for the Eligible Recipients the right to continue using such Materials, Equipment or Services; (ii) modify such Materials, Equipment or Services so as to no longer be infringing without degrading the performance or quality of the Services or adversely affecting Corporation and the other Eligible Recipients’ intended use; or (iii) replace such item(s) with a non-infringing functional equivalent acceptable to Corporation.
    2. The indemnifying Party shall not be required to defend, indemnify or hold harmless the indemnified Party to the extent that any claim of infringement or misappropriation (i) is asserted by another indemnified Party or by a parent, subsidiary or Affiliate of the indemnified Party, (ii) results from the indemnified Party's design or alteration of any materials, except as authorized by the indemnifying Party in writing or (iii) results from use of any materials in combination with other materials not authorized by the indemnifying Party or otherwise permitted under this Agreement, provided that such infringement would not have arisen but for such combination or alteration

##### Indemnification Procedures.

With respect to non-Party claims that are subject to indemnification under this Agreement, the following procedures shall apply:

* + 1. **Notice**. Promptly after receipt by any person or Entity entitled to indemnification under this Agreement of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitee shall seek indemnification hereunder, the indemnitee shall notify the indemnitor of such Claim. No delay or failure to so notify an indemnitor shall relieve it of its obligations under this Agreement except to the extent that such indemnitor has suffered actual prejudice by such delay or failure. Within fifteen (15) days following receipt

of notice from the indemnitee relating to any claim, but no later than five (5) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee that the indemnitor elects to assume control of the defense and settlement of that claim (a “**Notice of Election**”).

* + 1. **Procedure Following Notice of Election**. If the indemnitor delivers a Notice of Election within the required notice period, the indemnitor shall assume sole control over the defense and settlement of the Claim, and shall act reasonably in its selection of counsel; provided, however, that (i) the indemnitor shall keep the indemnitee fully apprised to the status of the defense, and (ii) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim imposing financial or non-financial obligations or restrictions on the indemnitee or constituting an admission of guilt or wrongdoing by the indemnitee or ceasing to defend against such claim. The indemnitor shall not be liable for any legal fees or expenses incurred by the indemnitee following the delivery of a Notice of Election; provided, however, that the indemnitee shall be entitled to employ counsel at its own expense to participate in the handling of the claim, . The indemnitor shall not be obligated to indemnify the indemnitee for any amount paid or payable by such indemnitee in the settlement of any claim if (x) the indemnitor has delivered a timely Notice of Election and such amount was agreed to without the written consent of the indemnitor,

(y) the indemnitee has not provided the indemnitor with notice of such claim and a reasonable opportunity to respond thereto or (z) the time period within which to deliver a Notice of Election has not yet expired.

* + 1. **Procedure Where No Notice of Election Is Delivered**. If the indemnitor does not deliver a Notice of Election relating to any claim for which it is obligated to indemnify the other Party hereunder within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. The indemnitor shall promptly reimburse the indemnitee for all such reasonable costs and expenses incurred by the indemnitee, including reasonable attorneys’ fees.
  1. Intentionally Left Blank

##### Subrogation.

Except as otherwise provided in **Section 16.1** or **16.2**, if an indemnitor shall be obligated to indemnify an indemnitee pursuant to any provision of this Agreement, the indemnitor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

##### LIABILITY.

* 1. **General Intent**.

Subject to the specific provisions and limitations of this **Article 18**, 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.

##### Limitation of Liability.

* + 1. EXCEPT AS OTHERWISE STATED BELOW IN THIS **SECTION 18.2(a)**, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, SUPPLIERS, NOR SUBCONTRACTORS WILL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, NOR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA FROM ANY CAUSE, OR FOR LOSS OF PROFITS, SAVINGS, OR BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS PERFORMANCE OR NON-PERFORMANCE, EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S (INCLUDING ITS AFFILIATES, SUPPLIERS, AND SUBCONTRACTORS) TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS

AGREEMENT FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE GREATER OF (X) THE AGGREGATE FEES PAID UNDER THIS AGREEMENT, ALL SOWS, AND ALL WORK ORDERS IN THE PRIOR THIRTY SIX (36) MONTHS, OR (Y) FIVE MILLION DOLLARS ($5,000,000). THE LIMITATIONS SET FORTH IN THE FIRST TWO SENTENCES OF THIS **SECTION 18.2(a)** WILL NOT BE APPLICABLE TO ANY LOSS OR DAMAGE CAUSED BY: (I) A PARTY’S FRAUDULENT MISREPRESENTATION OR SUCH GROSS NEGLIGENCE AS TO INDICATE A WANTON DISREGARD OF THE RIGHTS OF OTHERS OR WILLFUL MISCONDUCT IN ITS PERFORMANCE OF THIS AGREEMENT;

(II) BODILY INJURY OR DEATH PROXIMATELY CAUSED BY THE PARTY’S NEGLIGENCE; (III) A PARTY’S BREACH OF ITS OBLGIATIONS PURSUANT TO

**SECTION 13**; (IV) ANY THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION

UNDER **ARTICLE 17** (EXCLUDING **SECTION 17.1(a)**), (V) A PARTY’S FAILURE TO COMPLY WITH APPLICABLE LAW, OR (VI) LOSSES OCCASIONED BY SUPPLIER’S

REFUSAL TO PROVIDE DISENGAGEMENT SERVICES. FOR PURPOSES OF THIS

PROVISION, “REFUSAL” SHALL MEAN THE INTENTIONAL CESSATION BY SUPPLIER, IN A MANNER IMPERMISSIBLE UNDER THIS AGREEMENT, OF THE PERFORMANCE OF ALL OR A MATERIAL PORTION OF THE SERVICES OR DISENGAGEMENT SERVICES THEN REQUIRED TO BE PROVIDED BY SUPPLIER UNDER THIS AGREEMENT. WITH RESPECT TO LOSSES OR DAMAGES CAUSED BY A PARTY’S VIOLATION OF **SECTIONS 13.2** OR **13.3**, AS WELL AS SUPPLIER’S INDEMNIFICATION OBLIGATIONS UNDER **SECTIONS 17.1(d)**, AND WHICH DO NOT OTHERWISE FALL UNDER ONE OF THE EXCEPTIONS SET FORTH IN SUBSECTIONS (I), (II), (IV), (V), (VI) ABOVE, IN LIEU OF THE LIMITATIONS SET FORTH IN THE FIRST TWO SENTENCES OF THIS **SECTION 18.2(a)**, EACH PARTY’S (INCLUDING ITS AFFIATES, SUPPLIERS, AND SUBCONTRACTORS) TOTAL CUMULATIVE, AGGREGATE LIABLITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO TH GREATER OF (A) THREE TIMES (3X) THE AGGREGATE FEES PAID BY CORPORATION AND ANY CORPORATION AFFILIATE UNDER THIS AGREEMENT, INCLUDING ALL SOWS, WORK ORDERS, AND COMPANION AGREEMENTS ENTERED INTO HEREUNDER, OR (B) THIRTY MILLION DOLLARS ($30,000,000).

* + 1. **Items Not Considered Damages**. The following shall not be considered damages subject to, and shall not be counted toward the liability exclusion or cap specified in, **Section 18.2(a)** or **(b)**:
       1. Except as set forth in **Section 7.3** Service Level Credits or **Section 7.4** Developed Material Credits assessed against Supplier pursuant to this Agreement.
       2. Amounts withheld by Corporation in accordance with this Agreement or paid by Corporation but subsequently recovered from Supplier due either to incorrect Charges by Supplier or non-conforming Services.
       3. Invoiced Charges and other amounts that are due and owing to Supplier for Services under this Agreement.

##### DISPUTE RESOLUTION.

* 1. **Informal Dispute Resolution**.

Prior to the initiation of formal dispute resolution procedures with respect to any dispute, other than as provided in **Sections 19.1(e)**, **19.4** or **19.5(b)**, the Parties shall first attempt to resolve such dispute informally, as follows:

* + 1. **Initial Effort**. The Parties agree that the Corporation Relationship Manager and the Supplier Account Manager shall attempt in good faith to resolve all disputes (other than those described in **Sections 19.1(e)**,

**19.4** or **19.5(b)**). If the Corporation Relationship Manager and the Supplier Account Manager are unable to resolve a dispute in an amount of time that either Party deems reasonable under the circumstances, such Party may refer the dispute for resolution to the senior corporate executives specified in **Section 19.1(b)** below upon written notice to the other Party.

* + 1. **Escalation**. Within five (5) business days after a notice under **Section 19.1(a)** above referring a dispute for resolution by senior corporate executives, the Corporation Relationship Manager and the Supplier Account Manager shall each prepare and provide to Supplier’s Vice President Commercial Accounts and Corporation SVP of Global Business Services (or his or her designee), respectively, summaries of the non- privileged relevant information and background of the dispute, along with any appropriate non-privileged supporting documentation, for their review. The designated senior corporate executives shall confer as often as they deem reasonably necessary in order to gather and furnish to the other all non-privileged information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The designated senior corporate executives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the designated senior corporate executives, but may include the preparation of agreed-upon statements of fact or written statements of position.
    2. **Provision of Information**. During the course of negotiations under **Sections 19.1(a)** or **(b)** above, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the dispute, shall be honored in order that each of the Parties may be fully advised of the other’s position. All negotiation shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in any subsequent arbitration or litigation; provided, however, the underlying facts supporting such materials may be subject to discovery.
    3. **Prerequisite to Formal Proceedings**. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
       1. the designated senior corporate executives under **Section 19.1(b)** above concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
       2. thirty (30) days after the notice under **Section 19.1(a)** above referring the dispute to senior corporate executives.
    4. **Exceptions**. The provisions and time periods specified in this **Section 19.1** shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, (iii) address a claim arising out of a dispute subject to **Section 19.5(b)**, or (iv) address a claim arising out of the breach, attempted breach or threatened breach of the obligations identified in **Section 19.4**.

##### Continued Performance.

Each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided that this provision shall not operate or be construed as extending the Term or prohibiting or delaying a Party’s exercise of any right it may have to terminate the Term as to all or any part of the Services. Supplier expressly acknowledges and agrees that, pending resolution of any dispute or controversy, it shall not deny, withdraw, or restrict Supplier’s performance of the Services or Disengagement Services to the Eligible Recipients under this Agreement, except as specifically and expressly agreed in writing by the Parties. For purposes of clarification, Corporation Data may not be withheld by Supplier pending the resolution of any dispute. This **Section 19.2** shall not limit or otherwise

prejudice Corporation obligation to pay undisputed amounts as set forth in **Section 12.3**, or Supplier’s right to terminate for non-payment of such undisputed amounts as set forth in **Section 20.1(b)**.

##### Governing Law.

This Agreement and performance under it shall be governed by and construed in accordance with the applicable Laws of the State of Illinois, without giving effect to any choice-of-law provision or rule (whether of such State or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. The Parties expressly opt out of the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

##### Equitable Relief.

Supplier acknowledges and agrees that, if it breaches (or attempts or threatens to breach) (a) its obligation to provide Services or Disengagement Services in accordance with this Agreement, (b) its obligations respecting continued performance in accordance with **Section 19.2**, or (c) its obligations under **Article 13** (including its obligation to provide access to Corporation Data in accordance with **Section 13.2(a)**), the Eligible Recipients may be irreparably harmed, in which case an adequate remedy at law may not be available. In such a circumstance, Corporation may pursue interim relief in accordance with **Section 19.5(a)(vi)** If an emergency arbitrator, Arbitral Tribunal, or court within the applicable Companion Agreement jurisdiction (as applicable under **Section 19.5(a)(vi)**) finds that Supplier has breached (or attempted or threatened to breach) any such obligation under this Agreement, Supplier agrees that, without any additional findings of irreparable injury or other conditions to equitable relief, it shall not oppose the entry of an appropriate order compelling performance by Supplier and restraining it from any further breaches (or attempted or threatened breaches).

##### Formal Dispute Resolution.

* + 1. **Arbitration Generally**
       1. **Scope of and Submission to Arbitration**. Except for a Local Dispute, any controversy or claim between or among the Parties arising out of, relating to, or having any connection with the Agreement, any Companion Agreement or the formation of this Agreement or any Companion Agreement, including any dispute regarding the existence, execution, validity, interpretation, performance, breach or termination of the Agreement or any Companion Agreement, based upon contract, tort or any other type of law, which cannot be resolved using the procedures set forth in **Section 19.1** shall be submitted to arbitration by initiation pursuant to the procedures provided under this **Section 19.5** and the International Arbitration Rules of the ICDR (“**Rules**”), and shall be finally resolved under the Rules, subject to and as modified by the terms of this Agreement. Certain disputes may be resolved (at Claimant’s election in accordance with **Section 19.5(b)(i)**) subject to and in accordance with the expedited arbitration procedures set forth in **Section 19.5(b)**. For Local Disputes, the Parties agree to submit to the exclusive jurisdiction of the courts identified in the applicable Companion Agreement (including with respect to any request for emergency relief or other provisional or interim measures with respect to a Local Dispute).
       2. **Location, Law and Language**. The place of the arbitration shall be Chicago, Illinois, and shall apply the governing law of this Agreement. The language of the arbitration shall be the English language.
       3. **Appointment of Arbitrators**. Claimant shall nominate an arbitrator by identifying the arbitrator and attaching a copy of his/her resume to the written notice of arbitration (“**Notice of Arbitration**”). Within twenty (20) days after receiving the Notice of Arbitration, Respondent shall nominate an arbitrator and send written notice to Claimant identifying the arbitrator and attaching his or her resume. Within twenty (20) days thereafter, if no challenge of a nominated arbitrator has been submitted to the Administrator, or within twenty (20) days after all challenges to arbitrators nominated by Claimant or Respondent have been resolved, the two nominated arbitrators shall nominate a third arbitrator who will serve as the presiding arbitrator, and the nominee shall send his/her resume to the

Claimant and Respondent. If the arbitrators nominated by Claimant and Respondent are unable to select a third arbitrator, they shall so inform the Administrator in writing, and the Administrator shall nominate the third, presiding arbitrator within twenty (20) days after receiving such notice. The arbitrator nominated by the Administrator shall send his/her resume to the Claimant and Respondent. If Claimant or Respondent does not challenge the Administrator’s nominee within twenty (20) days after the date on which Claimant and Respondent receive the nominee’s resume in compliance with the ICDR’s disclosure requirements, then the Administrator shall complete the appointment of the three arbitrators nominated as described above, and such three arbitrators shall constitute the “**Arbitral Tribunal**”. If either Claimant or Respondent challenges the Arbitrator’s nominee, the Administrator shall resolve such challenge. If the Administrator decides to excuse the nominee based upon such challenge, the Administrator shall nominate another arbitrator within twenty (20) days after excusing the prior nominee and repeat the process as necessary to complete the appointment of the Arbitral Tribunal.

* + - 1. **Timing**. The Claimant, Respondent and arbitrators shall make commercially reasonable efforts to commence the hearing of the arbitration within 180 days after the Arbitral Tribunal is formed. The Arbitral Tribunal shall make best efforts to issue an award within thirty (30) days after the closing of the record.
      2. **No Modification**. Except as agreed by Claimant and Respondent, the Arbitral Tribunal shall have no power to alter or modify any terms or provisions of the Agreement or any Companion Agreement, or to render any award that, by its terms or effects, would alter or modify any term or provision of the Agreement or any Companion Agreement.

##### Interim Relief.

1. Except with respect to Local Disputes, the Parties expressly agree that (1) prior to the formation of the Arbitral Tribunal, nothing in the Agreement or any Companion Agreement shall prevent a Party or its Affiliates from applying to the Administrator in accordance with the Rules for emergency relief or other provisional or interim measures as may be necessary to safeguard the property or rights that are the subject matter of the arbitration;
2. after the Arbitral Tribunal is formed, it shall have the power to grant any remedy or relief pursuant to the provisions set forth in the Agreement or any Companion Agreement, including modifying any order or judgment rendered by an emergency arbitrator pursuant to the Rules before the Arbitral Tribunal was formed; and (3) any interim award ordered by (x) an emergency arbitrator pursuant to the Rules or (y) the Arbitral Tribunal, may be immediately and specifically enforced.

(2) With respect to Local Disputes, the Parties expressly agree that nothing in this Agreement shall prevent a Party or its Affiliates from applying to a court within the applicable Companion Agreement jurisdiction for emergency relief or other provisional or interim measures as may be necessary to safeguard the property or rights that are the subject matter of the Local Dispute.

* + - 1. **Summary Disposition**. The Arbitral Tribunal shall have the power to dismiss at the outset of the proceeding any claim or defense if, taking all of the pleaded allegations of the non-moving party as true, it appears to the Arbitral Tribunal that there is no state of facts that would entitle the non-moving party to prevail on its claim or defense as a matter of applicable Law.
      2. **Discovery**. The Parties agree that discovery with respect to the arbitration shall be governed by the ICDR Guidelines for Arbitrators concerning exchanges of information in effect as of the Effective Date.
      3. **Decision**. The Arbitral Tribunal shall issue its decision in the form of a reasoned written award. The arbitral award shall be final and binding on the Claimant and Respondent.
      4. **Exclusive Jurisdiction of Courts**. Except with respect to Local Disputes, the Parties agree to submit to the exclusive jurisdiction of the courts within Chicago, Illinois for purposes of any litigation arising out of or relating to the arbitration or any resulting award, including any request for equitable relief. If SOWary proceedings are necessary to enforce any judicial or arbitration order, judgment or award, such proceedings may be brought in any court of competent jurisdiction.
      5. **Arbitration Act Exclusion**. The Parties hereby expressly exclude the application of Part I of the Arbitration and Conciliation Act 1996 of India (“**Arbitration Act**”) with respect to any controversy or claim arising out of or relating to the Agreement, a SOW or any Companion Agreement, or any award rendered thereunder, and further agree that each Party hereby waives any and all arguments that Part I of the Arbitration Act does or should apply to any such controversy or claim; provided that the Parties further agree that the express exclusion and waiver herein shall not apply with respect to Section 9 of Part I of the Arbitration Act.
      6. **Costs**. Each Party shall bear its own costs in resolving a dispute, including attorneys’ fees, and shall share equally in paying the costs charged by the ICDR for conducting the arbitration.

##### Expedited Arbitration.

* + - 1. **Initiation**. If the Parties are unable to resolve a dispute in accordance with **Section 19.1** and such dispute involves a claim having an alleged monetary value of less than One Hundred Thousand Dollars ($100,000), then either Party may submit such dispute to binding arbitration according to the procedures set forth in this **Section 19.5(b)** by electronically transmitting a complaint to the other Party, citing this **Section 19.5(b)**, describing the nature of such claim and specifying the amount of compensation demanded. The length of such complaint shall not exceed 3,000 words. Transactional documents and demonstrative aids (e.g., tables, charts and graphs) may be included as exhibits to the complaint and shall not count against such maximum length. PowerPoint may not be used in such complaint.
      2. **Designation of Arbitrator**. At the same time that the Claimant transmits the complaint to the Respondent, Claimant shall request the appointment of a single arbitrator to assist in resolving the dispute (the “**Arbitrator**”). The Arbitrator shall be a member of ICDR. If the Parties cannot agree on the identity of the Arbitrator, the Administrator shall select the Arbitrator.
      3. **Response**. Within five (5) business days after receiving such complaint, the Respondent shall electronically transmit an answer to the Claimant responding to such complaint and specifying the amount of compensation, if any, the Respondent is willing to pay Claimant to resolve the dispute. The length of such answer may be up to 3,000 words, and such answer may have attachments consisting of transactional documents and demonstrative aids (e.g., tables, charts and graphs). PowerPoint may not be used in such answer. If the Respondent takes the position that it needs more than five (5) business days to respond to such complaint, and the Parties cannot agree on an extension, then the Respondent may request an extension of up to ten (10) business days from the Arbitrator. The Arbitrator may approve or deny such extension in the Arbitrator’s sole discretion.
      4. **Hearing**. If the Parties are unable to settle the dispute within five (5) business days after the transmission of the answer (“**Pre-hearing Settlement Period**”), the Arbitrator shall schedule a telephonic hearing to resolve the dispute. The Arbitrator shall not perform any work on the case until after the expiration of the Pre-hearing Settlement Period, unless the Respondent requests an extension of time to respond to the complaint, in which case the Arbitrator shall promptly approve or deny such request. The Arbitrator shall consult with the Parties to set a mutually convenient time for the hearing. Unless otherwise agreed by the Parties, however, the hearing must take place no later than ten (10) business days after the expiration of the Pre-hearing Settlement Period. During the hearing, each side shall have up to one (1) hour to present its position, including time answering the Arbitrator’s questions. Claimant shall present its position first. The Arbitrator may ask additional questions or

allow additional argument for up to a total of thirty (30) additional minutes after the Parties have finished their initial presentations.

* + - 1. **Award**. Within ten (10) business days after the hearing, the Arbitrator shall electronically transmit an arbitration award to the Parties informing them of the Arbitrator’s decision. In resolving the dispute, the Arbitrator may select only the Claimant’s monetary demand or the Respondent’s monetary offer, whichever the Arbitrator concludes represents the most reasonable resolution of the dispute. The Arbitrator may not award any other amount in between or greater or lesser than the amounts specified in the complaint or answer. The Arbitrator is not required to provide an explanation of the basis of the award unless both Parties request a reasoned decision at the end of the arbitration hearing. The Arbitrator’s award shall be final and non-appealable.
      2. **Fees and Costs.** If the dispute is settled before the Arbitrator transmits the arbitration award, the Parties shall each pay equal portions of the Arbitrator’s fees and costs. If the dispute is not so settled, the Party whose position is not selected by the Arbitrator shall be responsible for paying the fees and costs of the Arbitrator.

##### TERMINATION.

* 1. **Termination of this Agreement**.
     1. This Agreement, any SOW, or any Work Order may be terminated by Corporation (i) in whole or in part upon the failure of Supplier to perform any obligation required to be performed by it hereunder or the breach of any material terms and conditions of this Agreement, either of which is not remedied within thirty

(30) days of the receipt of written notice thereof; (ii) in whole without cause, on ninety (90) days written notice to Supplier subject to applicable Termination Charges (if any) as may be mutually agreed upon in the applicable SOW, or (iii) in part without cause, on ninety (90) days written notice, with respect to a particular geographic area, in the event that Corporation enters into a transaction with a third party to appoint such third party as a Developmental Licensee in such geographic area subject to a prorated portion of the applicable Termination Charges (if any) as may be mutually agreed upon in the applicable SOW, corresponding to the geographic area in which such Services are terminated. “Developmental Licensee” means, for purposes of this Agreement, a franchisee to which Corporation or a Corporation Affiliate has granted a geographic territory in which such franchisee may develop additional restaurants under the “Corporation” brand.

* + 1. If Corporation fails to pay undisputed Charges then due and owing under a SOW by the specified due date, then, if Corporation fails to cure such default within thirty (30) days after notice from Supplier of its intention to terminate, Supplier may, by notice to Corporation, terminate the applicable SOW. Supplier acknowledges and agrees that this **Section 20.1(b)** and **Section 20.1(c)** describe Supplier’s only rights to terminate a SOW or this Agreement (as applicable) and Supplier hereby waives any other rights it may have to terminate this Agreement or any SOWs under this Agreement.
    2. Either Party may terminate this Agreement in the event that either Party shall (i) become insolvent; (ii) make a general assignment for the benefit of creditors; (iii) suffer or permit the appointment of a receiver for its business or assets; or (iv) avail itself of, or become subject to, any proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute if not stayed or dismissed within sixty (60) days after filing.
    3. In the event of a change in Control of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) or the Entity that Controls Supplier (if any), where such Control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) are acquired by any Entity, or Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) is merged with or into another Entity to form a new Entity, then at any time within twelve (12) months after the last to occur of such events,

Corporation may at its option terminate this Agreement by giving Supplier at least ninety (90) days’ prior notice and designating a date upon which such termination shall be effective. The Parties acknowledge that should Corporation terminate pursuant to this **Section 21.1(d)**, such termination shall be a termination for convenience, but Supplier shall not be entitled to any Termination Charges in connection with such a termination.

* + 1. If Corporation chooses to terminate this Agreement or a SOW in part where allowed in this Agreement, the Charges payable shall be equitably adjusted in accordance with the pricing methodology set forth in the applicable SOW, to reflect such partial termination.
    2. Intentionally Left Blank
    3. This Agreement, or any SOW or Work Order may be terminated by Corporation for cause if a Termination Charge is contemplated in the applicable SOW, and if Supplier becomes liable for or incurs Service Level Credits under such SOW that, in the aggregate, exceed fifty percent (50%) of the cumulative At Risk Amount under a SOW during any rolling six (6) month period; or
    4. This Agreement, or any SOW or Work Order, may be terminated by Corporation for cause if a Termination Charge is contemplated in the applicable SOW and if Supplier fails to perform in accordance with the Minimum Service Level for the same Critical Service Level for three (3) consecutive months or has more than five (5) Service Level Defaults of one (1) or more Critical Service Levels over a three (3) consecutive month period. The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination under this **Section 20.1(h)** does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections, and no Party shall contend otherwise in any dispute or controversy between the Parties.

##### Return of Materials.

Within ten (10) business days of the termination or expiration of this Agreement, a Project or upon demand, the receiving Party will require its Personnel, (i) return all of the disclosing Party’s Confidential Information to the disclosing Party (including each and every form and copy of such Confidential Information) and deliver to Corporation all of its Intellectual Property and all other property of Corporation as specified below. In the event of termination or expiration of this Agreement, a Project or the reassignment or termination of any of its Personnel assigned to Corporation, Supplier will secure and return any Corporation equipment or other property that is being used by its Personnel outside the premises of Corporation. Unless otherwise required to perform the Services, during the term of this Agreement and after termination or expiration of this Agreement, Supplier will not copy, duplicate, or otherwise reproduce, or permit copying, duplicating, or reproduction of any documents or writings relating to Corporation or its business or any Project (including any Corporation Materials and Corporation Confidential Information), whether stored on paper, magnetic tape, CD, electronically, or otherwise, including but not limited to notes, notebooks, letters, blueprints, manuals, drawings, sketches, specifications, formulas, financial documents, business plans, and the like, or any other documentation owned or originated by Corporation or relating to Corporation or its business or any Project which, from time to time, may have come into the possession, custody, or control of Supplier or its Personnel, without the express written consent of Corporation, or, as a part of Supplier or its Personnels’ duties performed hereunder for the benefit of Corporation. In the event any Corporation Confidential Information or Corporation Work Product are stored or otherwise kept in or on a Personnel hard drive or other storage device owned by or otherwise in the possession or control of Supplier or its Personnel (collectively, “**Supplier Storage Device**”), Supplier and/or any its Personnel shall, upon demand or upon termination or expiration of this Agreement or a Project, certify in writing to Corporation that all such Confidential Information, Work Product and other information relating to Corporation or any Project have been deleted from all Supplier Storage Devices.

##### Disengagement Services.

* + 1. **Availability**. As part of the Services, and for the Charges set forth in **Sections 20.3(b)(ii)** and **20.2(c)** and the applicable SOW, Supplier shall provide to Corporation and its designee(s) the Services described in **Section 20.3(b)** and any disengagement services described in the applicable SOW (collectively, the “**Disengagement Services**”) with respect to any Services that Supplier shall no longer be performing for Corporation (whether as a result of termination, expiration or removal) (the “**Affected Services**”).
       1. **Period of Provision**. Supplier shall provide Disengagement Services to Corporation and its designee(s), commencing upon a request for Disengagement Services, and, at Corporation request, continuing for up to eighteen (18) months following the effective date of the notice of removal of the Affected Services, or, if applicable, the expiration or termination of the applicable SOW Term with respect to the Affected Services.
       2. **Firm Commitment**. Supplier shall provide Disengagement Services regardless of the reason for removal of the Affected Services; provided, that if any SOW is terminated by Supplier under **Section 20.1(b)** for failure to pay undisputed amounts, subject to **Section 12.3**, Supplier may require payment in advance at the beginning of each month for Disengagement Services to be provided or performed under this **Section 20.3**. Such advance payments shall be based on an estimate provided by Supplier at least fifteen (15) days in advance of such month with any additional Charges or credits to be reflected on the next invoice.
       3. **Performance**. All Disengagement Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Without limiting the foregoing, Supplier shall perform the Disengagement Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the same or similar Services during the Term, including compliance with the Service Levels, payment of Service Level Credits if it fails to do so, and if the Disengagement Services occur during the Sarbanes-Oxley reporting period, delivery of the Controls Audit Reports in accordance with **Section 9.10(h)**. Supplier Personnel (including all Key Supplier Personnel) reasonably considered by Corporation to be critical to the performance of the Services and Disengagement Services shall be retained on the Corporation account through the completion of all relevant Disengagement Services.
    2. **Scope of Disengagement Services**. At Corporation request, the Disengagement Services provided by Supplier shall include the services, functions and responsibilities described below (in addition to any Disengagement Services described in the applicable SOW).
       1. **General Support**. To the extent requested by Corporation, Supplier shall (A) assist Corporation or its designee(s) in developing a written disengagement plan (“**Disengagement Plan**”) to effect the disengagement, (B) perform programming and consulting services to assist in implementing the Disengagement Plan, (C) train personnel designated by Corporation or its designee(s) in the use of any business processes, work instructions and work procedures and any Equipment, Software, Systems, Materials and tools used in connection with the performance of the Affected Services,

1. catalog all business processes, work instructions, work procedures, Software, Corporation Data, Equipment, Materials, Third Party Contracts and tools used to provide the Affected Services, (E) provide machine readable and printed listings and associated documentation for source code solely related to the performance of the Services and assist in its re-configuration, (F) where applicable, provide technical documentation for Supplier Software and Supplier-provided Third Party Materials used by Supplier to provide the Affected Services, (G) assist in the execution of a parallel operation, data migration and testing process until the successful completion of the transition of the Affected Services to Corporation or its designee(s), (H) create and provide copies of the Corporation Data related to the Affected Services in the format and on the media reasonably requested by Corporation, another Eligible Recipient and/or their designee(s), (I) provide a complete and up-to-date, electronic copy of the Policy and Procedures Manual and applicable business processes, work instructions and work procedures solely related to the Services in the format and on the media reasonably requested by Corporation, and (J) provide other technical assistance requested by Corporation that is reasonably related to the disengagement with respect to the Affected Services.
   * + 1. **Continuation of the Affected Services**. At Corporation request, Supplier shall continue providing to the Eligible Recipient(s) any or all of the Affected Services after their anticipated removal, expiration or termination date. Supplier shall provide any such Affected Services subject to and in accordance with the terms and conditions of this Agreement and Corporation shall pay Supplier the Charges specified in the applicable SOW that Corporation would have been obligated to pay Supplier for such Affected Services if the Agreement had not yet expired or been terminated or had the Affected Services not been removed. To the extent Corporation requests a portion of the Services included in a particular Charge, the amount to be paid by Corporation shall be equitably adjusted to reflect the portion of the Affected Services included in such Charge that Supplier shall not be providing or performing.
       2. Intentionally Left Blank
       3. Intentionally Left Blank
       4. **Equipment**. Except as otherwise agreed by the Parties, Corporation and its designee(s) shall have the right (but not the obligation) to purchase any Equipment owned by Supplier that is solely used by Supplier, Subcontractors or Supplier Affiliates to perform the Affected Services. Such Equipment shall be transferred in good working condition, reasonable wear and tear excepted, as of the completion of any Affected Services requiring such Equipment. Supplier shall maintain such Equipment through the date of transfer. Supplier shall grant to Corporation or its designee(s) a warranty of title and a warranty that such Equipment is free and clear of all liens and encumbrances. Such conveyance by Supplier to Corporation or its designee(s) shall be at the lesser of fair market value or net book value calculated in accordance with generally accepted accounting principles. At Corporation request, the Parties shall negotiate in good faith and agree upon the form and structure of the purchase.
       5. **Corporation Facilities, Equipment and Software**. Supplier shall vacate the Corporation Facilities and return to Corporation, if not previously returned, any Corporation owned Equipment (including Corporation Provided Equipment as defined in **Section 6.5(d)**, Corporation leased Equipment, Corporation Materials and Corporation licensed Third Party Materials (including Software), in condition at least as good as the condition when made available to Supplier, ordinary wear and tear excepted. Supplier shall vacate such Corporation Facilities and return such Equipment, Materials and Software to the extent that the Services requiring such Corporation Facilities, Equipment, Materials and Software are no longer being provided by Supplier.
     1. **Rates and Charges**. Except as provided below and in **Section 20.2(b)(ii)** to the extent the Disengagement Services requested by Corporation can be provided by Supplier using personnel and resources already assigned to Corporation, as determined by Supplier and Corporation, there shall be no additional charge to Corporation for such Disengagement Services. If Disengagement Services requested by Corporation cannot be provided by Supplier using Supplier Personnel then assigned to Corporation without adversely affecting Supplier’s ability to meet its performance obligations, as determined by Supplier and Corporation, Corporation may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Supplier, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel. To the extent Corporation authorizes Supplier to use additional Supplier Personnel to perform material Disengagement Services requested by Corporation, Corporation shall pay Supplier the rates and charges specified in the applicable SOW, or, if no such rates and charges are specified in the applicable SOW, a negotiated fee which shall be

no less favorable to Corporation than the effective discount to Supplier’s standard rates reflected by the rates in the applicable SOW less any discounts in the applicable SOW.

##### GENERAL.

* 1. **Binding Nature, Assignment**.
     1. **Binding Nature**. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.
     2. **Assignment**. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except in the following circumstances:
        1. Corporation may assign its rights or obligations under this Agreement or any SOW, without the approval of Supplier, to an Affiliate that expressly assumes Corporation obligations and responsibilities hereunder, provided that Corporation remains fully liable for and is not relieved from the full performance of its obligations under this Agreement; and
        2. Supplier may assign to third parties, in whole or in part, its rights and obligations under any SOW for Services performed in countries or territories where Supplier conducts business principally through distributors, provided that Supplier remains fully liable for and is not relieved from the full performance of its obligations under this Agreement, and Corporation shall pay Supplier rather than such third party for the Services performed by such third party unless otherwise agreed to by the Parties in writing. Supplier shall notify Corporation at least thirty (30) days prior to any such assignment.
        3. Corporation may assign its rights and obligations under this Agreement or any SOW, without the approval of Supplier, to an Entity acquiring, directly or indirectly, Control of Corporation, an Entity into which Corporation is merged, or an Entity acquiring all or substantially all of Corporation assets, provided that the acquirer or surviving Entity agrees in writing to be bound by the terms and conditions of this Agreement.
     3. **Impermissible Assignment**. Any attempted assignment that does not comply with the terms of this Section shall be null and void.

##### Entire Agreement; Amendment.

This Agreement, including any schedules, exhibits, attachments, appendices or annexes referred to herein and attached hereto as well as any SOWs, Companion Agreements and Work Orders entered into from time to time by the Parties, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. The schedules, exhibits, attachments, appendices or annexes to any Companion Agreement, SOW or Work Order are incorporated into such Companion Agreement, SOW or Work Order by this reference. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver or discharge is sought to be enforced. The express terms of this Agreement control and supersede any course of performance or dealing or usage of the trade inconsistent with any of the terms hereof.

##### Notices.

* + 1. **Primary Notices**. Any notice, notification, request, demand or determination provided by a Party pursuant to the following:

**Section 4.6(a)** (Right to In-Source or Use of Third Parties; Cooperation and Management – Right of Use);

**Section 6.7** (Notice of Defaults);

**Section 9.12**(e) (Notice of Adverse Impact); **Section 10.2** (Supplier Excused Performance); **Section 11.4** (Extraordinary Events);

**Section 13.1(c)** (Loss of Confidential Information); **Article 15.1** (Insurance and Risk of Loss);  **Sections 17.5** (Indemnification Procedures); **Section 19.1** (Dispute Resolution Procedures); **Article 20** (Termination);

**Section 20.3** (Disengagement Services); and

**Section Error! Reference source not found.** (Binding Nature, Assignment);

shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery, or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of Corporation: In the case of Supplier:

CORPORATION INC. AQW CORPORATION

801 Lakeview Drive, Suite 100

Oak Brook, Illinois 60523 Blue Bell, PA 19422

Attention: Tom Gergets Attention: General Counsel Facsimile: 215-986-5721

With a copy to: With a copy to:

CORPORATION INC. Supplier Account Executive

2915 Jorie Blvd. To be delivered to Supplier Account Executive’s office at the designated Corporation Site.

Oak Brook, Illinois 60523 Attention: General Counsel Facsimile: (630) 623-3512

* + 1. **Other Notices**. All notices, notifications, requests, demands or determinations required or provided pursuant to this Agreement, other than those specified in **Section 21.3(a)**, shall be in writing and may be sent in hard copy in the manner specified in **Section 21.3(a)**, or by e-mail transmission (where receipt is affirmatively acknowledged by the recipient, excluding auto-receipts) or facsimile transmission (with acknowledgment of receipt from the recipient’s facsimile machine) to the addresses set forth below:

In the case of Corporation: In the case of Supplier: CORPORATION INC. AQW CORPORATION

801 Lakeview Drive, Suite 100

Oak Brook, Illinois 60523 Blue Bell, PA 19422

Attention: Tom Gergets Attention: General Counsel Facsimile: 215-986-5721

CORPORATION INC. AQW CORPORATION

801 Lakeview Drive, Suite 100

* + 1. **Notice of Change**. A Party may from time to time change its address or designee for notification purposes by giving the other prior notice of the new address or designee and the date upon which it shall become effective.

##### Counterparts, Headings, Language.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto. The Article and Section headings and the table of contents used in this Agreement are for reference and convenience only and shall not be considered in the interpretation of this Agreement. All Schedules, Annexes, Exhibits, Attachments, documents, materials, deliverable items, notices and communications of any kind between the Parties and their representatives relating to the Services or this Agreement shall be in the English language.

##### Relationship of Parties.

Supplier, in furnishing services to the Eligible Recipients hereunder, is acting as an independent contractor, and Supplier has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Supplier or Supplier Personnel under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Neither Party shall have the right, power or authority, expressly or impliedly, to represent or bind the other Party as to any matters.

##### Severability.

If any provision of this Agreement conflicts with applicable Law or is held void, invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is void, invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by applicable Law.

##### Consents and Approval.

Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this 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 of 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 expressly provided in such approval or consent.

##### Waiver of Default; Cumulative Remedies.

* + 1. **Waiver of Default**. A delay or omission by either Party hereto to exercise any right under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
    2. **Cumulative Remedies**. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, by contract or otherwise. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract or otherwise.

##### Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

##### Publicity.

Neither Party shall use the other Party’s names, logos, service marks, trade names or trademarks or refer to the other Party directly or indirectly in any press release, public announcement or public disclosure relating to this Agreement, including in any promotional, advertising or marketing materials, customer lists or business presentations without the prior written consent of the other Party prior to each such use or reference. Supplier shall not make any public statements about this Agreement, the Services or its relationship with the Eligible Recipients without Corporation prior approval.

##### Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement is entered into solely between, and may be enforced only by, Corporation and Supplier. This Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties (other than the right of Eligible Recipients to receive Services), including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

##### Covenant Against Pledging.

Supplier agrees that, without the prior written consent of Corporation, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from Corporation under this Agreement for any reason whatsoever. To the extent Corporation permits Supplier to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from Corporation under this Agreement, Supplier shall continue to be Corporation sole point of contact with respect to this Agreement, including with respect to payment. The person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall not be considered a third party beneficiary under this Agreement and shall not have any rights or causes of action against Corporation.

##### Order of Precedence.

* + 1. In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise the Agreement or any Companion Agreement, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and SOWal to one another and do not conflict with each other, such consistent, non-conflicting and SOWal interpretation shall prevail, in a manner that gives effect to all of such terms, absent an express statement of exclusion of a particular provision, term, Article or Section of another document constituting part of the Agreement or such Companion Agreement, or an express statement that one provision or term in another document constituting part of the Agreement or such Companion Agreement takes precedence over another or applies notwithstanding the other (in which case, that express statement of exclusion, precedence or application shall first be given effect).
    2. If and to the extent that clause (a) does not resolve any interpretive questions or issues among terms that cannot be read as non-conflicting, consistent and SOWal, the following general order of precedence shall apply (with lower-numbered items having priority over higher-numbered items):
       1. MPSA;
       2. the Annexes and Exhibits to the MPSA;
       3. each SOW;
       4. the schedules, exhibits, attachments, appendices or annexes to each SOW;
       5. Work Orders to each SOW;
       6. the terms and conditions contained in the body of each Companion Agreement executed by the Parties (excluding the terms and conditions of this Agreement incorporated by reference in any such Companion Agreement);
       7. the terms and conditions contained in the schedules, exhibits, attachments, appendices or annexes to each Companion Agreement executed by the Parties;
       8. the Policy and Procedures Manual; and
       9. Intentionally Left Blank
       10. any other document that makes specific reference to this Agreement.
    3. No SOW can modify the requirements of this MPSA without specific reference to this **Section 21.13**.

If Supplier submits Work Orders, change orders, Services requests, invoices or other similar documents or Corporation submits purchase orders or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form shall be deemed to supersede any of the terms and conditions of this Agreement or any Companion Agreement without express written approval (making specific reference to this **Section 21.13** and complying with the notice requirements in **Section 21.3**) by the Party to be charged.

##### Hiring.

* + 1. **Solicitation and Hiring**. Except as expressly set forth herein, during the Term and for a period of twelve

(12) months thereafter, Supplier shall not solicit for employment directly or indirectly, nor employ, any employees of an Eligible Recipient or individual Third Party Contractors without the prior approval of Corporation. Except as expressly set forth herein in connection with the expiration or termination in whole or in part of this Agreement, during the Term and for a period of twelve (12) months thereafter, Corporation shall not solicit for employment directly or indirectly, nor employ, any employee of Supplier involved in

the performance of Supplier’s obligations under this Agreement without the prior consent of Supplier. In

each case, the prohibition on solicitation and hiring shall extend ninety (90) days after the termination of the employee’s employment or, in the case of Supplier employees, the cessation of his or her involvement in the performance of Services under this Agreement. This provision shall not operate or be construed to prevent or limit any employee’s right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee’s freedom of movement or association.

* + 1. **Publications**. Neither the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation nor the consideration and hiring of persons responding to such advertisements shall be deemed a breach of this **Section 21.14**, unless the advertisement and solicitation is undertaken as a means to circumvent or conceal a violation of this provision and/or the hiring party acts with knowledge of this hiring prohibition.

##### Liens.

Supplier shall not file, or by its action or inaction permit, any liens to be filed on or against property or realty of any Eligible Recipient.

##### Covenant of Cooperation and Good Faith.

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

##### Acknowledgment, Further Assurances.

The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, upon the request of a Party, the other Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

##### Reference.

Unless otherwise directed by Corporation, Supplier shall use Corporation as a reference for all prospective Supplier customers interested in purchasing services that include the same or substantially similar services to the Services. In conjunction with the foregoing, the Corporation Relationship Manager (or equivalent level of Corporation management), shall serve as the contact point for such prospective Supplier customers and shall respond to all inquiries in a timely manner. Notwithstanding anything to the contrary in this Agreement, Supplier acknowledges and agrees that the Corporation Relationship Manager (or equivalent level of Corporation management) may freely discuss all aspects of Supplier’s performance and Corporation satisfaction with such performance with prospective Supplier customers. Supplier shall provide such prospective Supplier customers with appropriate Corporation contact information. The identity of such prospective Supplier customers and all information related thereto shall be considered Supplier’s confidential information.

##### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this MPSA to be executed by their respective duly authorized

representatives as of the Effective Date.

##### CORPORATION INC. AQW CORPORATION

##### Exhibit 1 Definitions

1. **GENERAL**.

The terms defined in this Exhibit include the plural as well as the singular and the derivatives of such terms. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision. Article, Section, Subsection and Attachment references refer to articles, sections and subsections of, and attachments to, the MPSA, unless specified otherwise. The words “include” and “including” shall not be construed as terms of limitation and introduce a non-exclusive set of examples. The word “or” shall not be exclusive. The words “day”, “month”, “quarter” and “year” mean, respectively, calendar day, calendar month, calendar quarter and calendar year. As stated in **Section 21.3** of the MPSA, the words “notice” and “notification” and their derivatives mean notice or notification in writing. Other terms used in this Agreement are defined in the context in which they are used and have the meanings there indicated.

##### DEFINITIONS.

The following terms, when used in the Agreement, have the meanings specified below.

“**Acceptance**” means the determination, and in accordance with the Policy and Procedures Manual or other criteria agreed to by the Parties, following implementation, installation, testing and execution in the production environment for an agreed upon number of business cycles that Software, Equipment, Systems and/or Developed Materials are in Compliance.

“**Accepted**” means that the applicable Software, Equipment, Systems and/or Developed Materials have gained Acceptance.

“**Access Code**” means a user identification number, a code or a password (or some combination of the foregoing) permitting access to a Corporation Network.

“**Acquired Assets**” means the Equipment, Software and other assets owned or controlled by Corporation or the other Eligible Recipients and listed in a SOW, which Supplier shall acquire as of the Commencement Date (or, if later, the date on which Supplier assumes responsibility for the Services in question in accordance with the Transition Plan).

“**Acquired Assets Credit**” means the amount set forth in the applicable SOW that Supplier shall pay to Corporation as consideration for the Acquired Assets.

“**Administered Expenses**” means the expenses identified as “Administered Expenses” in the applicable SOW.

“**Affected Employees**” means the employees, ex-employee(s), agents, or contractor staff of Corporation and its Eligible Recipients who are/were performing the Services that shall be performed by Supplier as of the Commencement Date.

“**Affected Services**” has the meaning given in **Section 20.3(a)**.

“**Affiliate**” means, generally, with respect to any Entity, any other Entity Controlling, Controlled by or under common Control with such Entity; provided, however, with respect to Corporation, the term “Affiliate” shall not include any independent franchisee, development licensee or other independent operating entity that has a license to use the Corporation brand and trademarks to operate Corporation restaurants in accordance with certain methods and procedures prescribed by the applicable Corporation Affiliate.

“**Agreement**” has the meaning given in **Section 1.1(c)**.

“**Agreement Terms**” has the meaning given in **Section 13.1(a)(v)**.

“**Applications Software**” or “**Applications**” means those software application programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) used to support day-to-day business operations and accomplish specific business objectives to the extent Supplier has financial or operational responsibility for such programs or programming under the applicable SOW. Applications Software shall include all such programs or programming in use as of the applicable SOW Effective Date, including those that are set forth in the applicable SOW. Applications Software also shall include all such programs or programming developed and/or introduced on or after the applicable SOW Effective Date to the extent a Party has financial or operational responsibility for such programs or programming under the applicable SOW.

“**Arbitral Tribunal**” has the meaning given in **Section 19.5(a)(iii)**.

“**Arbitration Act**” has the meaning given in **Section 19.5(a)(xi)**.

“**Arbitrator**” has the meaning given in **Section 19.5(b)(ii)**.

“**ARD Laws**” has the meaning given in **Section 8.8**.

“**At Risk Amount**” means the percentage of the Monthly Charges as set forth under the applicable SOW.

“**Authorized User(s)**” means, individually and collectively, the employees, business units, contractors, subcontractors, agents, representatives, and joint ventures of Corporation and the other Eligible Recipients (other than Supplier and its Subcontractors) designated by Corporation or another Eligible Recipient to receive or use the Systems or Services provided by Supplier.

“**Cardholder Data**” means all data designated as “Cardholder Data” or “Sensitive Authentication Data” in PCI DSS.

“**Change Control Procedures**” has the meaning given in **Section 9.6(a)(ii).**

“**Charges**” means the amounts set forth in a SOW, including in **Exhibit 7** to the SOW, as charges for the Services under that SOW, excluding Administered Expenses, Service Taxes and Corporation retained expenses.

“**Claim(s)**” has the meaning given in **Section 17.1**.

“**Commencement Date**” means, with respect to a particular Service, the date set forth in the applicable SOW designated for the commencement of such Service or, if no such date is set forth in the applicable SOW, the SOW Effective Date.

“**Companion Agreement**” has the meaning given in **Section 2.2(a)**.

“**Compliance**” and “**Comply**” means, with respect to Software, Equipment, Systems or Developed Materials to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, compliance in all material respects with the Specifications.

“**Confidential Information**” means (i) this Agreement and the terms hereof; (ii) all information marked confidential, proprietary or with a similar legend by either Party; and (iii), in the case of Corporation, any other information that should reasonably b e understood to be confidential, whether or not so marked, including, but not limited to Software, Developed Materials, Corporation Data, Personal Data, attorney-client privileged materials, and attorney work product, Corporation business, operations, products, services, strategies, promotions, research, prospects, employee-relations or development of Corporation or any Corporation Affiliate or their respective franchisees, suppliers, clients or customers, financial/accounting information, human

resources/personnel information, benefits-related information, payroll information marketing/sales information,

contact information, information regarding businesses, plans, operations, mergers, acquisitions, divestitures, third party contracts, licenses, internal or external audits, law suits, arbitrations, mediations or regulatory compliance.

“**Contract Changes**” has the meaning given in **Section 11.1(d)**.

“**Contract Records**” has the meaning given in **Section 9.10(a)**.

“**Control**” and its derivatives means: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) more than fifty percent (50%) of the aggregate of all voting equity interests in an Entity or (ii) equity interests having the right to more than fifty percent (50%) of the profits of an Entity or, in the event of dissolution, to more than fifty percent (50%) of the assets of an Entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the Entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an Entity (or one of its Affiliates) of the position of sole general partner.

“**Controls Audit**” has the meaning given in **Section 9.10(h)(i)**.

“**Controls Audit Reports**” has the meaning given in **Section 9.10(h)(i)**.

“**Critical Deliverables**” means the deliverables identified in the applicable SOW or Work Order, if any, as Critical Deliverables.

“**Critical Service Level**” means a Service Level identified as a “Critical Service Level” in a SOW with respect to which Service Level Credits may be payable to Corporation if Supplier fails to meet such Service Level.

“**Data Controller**” has the meaning given in the European Union Data Protection Legislation. “**Data Exporter**” has the meaning given in the European Union Data Protection Legislation. “**Data Importer**” has the meaning given in the European Union Data Protection Legislation. “**Data Processor**” has the meaning given in the European Union Data Protection Legislation.

“**Deliverable**” means a Developed Material that is identified as a deliverable in the Agreement, or in a statement of work, project plan, or other writing by or between the Parties.

“**Deliverable Credits**” means the amount payable to Corporation in the event Supplier fails to deliver a Critical Deliverable or meet certain Transition Milestones or Transformation Milestones in accordance with a SOW.

“**Derivative Work**” means a work based on one or more preexisting works, including a condensation, transformation, translation, modification, expansion, or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under applicable Law, but excluding the preexisting work.

“**Developed Materials**” means any Materials (including Software), or any modifications, enhancements or Derivative Works thereof, that it is developed by or on behalf of Supplier solely for Corporation or the other Eligible Recipients in connection with or as part of the Services (rather than Materials that Supplier creates independently of this Agreement).

“**Development Tools**” means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are used in the development, testing, deployment and maintenance of Applications to the extent a Party has financial or operational responsibility for such programs or programming under a SOW. Development Tools shall include all such products in use or required to be used as of the Commencement Date, including those set forth in the applicable SOW. Development Tools also shall include all such products selected and/or developed by or for Corporation or the other Eligible Recipients on or after the Commencement Date to the extent a Party has financial or operational responsibility for such programs or programming under a SOW.

“**Disengagement Plan**” has the meaning given in **Section 20. 3(b)(i)**.

“**Disengagement Services**” has the meaning given in **Section 20.3(a)**.

“**EEA**” has the meaning given in **Section 13.3(a)(i)**.

“**Effective Date**” has the meaning given in the preamble to the MPSA.

“**Eligible Recipients**” means, collectively, the following who receive Services under this Agreement:

* 1. Corporation;
  2. any Entity that is an Affiliate of Corporation on the applicable SOW Effective Date, or thereafter becomes an Affiliate of Corporation;
  3. any independent franchisee, development licensee or other independent operating entity that has a license to use the Corporation brand and trademarks to operate Corporation restaurants in accordance with certain methods and procedures prescribed by Corporation or an Affiliate of Corporation;
  4. any Entity that purchases after the applicable SOW Effective Date from Corporation or any Affiliate of Corporation, all or substantially all of the assets of Corporation or such Affiliate, or of any division, marketing unit or business unit thereof, provided that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;
  5. [Reserved]
  6. any Entity into which Corporation or any Affiliate of Corporation merges or consolidates, provided that such Entity has assumed Corporation obligations under this Agreement, and provided further that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;
  7. any Entity which merges into or consolidates with Corporation or any Affiliate of Corporation;
  8. any Entity, including any corporation, joint venture, partnership or manufacturing or retail facility, in which on or after the applicable SOW Effective Date, Corporation or any Affiliate of Corporation has an ownership interest and as to which Corporation or such Affiliate has management or operational responsibility;
  9. any person or Entity engaged in the provision of products or services to Corporation or another Eligible Recipient identified in **clauses (a)** through **(g)** (e.g., contract personnel working at a Corporation site), but only in connection with the provision of such products or services to Corporation or such other Eligible Recipient; and
  10. other Entities to which the Parties agree in writing.

“**Entity**” means a corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity.

“**Ensure**” or “**ensure**” shall be construed not to create a warranty obligation unless used in conjunction with any express “warranty” language in the Agreement.

“**Equipment**” means all computing, networking and communications equipment procured, provided, operated, supported, or used by an Eligible Recipient, Supplier or an Authorized User in connection with the Services, including (i) mainframe, midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling, (ii) personal computers, laptop computers, terminals, workstations, personal data devices and associated attachments, features, accessories, printers, multi-functional printers, peripheral or network devices, and cabling, and (iii) voice, data, video and wireless telecommunications, network and monitoring equipment and associated attachments, features, accessories, peripheral devices, cell phones and cabling.

“**European Union Data Protection Legislation**” means EU Directive 95/46/EC, 2002 O.J. L6/52, or any successor legislation that supersedes such directive.

“**Extraordinary Event**” has the meaning given in **Section 11.4(a)**.

“**Force Majeure Event**” has the meaning given in **Section 9.14**.

“**HIPAA Privacy Rule**” means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder (45 C.F.R. Parts 160-164), as the same may be amended from time to time.

“**Income Taxes**” means any tax on or measured by the net income of a Party (including taxes on capital or net worth that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax or franchise tax for the privilege of doing business.

“**ISO**” means the International Organization for Standardization. “**Issuers**” has the meaning given in **Section 13.2(e)**.

“**Key Measurements**” are those Service Levels for which no Service Level Credit is payable.

“**Key Supplier Personnel**” means the Supplier Personnel filling the positions designated as Key Supplier Personnel positions in a SOW.

“**Laws**” means all federal, state, provincial, regional, territorial and local laws, statutes, regulations, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization (“**SRO**”), including Privacy Laws. For purposes of this Agreement, Laws shall also include all generally accepted accounting principles (“**GAAP**”), as such principles may be modified during the Term by the Public Company Accounting Oversight Board or other applicable authorities.

“**LDPA**” has the meaning given in **Section 13.3(a)(vi)**.

“**Litigation Requirements Notice**” has the meaning given in **Section 13.5(c)(i)**.

“**Litigation Response Plan**” has the meaning given in **Section 13.5(b)**.

“**Local Dispute**” means any dispute under a Companion Agreement that is expressly either (i) required by the mandatory Laws of the jurisdiction where the parties to such Companion Agreement are located to be (A) subject to specific Laws of such jurisdiction and (B) resolved in a court within such jurisdiction, and in each case where such mandatory Laws expressly provide that the applicability of such mandatory Laws is not subject to contractual waiver or limitation; or (ii) agreed by the parties to such Companion Agreement in the such Companion Agreement to be addressed as a Local Dispute.

“**Losses**” has the meaning given in **Section 17.1**.

“**Major Release**”, unless otherwise defined in a SOW, means a new version of Software that includes material changes to the architecture and/or adds material new features and functionality in addition to the original functional characteristics of the preceding Software release.

“**Managed Third Parties**” has the meaning given in **Section 4.6(c)**.

“**Materials**” means, collectively, Software, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, reports, drawings, databases, spreadsheets, machine-readable text and files financial models, research, findings, recommendations, tests, techniques, books, records, papers, notes, catalogs, compilations of information, correspondence, stored data (including data or files that exist on any computer or other electronic storage device), reports, charts, graphs, works of authorship, analysis, trade secrets, trademarks and service marks, ideas, inventions, designs, developments, devices, methods, methods of doing business and work product, whether tangible or intangible, and improvements to the foregoing (whether or not patented or patentable, reduced to practice) and all patents and patent applications related thereto, all copyrights, copyrightable works and mask works and all registrations and applications for registration related thereto.

“**Corporation**” has the meaning given in preamble of the MPSA.

“**Corporation Data**” means any data or information of Corporation or any other Eligible Recipient that is provided to or obtained by Supplier in connection with the negotiation and execution of this Agreement or the performance of its obligations under this Agreement, including data and information with respect to the businesses, past current and prospective customers, operations, facilities, products, insurance policies, policy holders, applicants or other prospective customers, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of Corporation or any Eligible Recipient. Corporation Data also means any data or information of Corporation or another Eligible Recipient (i) created, generated, collected or processed by Supplier in the performance of its obligations under this Agreement, including data processing input and output, asset information, Reports, third party service and product agreements of Corporation or

another Eligible Recipient, retained expenses and Administered Expenses or (ii) that resides in or is accessed through Software, Equipment or Systems provided, operated, supported or used by Supplier in connection with the Services, and including information derived from such data and information. Corporation Data shall not include any Supplier Confidential Information.

“**Corporation Facilities**” has the meaning given in **Section 6.2(a)**.

“**Corporation Network**” has the meaning given in **Section 6.3(a)**.

“**Corporation Materials**” has the meaning given in **Section 14.1(a)**.

“**Corporation Provided Equipment**” has the meaning given in **Section 6.5(e)(1)**.

“**Corporation Relationship Manager**” has the meaning given in **Section 10.1(a)**.

“**Corporation Rules**” has the meaning given in **Section 6.2(b)**.

“**Corporation Standards**” has the meaning given in **Section 9.5(a)**.

“**MDPA**” has the meaning given in **Section 13.3(a)(vi)**.

“**Minimum Service Level**” has the meaning given in the applicable SOW.

“**Minor Release**”, unless otherwise defined in a SOW, means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include “Maintenance Releases” which are SOWal to and made available between Major Releases and other Minor Releases, issued and provided under specific vendor service level or maintenance obligations and contain only accumulated resolutions or mandated changes.

“**New Advances**” has the meaning given in **Section 9.12(d)**.

“**New Services**” means new services or significant changes to existing Services requested by Corporation, (i) that impose materially different obligations on Supplier, (ii) that require materially different levels of effort, resources or expense from Supplier, and (iii) for which there is no current Resource Baseline or charging methodology.

“**Notice of Arbitration**” has the meaning given in **Section 19.5(a)(iii)**.

“**Notice of Election**” has the meaning given in **Section 17.5(a)**.

“**Out-of-Pocket Expenses**” means reasonable and actual out-of-pocket expenses due and payable to a third party by Supplier that are approved in advance by Corporation and for which Supplier is entitled to be reimbursed by Corporation under this Agreement. Out-of-Pocket Expenses shall not include Supplier’s overhead costs (or allocations thereof), general and/or administrative expenses or other mark-ups and shall be net of all rebates and allowances.

“**Party**” and “**Parties**” means Corporation and Supplier. “**PCI DSS**” has the meaning given in **Section 13.2(e)**.

“**Performance Category**” means a grouping of Service Levels as set forth in the applicable SOW. “**Permitted Auditors**” has the meaning given in **Section 9.10(b)**.

“**Personal Data**” means that portion of Corporation Data that is subject to any Privacy Laws. “**Personnel Commencement Date**” or “**PCD**” has the meaning given in **Section 8.5(e)(ii)**.

“**Policy and Procedures Manual**” means the policy and procedures manual described in **Section 9.1(a)**.

“**Pre-hearing Settlement Period**” has the meaning given in **Section 19.5(b)(iv)**.

“**Privacy Laws**” means Laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, collection, use, handling, processing, security, protection, transfer or free movement of personal data, personally-identifiable information or customer information, (ii) electronic data privacy, (iii) trans-border data flow or (iv) data protection.

“**Project**” means a discrete unit of work that (a) is not an inherent, necessary or customary part of the day-to-day (i.e., regular, not daily) Services, (b) is not required to be performed by Supplier to meet the existing Service Levels (other than Service Levels related to Project performance), and (c) is not otherwise part of the Services to be provided within the Charges, as provided in a SOW. A Project may consist of or include work that would otherwise be treated as New Services.

“**Project Service**” means the delivery of a service as part of a Project (including Staff SOWation Projects), or the delivery of a service otherwise described in the applicable SOW or the applicable Work Order as a “Project Service”.

“**Project Work Order**” means a Work Order in the form of **Annex 5**.

“**Quality Assurance**” means the actions, planned and performed, to provide confidence that all business processes, Systems, Equipment, Software and components that influence the quality of the Services are working as expected, both individually and collectively.

“**Reports**” has the meaning given in **Section 9.2(a)**.

“**Required Consents**” means the consents (if any) that are required to be obtained: (i) to assign or transfer to Supplier, or obtain for Supplier the right to use and/or access, any Corporation-licensed Third Party Software, Third Party Contracts or Acquired Assets; (ii) to grant Supplier the right to use and/or access the Corporation-licensed Third Party Software or Third Party Contracts in connection with providing the Services; (iii) to grant Corporation and the other Eligible Recipients the right during the Term, the applicable SOW Term and any Disengagement Services period to use and/or access the Supplier Owned Software, Third Party Software, Third Party Contracts and Equipment acquired, operated, supported or used by Supplier in connection with providing the Services; (iv) to assign or transfer to Corporation, the other Eligible Recipients or their designee(s) any Corporation-owned Developed Materials, Third Party Software, Third Party Contracts or other rights following the Term or the applicable SOW Term to the extent provided in this Agreement; and (v) all other consents required from third parties in connection with Supplier’s provision of the Services or performance of its obligations hereunder.

“**Root Cause Analysis**” is the formal process, specified in the Policy and Procedures Manual, to be used by Supplier to diagnose problems at the lowest reasonable level so that corrective action can be taken that shall eliminate, to the extent reasonably possible, repeat failures.

“**SEC**” has the meaning given in **Section 9.4(b)(vi)**.

“**Security Incident**” has the meaning given in **Section 13.2(b)(iv)**.

“**Service Level(s)**” has the meaning given in **Section 7.1**.

“**Service Level Credits**” has the meaning given in **Section 7.3**.

“**Service Level Default**” has the meaning given in the applicable SOW.

“**Service Taxes**” means all sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole to Corporation or an Eligible Recipient, or on any particular Service received by Corporation or the Eligible Recipients from Supplier, excluding Recoverable Taxes and Income Taxes.

“**Services**” has the meaning given in **Section 4.1(a)**.

“**SOC 1 Report**” means a Report on Controls at a Service Organization relevant to User Entities’ Internal Control over Financial Reporting resulting from a Supplier site level SSAE-16, SOC 1, Type II Audit performed by Supplier’s Auditors in its normal course of operations, or such standard as may replace the SSAE-16 Audit.

“**Software**” means all software programs and programming for which a Party is financially or operationally responsible under the applicable SOW (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto), including Applications, Development Tools, and Systems Software.

“**Specialized Services**” has the meaning given in **Section 9.15**.

“**Specifications**” means, with respect to Software, Equipment, Systems or Developed Materials to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, the technical, design and/or functional specifications set forth in this Agreement including the applicable SOW, in third party vendor standard documentation, in a New Services or Project description requested and/or approved by Corporation or otherwise agreed upon in writing by the Parties.

“**SSAE 16**” means U.S. Statement on Standards for Attestation Engagements 16 or such successor standard as may then be in effect.

“**Strategic Plan**” means the plans periodically developed by Corporation that set forth Corporation key business objectives and requirements and outline its strategies for achieving such objectives and requirements. Corporation may revise the Strategic Plan from time to time. The Strategic Plan is likely to include both annual and multi-year strategies, objectives and requirements.

“**Subcontractors**” means subcontractors (of any tier) of Supplier, including Affiliates of Supplier. “**SOW**” has the meaning given in **Section 1.1(b)**.

“**SOW Effective Date**” has, with respect to an individual SOW, the meaning given in the preamble to such SOW.

“**SOW Term**” has the meaning given in **Section 3.2**.

“**Supplier**” has the meaning given in the preamble of the MPSA. “**Supplier Account Manager**” has the meaning given in **Section 8.3**.

“**Supplier Facilities**” means, individually and collectively, the facilities owned, leased or used by Supplier or its Affiliates or Subcontractors from which any Services are provided or performed (other than Corporation Facilities). Supplier Facilities are listed on the applicable SOWs.

“**Supplier Materials**” has the meaning given in **Section 14.3(a)**.

“**Supplier Personnel**” means those employees, representatives, contractors, subcontractors and agents of Supplier, Subcontractors and Supplier Affiliates who perform any Services under this Agreement or a SOW.

“**Supplier Software**” means any Software owned by Supplier or its Affiliates and used to provide the Services.

“**System**” means an interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, Upgrades or enhancements to such System, to the extent a Party has financial or operational responsibility for such System or System components under the applicable SOW. System shall include all Systems in use as of the applicable SOW Effective Date, all additions, modifications, substitutions, Upgrades or enhancements to such Systems and all Systems installed or developed by or for Corporation or Supplier following the applicable SOW Effective Date.

“**Systems Software**” means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that perform tasks basic to the functioning of the Equipment and are required to operate the Applications Software or otherwise support the provision of Services by Supplier, including operating systems, systems utilities, data security software, compilers, performance monitoring and testing tools and database managers, to the extent a Party has financial or operational responsibility for such programs or programming under the applicable SOW. Systems Software shall include all such programs or programming in use as of the applicable SOW Effective Date, including those that are set forth in such SOW, or (ii) as to which Supplier otherwise received notice and/or access prior to the applicable SOW Effective Date . Systems Software also shall include all such programs or programming developed and/or introduced after the applicable SOW Effective Date to the extent a Party has financial or operational responsibility for such programs or programming under the applicable SOW.

“**Technology and Business Process Evolution**” means any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, standards, Applications, Equipment, Software, Systems, tools, products, transport systems, interfaces and personnel skills associated with the performance of the in-scope business process products and services in line with the accepted practices of first tier providers of such products and services, as determined by Corporation. Technology and Business Process Evolution includes: (i) higher capacity, further scaling and commercializing of business processes, more efficient and scalable business processes, new versions and types of applications and systems/network software, new business or IT processes, and new types of hardware and communications equipment that shall enable Supplier to perform the Services more efficiently and effectively as well as enable Corporation and the Eligible Recipients to meet and support their business requirements and strategies and (ii) any change to the Equipment, Software or methodologies used to provide the Services that is necessary to bring that function, Equipment or Software or those methodologies into line with the Corporation Standards and/or current industry standards.

“**Technology and Business Process Plan**” has the meaning given in **Section 9.5(f)**.

“**Term**” has the meaning given in **Section 3.1**.

“**Termination Charges**” means the termination charges specified in the applicable SOW.

“**Third Party Contractor**” has the meaning given in **Section 4.6(a)**.

“**Third Party Contracts**” means all agreements between third parties and an Eligible Recipient or between third parties and Supplier (or Subcontractors or Affiliates of Supplier) that have been or shall be used in connection with the provision of the Services, including Software licenses.

“**Third Party Materials**” means intellectual property or other Materials that are owned by third parties and provided under license to Supplier (or Supplier Affiliates or Subcontractors) or an Eligible Recipient and that have been or shall be used, or are required to be used, in connection with the provision of, or receipt or use of, the Services. Third Party Materials include Materials owned by Subcontractors and used in the performance of the Services.

“**Third Party Software**” means all Software products (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are provided under a Third Party Contract (e.g., a license or lease) to Supplier (or Supplier Affiliates or Subcontractors) or an Eligible Recipient and that have been or shall be used or required to be used in connection with the provision of, or receipt or use of, the Services. Third Party Software shall include all such programs or programming in use as of the applicable SOW Effective Date, including those that are identified as such in such SOW, or (ii) as to which Supplier receives notice and/or access prior to the applicable SOW Effective Date. Third Party Software also shall include all such programs or programming licensed and/or leased after the applicable SOW Effective Date.

“**Transformation Milestone**” means the date(s) by which each activity or Deliverable is to be completed by Supplier in accordance with the Transformation Plan.

“**Transformation Period**” means the period that commences on the applicable Commencement Date (or as otherwise specified in the applicable Transformation Plan) and expires on the date specified for the completion of the Transformation Services as specified in the Transformation Plan, unless expressly extended in writing by Corporation.

“**Transformation Plan**” has the meaning given in **Section 4.7(a)**.

“**Transformation Services**” has the meaning given in **Section 4.7(a)**.

“**Transition Milestone**” has the meaning given in **Section 4.2(c)**.

“**Transition Period**” means the period that commences on the applicable SOW Effective Date and expires at 12:00:01 a.m., Eastern Time, on the date specified for the completion of the Transition Services as specified in the Transition Plan, unless expressly extended in writing by the Parties.

“**Transition Plan**” has the meaning given in **Section 4.2(a)**.

“**Transition Services**” has the meaning given in **Section 4.2(a)**.

“**Upgrade**” and its derivatives means updates, renovations, enhancements, additions and/or new versions or releases of Software or Equipment. Unless otherwise agreed, financial responsibility for the costs, fees and expenses associated with an Upgrade of Software or Equipment shall be allocated between the Parties in accordance with **Section 6.5** or as set forth in the applicable SOW.

“**Warranty Period**” has the meaning given in **Section 15.2(c)**.

“**Work Order(s)**” has the meaning given in **Section 1.1(b)**.

##### Exhibit 2 Insurance

1. **INSURANCE REQUIREMENTS**.

**1.1 Requirements**. Supplier agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance insuring all operations related to the Agreement, with at least the specified minimum limits of liability during the Term of this Agreement and during any period thereafter for which Supplier is providing Disengagement Services under the Agreement:

#### Workers’ Compensation and Employer’s Liability Insurance in full compliance with the applicable Laws of the state and/or country in which the work is to be performed or the country of hire (whichever is applicable):

* 1. Statutory Worker’s Compensation including occupational illness and disease coverage in accordance with the law.
  2. Employer’s Liability Insurance with minimum limits of $1,000,000 per occurrence (or, if higher, the limits required by applicable Law).

1. Commercial General Liability Insurance (including contractual liability coverage for liability assumed by Supplier under this Agreement, Premises-Operations, Completed Operations--Products and Independent Contractors) providing coverage for bodily injury (including death), personal and advertising injury and property damage with combined single limits of not less than $5,000,000 per occurrence (or, if higher, the limits required by applicable Law).
2. Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than $1,000,000 per occurrence, except as may otherwise be required by applicable Law.
3. Umbrella / Excess Liability Insurance all on an occurrence basis with an occurrence and aggregate minimum limit of $20,000,000, over the underlying insurance provided in **Sections 1(a)**, **(b)** and **(c)**.
4. Professional Liability Insurance (also known as Errors and Omissions Liability Insurance) covering acts, errors, omissions, breach of security or privacy, including notification expenses, and machine malfunctions arising out of Supplier’s operations or Services in an amount not less than $25,000,000 per occurrence.
5. Comprehensive Crime Insurance, including, Employee Dishonesty and Computer Fraud and Funds Transfer Fraud Insurance, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Supplier Personnel, acting alone or with others, in an amount not less than $10,000,000 per occurrence.
6. “All Risk” Property Damage Insurance, including Electronic Data Processing coverage and extra expense and business interruption covering loss or damage to Corporation Equipment, Corporation Data and other assets, including data, media and valuable papers in Supplier’s care, custody, possession or control in an amount adequate to cover such risks and not less than the full replacement cost of such Equipment, Corporation Data, and assets.
7. Privacy and Network Security, also known as Cyber Liability, providing for protection against liability for

(1) system attacks, (2) denial or loss of service from attacks, (3) spread of malicious software code, (4) unauthorized access and use of computer systems, (5) liability arising from the loss or disclosure of personal

or corporate confidential data, (6) cyber extortion, (7) breach response and management coverage, (8)

business interruption, and (9) invasion of privacy, with $25 million of sublimits per claim for each (1) - (9).

The above stated limits of insurance may be provided through any combination of Supplier’s primary and excess insurance policies, all of which shall comply with the requirements stated in **Sections 2** and **3**.

1. **APPROVED COMPANIES**. All such insurance shall be procured with reputable insurance companies licensed to do business in the State of Illinois and in such form as shall be acceptable to Corporation, however, such acceptance shall not be unreasonably withheld. Such insurance companies shall maintain an A.M. Best rating at least “A” and be at least a Financial Size Category VIII as both criteria are defined in the most current publication of Best’s Policyholder Guide.
2. **ENDORSEMENTS**. Supplier’s insurance policies as required herein under **Sections 1.1(a)** (with respect to Employers’ Liability coverage) **1.1(b)**, **(c)**, **(d)** and **(e)** shall name Corporation, its Affiliates and the Eligible Recipients, and each their respective officers, directors, agents, servants, and employees as Additional Insureds to the extent of the liabilities assumed by Supplier as set forth in **Section 17** of the Master Professional Services Agreement as their interests may appear with respect to Supplier’s performance under this Agreement. The Supplier insurance policies required under **Section 1.1(f)** shall name Corporation, its Affiliates and the Eligible Recipients and each of their respective officers, directors, and employees as loss payees as their interests may appear with respect to Supplier’s performance under this Agreement. With respect to matters pertaining to the Services or Supplier’s obligations under this Agreement, all insurance afforded to Corporation under this **Exhibit 2** shall be primary insurance to the extent of the liabilities assumed by Supplier as set forth in **Section 17** of the Master Professional Services Agreement and any other valid insurance existing for Corporation benefit shall be excess of such primary insurance and non-contributory with respect to any insurance or self-insurance maintained by Corporation or the Eligible Recipients. Supplier shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein.
3. **CERTIFICATES**. Supplier shall provide Corporation with certificates of insurance evidencing compliance with this **Exhibit 2** upon execution of this Agreement. Supplier shall deliver renewal or new certificates of insurance as and when issued during all times that such insurance is required under this **Exhibit 2**. Each certificate of insurance, except for **Section 1.1(e)** (professional liability) and **Section 1.1(f)** (comprehensive crime), shall include a statement that the issuing company shall not cancel, nonrenew, reduce, or otherwise change the insurance afforded under the above policies unless thirty (30) days’ notice of such cancellation, nonrenewal, reduction or change has been provided to:

CORPORATION INC.

With respect to the insurance provided under **Sections 1.1(e)** (professional liability) and **Section 1.1(f)** (comprehensive crime), Supplier shall provide notice to Corporation at least thirty (30) days prior to Supplier or the issuing company canceling, nonrenewing, reducing, or otherwise changing the insurance afforded under such policies. In order to comply with the additional insured requirement Supplier may provide a copy of the additional insured endorsement to the policy or may indicate Supplier’s compliance with the additional insured provision on the face page of the certificate.

1. **NO IMPLIED LIMITATION**. The obligation of Supplier to provide the insurance specified herein shall not limit or expand in any way any obligation or liability of Supplier provided elsewhere in this Agreement, nor shall the insurance coverage provided herein override Supplier’s indemnification obligations.

## Exhibit 3

#### Contractor Travel Policy Summary 2015

This document summarizes key points of Corporation Corporate Business Travel and Expense Policy (“Corporation Policy”) applicable to contractors engaged by the Corporation. Please refer to the Corporation Policy for all terms applicable to contractors. The contr act or’ s travel should be in compliance with Corporation’s Policy to be eligible for reimbursement. Notwithstanding anything set forth in Corporation Policy or this document, a contractor will only be reimbursed for travel and other out-of-pocket expenses to the extent agreed to by Corporation’s.

**General**

#### When there is a need for business travel, as a first recourse, contractors should book and pay for their own travel. In

some cases, Corporation may pay for contractor travel due to things such as excessive air fare due to international travel, excessive hotel costs due to lengthy stays, or the need to travel as a group. In all cases, contractors should consult their hiring/engagement manager for direction prior to booking.

* + Please book air travel, hotels, and rental cars through online tool (contact Corporation Travel Services at [……………….](mailto:mcd.trvl@us.mcd.com) for login) or for information about using ….
  + Expenses should be on a separate invoice with receipts (copies are acceptable) Air Travel

**Domestic Travel:** Southwest Airlines and United Airlines are the preferred airline(s) for CORPORATION INC. .

has discounts and added incentives only when booking on our special links (no change fees, no bag fees and bonus miles as applicable). ***When United Airlines needs to be booked the tickets must be issued by…..***.

#### **International Travel:** United Airlines and its Star Alliance/Participating Airline Partners are the preferred airline(s) for International Travel. All United and Partner Airline(s) discounts apply only on tickets purchased from American Express Business Travel/Axiom.

The preferred carriers should be used unless there are compelling cost or schedule advantages to alternative carriers.

Contractor air travel should always be in the most economical fare in economy class. If the contractor wishes to upgrade using their own miles, promotions, etc. Corporation will only reimburse for the most economical fare the contractor qualifies for. Corporation will not reimburse if upgrading requires the need to book a higher fare type.

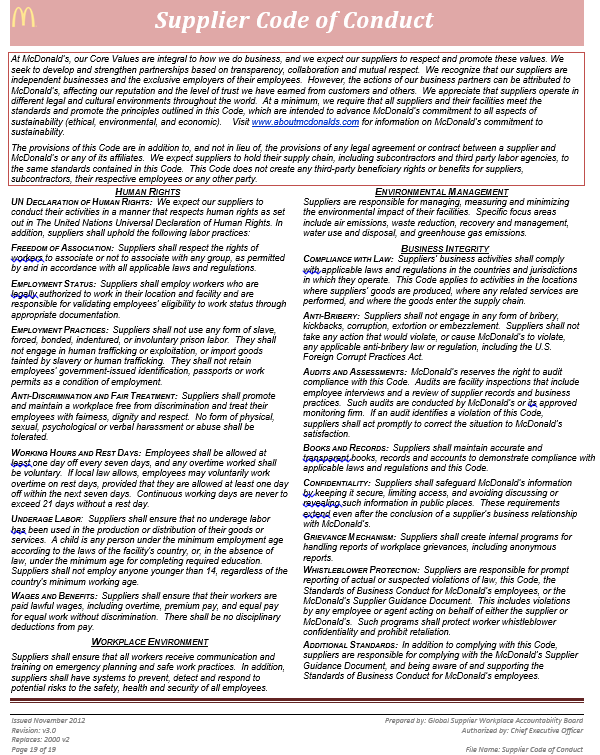
**Hotels:** In most cases, you will be part of a room block, billed to a master account. Please consult your hiring manager before booking a room. If needed, contractor should book hotel thru American Express Business Travel/Axiom. ***Corporation preferred hotels can only be booked thru …...*** Any other hotel bookings should be made at moderately-priced hotels. Amenities such as mini bars and health clubs are at contractor’s expense.

**Ground Transportation:** Contractor ground transportation to and from airports should be at the most economical cost – self drive & park, taxi, and/or hotel shuttle transportation (limos can be used if comparably priced, or to ensure safety as necessary); contractors should consult their hiring/engagement manager with questions and/or exceptions.

**Rental Vehicles**: Corporation preferred rental car companies, National Car Rental and Enterprise Rent-A-Car, should be chosen unless National or Enterprise are not available. Compact or Midsize class cars should be chosen unless larger vehicles are appropriate due to the number of people traveling, and/or equipment or supplies being transported. ***Corporation preferred benefits and Insurance only apply if car rental is booked thru Amex/AXIOM .*** All **business rentals** through National or Enterprise in the Columbia and Puerto Rico using Corporation Corporate ID# will include Loss Damage Waiver (LDW)/Collision Damage Waiver

(CDW) insurance as well as Liability Protection ($300,000 combined single limit per occurrence for bodily injury, death and property damage). **Note: When renting from a car rental company other than National or Enterprise, contractors should purchase LDW/CDW insurance as well as Liability Protection insurance unless specifically covered under contractor’s own auto insurance policy. When renting outside of the U.S., contractors should purchase all insurance offered regardless of the car rental company.**

##### Exhibit 5



**Exhibit 6 Affected Employees**

No Affected Employees have been identified as of the Effective Date. Such Affected Employees may be set forth in the applicable SOW or Work Order.

##### Exhibit 9

**Change Control Procedures**

The following process will be followed if a change is required to the Agreement:

1. A Change Request will be the vehicle for communicating change and such Change Request must describe the change, the rationale for the change and the effect the change will have on the Services. An authorized representative of the requesting Party will submit the request to the other Party.
2. Authorized representatives of each Party will review the change request and agree upon its further investigation or rejection. A Change Request must be signed by authorized representatives from both Parties to authorize further investigation of the recommended changes. The investigation will determine the effect that the implementation of the change request will have on price, schedule and other terms and conditions of the Agreement.

## Annex 3

**Form Companion Agreement COMPANION AGREEMENT**

This Companion Agreement (this “**Companion Agreement**”) is entered into effective [DATE] (the “**Companion Agreement Date**”), by and between [ ], with an office at [ ] (“**Customer**”), and [INSERT], with an office at [INSERT] (“**Supplier**”).

## R E C I T A L S:

WHEREAS, (i) CORPORATION INC. , a Delaware corporation having a principal place of business at (“**Corporation**”) and (ii) Supplier entered into that certain Master Professional Services Agreement dated [NSERT] (the “**Master Professional Services Agreement**” or “**MPSA**”);

WHEREAS, the MPSA contemplates the provision of certain Services in various countries around the world, including [name of country]. The MPSA also contemplates that an Eligible Recipient designated by Corporation and Supplier shall enter into a Companion Agreement for the provision of such Services. The MPSA also contemplates that additional services may be added to the MPSA by execution of additional SOWs, which shall then become part of the Services under the MPSA;

WHEREAS, the purpose of this Companion Agreement is to set forth the terms and conditions for Supplier’s provision of the Services as described in the MPSA and the above-referenced SOW(s) to certain Authorized Users in [name of country]; and

#### NOW THEREFORE, in consideration of the promises contained in this Companion Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Supplier agree as follows:

##### GENERAL.

* 1. **Incorporation of MPSA**. This Companion Agreement is entered into under the provisions of **Section 2.2** of the MPSA, and except as provided below, all of the terms and provisions of the MPSA (excluding the original SOW(s)) are incorporated into this Companion Agreement by this reference, as such terms and conditions apply solely with respect to the provision of, and payment for, Services in [name of country].
  2. **Incorporation of Companion Agreement SOW**. All of the terms and provisions of the Companion Agreement SOW which is attached hereto and subsequent Companion Agreement SOWs executed by the parties are incorporated into this Companion Agreement by this reference, as such terms and conditions apply solely with respect to the provision of, and payment for, Services under this Companion Agreement in [name of country].
  3. **Precedence of Obligations**. The parties acknowledge that certain obligations may be set forth in both this Companion Agreement, including any Companion Agreement SOW, and in the MPSA, and that in the event of a conflict, such conflict shall be resolved in accordance with **Section 21.13** of the MPSA.
  4. **References**. All references in this Companion Agreement to articles, sections and exhibits shall be to this Companion Agreement, unless another reference is provided.
  5. **Definitions**. Capitalized terms used in this Companion Agreement, to the extent not otherwise defined in this Companion Agreement, shall have the same meanings as in the MPSA.

1. **TERM**. The term of this Companion Agreement shall commence on the Companion Agreement Date, and shall continue thereafter until the expiration or earlier termination of the MPSA, unless this Companion Agreement is terminated earlier in accordance with the terms of the MPSA or this Companion Agreement.
2. **SERVICES**. During the term of this Companion Agreement, Supplier shall provide the Services described in the MPSA and the Companion Agreement SOW to Customer. Supplier shall provide such Services in the manner and in accordance with the Service Levels set forth in the MPSA and the Companion Agreement SOW. Supplier also shall timely perform or cause to be performed the obligations of Supplier specified in the MPSA and the SOW 1 with respect to such Services and Customer shall have all of the rights of Corporation under the MPSA with respect to Supplier and the Services.
3. **Corporation OBLIGATIONS**. Customer shall timely perform or cause to be performed the obligations of Corporation specified in the MPSA with respect to the Services provided by Supplier under this Companion Agreement. The obligations of Customer are solely those of Customer and neither Supplier nor any of its affiliate shall have any claim against Corporation for any such obligation.
4. ***[To be included to the extent applicable******]*LOCAL THIRD PARTY CONTRACTS**. Certain Third Party Contracts specific to Customer are listed on **Exhibit XX** ([name of local entity] Third Party Contracts to be Assigned) to this Companion Agreement. Supplier shall assume financial and operational responsibility for such Third Party Contracts in accordance with the MPSA.

##### SUPPLIER FEES.

* 1. **Supplier Fee**. The Charges for the Services to be provided by Supplier under this Companion Agreement are set forth in the MPSA and the applicable Companion Agreement SOW.
  2. **Taxes**. Unless otherwise specified in this Companion Agreement, the responsibilities of each party for taxes arising under or in connection with this Companion Agreement shall be as set forth in **Section 11.3** of the MPSA. Without limiting the rights and obligations in **Section 11.3** of the MPSA, Customer shall have the rights and responsibilities of “Corporation” and Supplier of “Supplier” as appropriate under such **Section 11.3** of the MPSA in applying this Companion Agreement.
  3. **Invoicing and Payment Terms**. Unless otherwise specified in this Companion Agreement, the responsibilities of each party for invoicing and payment for Services provided under this Companion Agreement shall be as set forth in the MPSA and, if applicable, the applicable Companion Agreement SOW.

1. **ADDITIONAL PROVISIONS OR MODIFICATIONS TO MPSA**. .***//Include here TUPE/ARD***

***provisions and any other provisions required by applicable Laws, including changes to any of the terms of the MPSA and any additional obligations of either party//***

1. **DISPUTES AND JURISDICTION**. For avoidance of doubt, any dispute arising under this Companion Agreement shall be resolved in accordance with the provisions of **Article 19** of the MPSA.
2. **GOVERNING LAW**. Except as otherwise provided in this Companion Agreement, this Companion Agreement and performance under it shall be governed by and construed in accordance with the applicable Laws of the State of New York, USA, without giving effect to the principles thereof relating to conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Notwithstanding the foregoing, if any provision of this Companion Agreement is expressly required by the mandatory Laws of [name of country] to be subject to specific Laws of [name of country] and the applicability of such mandatory Laws is not subject to contractual waiver or limitation, the construction, interpretation and performance of such provision shall be governed by the internal mandatory Laws of [name of country] (without reference to choice or conflict of laws). The election of the Laws of the State of New York for this purpose shall not operate or be construed to result in the extraterritorial application

of any Laws of the State of New York or the United States of America unrelated to the interpretation of contracts.

1. **SERVICE OF PROCESS**. For the sole purpose of service of process, receipt of any notice, notification, writ, or pleading in relation to any judicial or arbitration proceedings, in each case in accordance with **Article 9**, the parties to this Companion Agreement irrevocably appoint the companies below as their agents for service of process and receipt of such notice, notification, writ, or pleading, and further elect domicile at the address of said company, as follows:

#### In the case of Customer:

[ ] [address]

Attention: [ ]

With a copy to:

[ ] [address]

Attention: [ ]

and

In the case of Supplier:

[address]

Attention: [ ]

With a copy to:

[ ] [address]

Attention: [ ]

1. **COUNTERPARTS**. This Companion Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
2. **SEVERABILITY**. In the event that any provision of this Companion Agreement conflicts with the Law under which this Companion Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties hereto, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law. The remaining provisions of this Companion Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by Law.
3. **LANGUAGE**. The parties have requested that this Companion Agreement and all documents contemplated thereby or relating thereto be drawn up in the English language. This document shall be translated into an official language of [name of country] if required by Law, but in the event of inconsistencies or conflicts the English version shall prevail.
4. **ENTIRE AGREEMENT**. Together with the provisions incorporated into this Companion Agreement from the MPSA and the Companion Agreement SOW, as each may be amended, this Companion Agreement and the Exhibits and Attachments thereto constitute the entire agreement between the parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein and therein. This Companion Agreement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertakings, whether written or oral, with respect to the subject matter contained in this Companion Agreement. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, modification, change, waiver, or discharge is sought to be enforced (except, however, that amendments to the MPSA shall be applicable to this Companion Agreement).

#### IN WITNESS WHEREOF, Customer and Supplier have each caused this Companion Agreement to be executed by their respective duly authorized representatives on the dates set forth below to be effective as of the Companion Agreement Date.

**[ ] [ ]**

By: By:

Name: Name:

Title: Title:

Date: Date:

##### Annex 5

**Form of Project Work Order**

This Project Work Order (this “**Project Work Order**”) is entered into effective [ ], 20[ ] (the “**Work Order Effective Date**”) by and between CORPORATION INC. , a Delaware corporation having a principal place of business at (“**Corporation**”), and [ ], a [ ] corporation having a principal place of business in [ ] (“**Supplier**”) (collectively, the “**Parties**” and each a “**Party**”).

**WHEREAS**, Corporation and Supplier are Parties to that Master Professional Services Agreement (the “**Master Professional Services Agreement**” or “**MPSA**”) dated [INSERT], the terms of which, except as may be expressly modified or excluded herein, are incorporated herein by reference; and

**WHEREAS**, Corporation and Supplier are Parties to SOW [\_] (the “**SOW**”) to the MPSA, dated [\_], the terms of which, except as may be expressly modified or excluded herein, are incorporated herein by reference; and *[Note: Update to reference the applicable SOW under which this Project is performed.]*

**WHEREAS**, Corporation now desires to contract for Project Services under the SOW;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and of other good and valid consideration, the receipt of which is hereby acknowledged, the Parties hereby agree to increase the scope of the Services under the SOW as follows:

*[Note: This template provides text that may be useful in constructing a Work Order for a Project where Supplier will be compensated by T&M Charges, Capped T&M Charges or Fixed Fees. Only the description of the Project and the payment terms are required for a Project Work Order, and the other provisions should be used only if not previously addressed in the Agreement or the SOW. The terms of this Project Work Order SOW the terms already in the Agreement, and thus terms already in the Agreement do not need to be repeated here. Additional terms may be applicable even if not described in this template.]*

1. PROJECT DESCRIPTION.
   1. Background and Objectives. Supplier shall provide the Project Services and complete the Developed Materials described in **Sections 1.2** and **Sections 1.3** of this Schedule (the “**Project**”).

The Project shall accomplish the following objectives: .

* 1. Services to be Provided. Supplier shall perform the following Project Services:

*[Insert clear and unambiguous descriptions for the following:*

* + - *Scope of Project, including all Services to be performed, such as project management, design, development, implementation, integration, conversion, testing, installation and training services and any post-implementation support;*
    - *The manner in which the Services will be performed, such as by referencing a project management plan, project team organization (structure), development plan, testing/quality assurance plan, configuration management, issue resolution and escalation management, and implementation plan;*
    - *How Supplier will assist Corporation in testing, if required, of the Deliverables;*
    - *The results to be achieved by this Project (e.g., a fully implemented replacement for*

*Corporation fixed asset System); and*

* + - *Completion criteria for the Project – highlight specifically key success factors (critical to*

*quality parameters) associated with the Services and key success factors for Corporation.*

* + - *Where necessary to remove ambiguity, please highlight any significant out-of-scope services.]*
  1. Developed Materials to be Completed. Supplier shall complete the following Developed Materials:

*[Insert clear and unambiguous descriptions for any Software, documentation and other Developed Materials to be provided, including:*

* + - *Interim Developed Materials (such as business systems designs (BSDs), use cases, procedure manuals, transition plans, data models, test scripts, mockups, or screen layouts);*
    - *Reports, recommendations, research findings and analyses to be provided;*
    - *How Developed Materials will be integrated with other Developed Materials or Corporation Systems; and*
    - *The format and media required for each Developed Material.]*
  1. [Delivery and Installation. *[If Developed Materials must be installed by Supplier]* Supplier shall deliver and install the Developed Materials at the following location(s):

.]

* 1. Requirements. The Project Services provided and Developed Materials completed by Supplier shall meet the following requirements:

*[List detailed technical, design and business requirements for each of the Project Services and Developed Materials to be provided, including as appropriate:*

* + - *Details from proposals and demonstrations;*
    - *Requirements based on Deliverables developed pursuant to prior Project Work Orders;*
    - *Descriptions of any additional Services to be provided by Supplier;*
    - *Graphical depictions of required end-products (e.g., flow-charts of data flow, user*

*interface mockups, “look and feel” illustrations);*

* + - *Requirements for compatibility with legacy Systems;*
    - *Industry standards;*
    - *Regulatory requirements;*
    - *Development, test, quality and production environment (including technology stack) requirements;*
    - *Key risks and mitigations; and*
    - *Any applicable Acceptance criteria associated with the requirements – how and when the Systems will be tested.]*
  1. Milestones. The following table lists “**Milestones**” for the Project:

|  |  |  |
| --- | --- | --- |
| **Milestone Name** | **Milestone Definition** | **Milestone Date** |
|  |  |  |

1. MILESTONES AND PAYMENT.
   1. Milestone Payments. Supplier’s entire compensation for the Project shall be [T&M Charges | Capped T&M Charges capped at *[insert maximum payment amount]* | a Fixed Fee of *[insert total payment amount]. [Optional:* Except as provided in **Section 2.5**, such amount shall be payable only upon Acceptance of all Milestones described in **Section 1.6**.*]* Supplier shall be responsible for its own expenses in connection with this Project.
   2. *[For T&M and Capped T&M:]*Holdbacks. Supplier shall not invoice for the following percentages of the amounts required to reach the following Milestones until Acceptance of the following Milestones.

|  |  |
| --- | --- |
| **Milestone Name** | **Holdback Percentage** |
|  |  |

* 1. *[For Fixed Fees:]*Milestone Payments. Supplier shall invoice for the following “**Milestone Payment**” amounts upon (and not before) Acceptance of the following Milestones and Corporation shall pay such amounts in accordance with **Sections 12.1** and **12.2** of the MPSA and the applicable SOW.

|  |  |
| --- | --- |
| **Milestone Name** | **Milestone Payment** |
|  |  |

* 1. *[For Fixed Fees:]*Milestone Credits. The following “**Milestone Credits**” shall apply if Supplier fails to reach a Milestone listed below by the date set forth in **Section 1.6**.

|  |  |
| --- | --- |
| **Milestone Name** | **Milestone Credit** |
|  |  |

* 1. Termination Charges. The termination charges with respect to this Project Work Order are as follows: *[Identify applicable termination charges, if any, for termination of this Project Work Order.]*
  2. Invoicing. All invoices under this Project Work Order shall be sent to:

Corporation Invoicing Contact Name

Eligible Recipient Name Address 1

Address 2

Address 3

In accordance with **Section 12.1** of the MPSA, Supplier shall provide a copy of such invoices to Corporation.

1. PERSONNEL.
   1. Personnel Projection Matrix.

This personnel projection matrix below describes the Supplier Personnel who shall provide Services on the Project.

*[Insert a table showing the personnel projection matrix]*

* 1. Key Supplier Personnel.

The following positions shall be deemed “Key Supplier Personnel” positions under the SOW for purposes of **Section 8.2** of the MPSA. The following individuals are approved by Corporation and shall hold the following Key Supplier Personnel positions:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Position** | **Role/Responsibility** | **Level of Effort (e.g., full time, half time)** | **Committed Period** |
|  |  |  |  |  |
|  |  |  |  |  |

*[The Parties may elect to designate a different committed period than the two year committed period specified in the MPSA for Key Supplier Personnel.]*

* 1. Restricted Supplier Personnel

The following individuals shall be subject to the restrictions set forth below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **Role/Responsibility** | **Restrictions** |
|  |  |  |  |
|  |  |  |  |

1. Corporation Facilities.

Corporation shall make available the following Corporation Facilities with respect to the Project:

|  |  |
| --- | --- |
| **Facility Name** | **Description and Address** |
|  |  |

1. Supplier Facilities.

In accordance with **Section 6.1(a)** of the MPSA, Supplier shall use the following Supplier Facilities for the type of Services indicated for each such facility:

|  |  |
| --- | --- |
| **Facility Name and Address** | **Services to be Provided From Facility** |
|  |  |

1. Third Party Software, Equipment and Contracts.

The following Third Party Software, third party Equipment and Third Party Contracts are approved by Corporation for use in performing Services under this Project Work Order:

|  |  |
| --- | --- |
| **Third Party** | **Description of Services** |
|  |  |

1. Corporation Obligations.

Corporation shall perform the obligations set forth below:

* *[List any Corporation obligations.]*

1. Required Consents.

The Required Consents applicable to this Project Work Order are set forth below:

|  |  |
| --- | --- |
| **Required Consents** | **Responsible Party** |
|  |  |

1. Governance.

The Project Work Order managers for this Project Work Order are as set forth below:

|  |  |  |
| --- | --- | --- |
| **Role** | **Name** | **Position** |
| Corporation Project Work Order Manager |  |  |
| Supplier Project Work Order Manager |  |  |

1. Corporation Authorized SignATORIES.

The personnel set forth below are hereby approved by Corporation to execute and initiate change orders related to the Services outlined in this Project Work Order.

|  |  |
| --- | --- |
| **Name** | **Title/Role** |
|  | Corporation Relationship Manager |

##### SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Corporation and Supplier have caused this Project Work Order to be executed, as of the Work Order Effective Date, by persons duly authorized.

##### CORPORATION [SUPPLIER]

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date:

## Annex 6

**Master Data Protection Agreement**

#### This Master Data Protection Agreement (“**Agreement**”) is entered into and effective as of March 31, 2017 (the “**Effective Date**”) by and between AQW CORPORATION, a Delaware corporation having a principal place of business in …(“**Supplier**”), and CORPORATION INC. , a Delaware corporation having a principal place of business at …. (“**Corporation**”).

RECITALS

1. To ensure compliance with the applicable data protection laws, and according to the terms and conditions of this Agreement, Corporation is willing to provide to Supplier and Supplier wishes to receive certain personal data as defined below.
2. The parties have agreed to enter into this Master Data Protection Agreement and they and/or their Affiliates will enter into Local Data Protection Agreements as required in order to adduce adequate safeguards with respect to the protection of privacy of personal data.

**IT IS AGREED** as follows:

## DEFINITIONS

#### For the purposes of this Agreement (including any schedules hereto):

“**Affiliate**” means, with respect to each party, any individual or Entity that, at the applicable time, directly or indirectly Controls, is Controlled with or by or is under common Control with, a party;

“**Control**” and its derivatives means: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least fifty percent (50%) of the aggregate of all voting equity interests in an Entity or (ii) equity interests having the right to at least fifty percent (50%) of the profits of an entity or, in the event of dissolution, to at least fifty percent (50%) of the assets of an Entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the Entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an Entity (or one of its Affiliates) of the position of sole general partner.

“**Data Controller**” means as defined in the European Union data protection laws;

“**Data Processor**” means as defined in the European Union data protection laws;

“**Data Protection Laws**” means all federal, state, provincial, regional, territorial and local laws, status, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof that relate to the confidentiality, security or protection of personally-identifiable information, electronic data privacy, trans-border data flow or data protection;

“**Entity**” means a corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity;

“**personal data**”, “**special categories of data**”, “**process/processing**”, “**controller**”, “**processor**”, “**data subject**” and “**supervisory authority**” will have the same meanings as the same or similar terms as defined in the applicable Data Protection Laws, or, if not defined in such applicable Data Protection Laws, then as defined in Directive 95/46/EC of the European Parliament and of the Council

#### of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the “**Directive**”); and

“**Technical and Organizational Security Measures**” means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

1. **INTRODUCTION**
   1. **Scope of Agreement**. Corporation and Supplier agree that this Agreement shall apply to all transfers of personal data from Data Controller to Data Processor and to the processing of personal data by Data Processor. This Agreement is to be considered SOWal to the Master Professional Services Agreement dated March 31, 2017 (the “**MPSA**). In the absence of any other written agreement applicable to any transfers or processing made pursuant to this Agreement, such transfers or processing (and any related communications) shall be subject to this Agreement. Except for the terms contained in any applicable Local Data Protection Agreements, which shall control over any conflicting terms in this Agreement, the terms of this Agreement shall prevail in the event of any conflict with any terms and conditions in any other written agreements. The terms of any such agreements are considered confidential and independent of this Agreement.
   2. **Local Data Protection Agreements**.
      1. At Data Controller's request, Supplier shall enter into, or to cause Supplier Affiliates to enter into, one or more agreements substantially in the form of **Schedule 1** for the purpose of memorializing the implementation of this Agreement and addressing any requirements of country-specific Data Protection Laws (e.g., model clauses) (“**Local Data Protection Agreement**”). Unless and to the extent an individual Local Data Protection Agreement expressly provides otherwise, each Local Data Protection Agreement shall incorporate by reference the terms and conditions of this Agreement.
      2. Except as expressly agreed in the MPSA, each Party shall be fully responsible and liable for all obligations of itself or any of its Affiliates, Eligible Recipients, and each subcontractor in each case to the same extent as if such failure to perform or comply was committed by that Party.
      3. Corporation shall have the right to enforce this Agreement (including the terms of all Local Data Protection Agreements) on behalf of each Corporation Affiliate, and to assert all rights and exercise and receive the benefits of all remedies (including monetary damages) of each Corporation Affiliate, to the same extent as if Corporation were such Corporation Affiliate. Each reference to “Supplier” in this Agreement shall be deemed to refer to Supplier Affiliates or subcontractors, to the extent such Supplier Affiliate or subcontractors perform, or are obligated to perform under any Local Data Protection Agreement and each reference to “Corporation” in this Agreement shall be deemed to refer to Eligible Recipients, to the extent such Eligible Recipients perform, or are obligated to perform under any Local Data Protection Agreement.
   3. **Associated Contract Documents**. This Agreement includes each of the following Schedules (and Appendices to such Schedules), all of which are incorporated into this Agreement by reference.

Schedule 1 Form of Local Data Protection Agreement Schedule 2 Standard Contractual Clauses (processors)

Appendix 1 Details of the Transfer

Appendix 2 Technical and Organizational Security Measures

1. **RELATIONSHIP BETWEEN DATA CONTROLLER AND DATA PROCESSOR**
   1. **Data Controller vs. Data Processor Obligations**. The parties agree that the Data Controller is the “data controller” with respect to personal data it provides to the Data Processor. Data Processor will act in relation to such personal data on behalf of Data Controller as data controller and will act only in accordance with the Data Controller’s reasonable instructions in relation to the personal data.
   2. **Compliance with Laws**. Data Processor and Data Controller will comply with the provisions and their respective obligations imposed on it by all Data Protection Laws as applicable in their roles as the data processor and data controller as provided herein. Supplier will take all reasonable actions (e.g., provide support, sign documents, make filings, provide reports, cooperate with authorities) deemed necessary by Data Controller to permit Data Controller to comply with its obligations in its role as the owner of the personal data, including compliance with any assessment, enquiry, notice or investigation by a data protection supervisory authority or other regulator.
   3. **Limitations on Use**.
      1. Data Processor will process the personal data of the Data Controller only as necessary to fulfill its contractual obligations to the Data Controller and, where the Data Processor is processing such data on behalf of the Data Controller, only under the instructions of the Data Controller.
      2. Data Processor will not disclose the personal data of Data Controller, or any information regarding the care, custody or processing of such data, to any third party in any circumstances other than at the specific request and authorization of such Data Controller or as otherwise permitted by this Agreement, unless required by any legally binding request for disclosure of the personal data by a law enforcement agency or any type of jurisdictional tribunal. In such event, Data Processor shall promptly notify Data Controller of the request in order for Data Controller to (i) be able to exercise any legal option available to them and (ii) prevent such disclosure of the requested personal data, unless otherwise prohibited such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
      3. Notwithstanding any other provision of this Agreement, Data Processor shall not undertake or engage in any activity with respect to any personal data of Data Controller that would constitute Data Processor functioning in the capacity of a “controller,” as such capacity may be identified and defined in the applicable Data Protection Laws and Data Processor shall promptly notify the Data Controller if it believes that any use of such data by the Data Processor contemplated by the Data Processor’s contractual obligations or as instructed would constitute Data Processor so functioning in the capacity of a “controller”.
   4. **Safeguards**.
      1. Data Processor will implement and maintain those appropriate technical, physical and organizational security and confidentiality measures applicable to Data Processor by the Data Protection Laws and as necessary to protect against unauthorized or unlawful processing of the personal data of the Data Controller and against accidental loss, alteration, disclosure or destruction of, misuse of, or damage to, such data held or processed by or on behalf of Data Processor, and to take all reasonable steps to ensure the reliability of any of the Data Processor’s staff who have access to or are responsible for the processing of such data including, where required by the Data Protection Laws, appointing and instructing such staff in writing to process such data only under the authority and responsibility of Data Processor.
      2. Data Processor will observe and comply with all applicable Data Controller security and privacy policies, rules, and standards as provided to Data Processor from time to time under the MPSA, or as may be agreed in writing between the parties pursuant to another agreement that is applicable to the particular personal data. In the event that any of such privacy policies, rules, and standards are modified after the Effective Date such that the Parties agree that the costs Supplier expects to incur to perform the Services under such Project (as such terms are defined in the MPSA) are impacted, (A) Corporation may waive Supplier’s obligation to comply with such modifications in writing, (B) Corporation may further modify such requirement so as to mitigate such cost to Supplier, or (C), if Corporation is unwilling to proceed with (A) or (B), then the Parties will process such change through **Section 9.6** Change Control set forth of the MPSA.
   5. **Unauthorized Disclosure or Access**.
      1. Data Processor shall notify Data Controller of any possession, use, knowledge, disclosure, or loss of personal data of Data Controller in contravention of this Agreement or the MPSA in accordance with Section 13 of the MPSA, and to take such additional actions as are set forth therein.
   6. **Return or Destruction of Data**. Within thirty (30) days following a request by Data Controller as to the return or destruction of personal data of Data Controller, Data Processor must, at Data Controller’s discretion and to the extent feasible, either return all such data (including all copies/derivatives thereof); or certify in writing that such data (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved, all in accordance with terms of the MPSA. In no event shall Data Processor withhold any personal data of Data Controller as a means of resolving any dispute.
   7. **Subcontractors**.
      1. Data Processor shall not subcontract or otherwise delegate all or any part of its processing of personal data of Data Controller to any other person or entity (other than an Affiliate with whom Data Processor has executed a subprocessor agreement consistent with Data Processor's obligations under this Agreement) without Data Controller’s prior written consent, such consent not to be unreasonably withheld.
      2. Prior to seeking the consent of Data Controller, Data Processor shall provide to Data Controller the relevant details of the proposed subcontract, including the data security plan of the third party, the location of its processing facilities, a description of the proposed access to the personal data of Data Controller and any other information Data Controller may reasonably request in order to assess the risks involved.
      3. Supplier will be responsible for the acts and omissions of any third party with whom it or any Supplier Affiliate contracts and who is processing data on its behalf (other than Data Controller) as it is for its own acts and omissions in relation to the matters provided for by this Agreement.
   8. **Exportation of Data**. Data Processor will not, and will procure written commitments from and ensure that third parties with whom it contracts to process data on its behalf will not, process, store or transfer personal data for Data Controller at or to any location, except with prior written consent from such Data Controller and will not operate in relation to such personal data in any way which will put Data Controller in breach of its obligations under applicable Data Protection Laws.
   9. **Transfer of Data**. The provisions of **Schedule 2** (Standard Contractual Clauses (processors)) will apply to any export of personal data to Data Processor in any country that does not ensure an adequate level of protection for the purposes of complying with the applicable Data Protection Laws. In view of the parties’ indemnity obligations under the MPSA, forms of standard contractual clauses from time to time executed hereunder shall omit any optional indemnification thereunder.
   10. **Data Subjects**. Data Processor will promptly and in any event not later than reasonably required in order to enable Data Controller to fulfill its duties under applicable Data Protection Laws:
       1. pass on to Data Controller any enquiries or communication (including subject access requests) from data subjects relating to their personal data or its processing; and
       2. provide such information as may be required for the purpose of responding to any such data subjects or otherwise to comply with duties under applicable Data Protection Laws.

MPSA.

* 1. **Inspection**. The Parties shall adhere to the audit rights set forth in **Section 9.10** of the

#### **Regulatory Investigations**. Data Processor agrees to cooperate in any regulatory investigation or in any internal investigation by Data Controller related to a regulatory investigation. In the event of any such investigation, upon notice to Data Processor, Data Controller may suspend any further transfers of personal data for so long as may be necessary to obtain assurances that any additional transfers of personal data will not provide the basis for further regulatory action or possible liabilities.

1. **GENERAL PROVISIONS**
   1. **Indemnity**. The scope of the indemnities and the Parties’ respective indemnification obligations in **Article 17** of the MPSA shall apply to claims by unrelated third parties arising from or relating to this Agreement and/or any and all Local Data Protection Agreements as though this Agreement were incorporated therein by reference.
   2. **Intentionally Left Blank**
   3. **Allocation of Costs**. Unless otherwise specified, Data Controller and Data Processor shall perform their obligations under this Agreement at their own respective cost.
   4. **Risk of Loss**. The Parties shall adhere to **Section 13.3** of the MPSA regarding risk of loss associated with any loss (including any alteration, degradation or corruption) of personal data during any transfer from Data Controller.
   5. **Choice of Law**. Subject to the applicable Local Data Protection Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to principles of conflict of law. Data Controller and Data Processor hereby exclude application of the UN Convention on Contracts for the International Sale of Goods from this Agreement.
   6. **Reserved**.
   7. **Severability**. In the event that any provision of this Agreement conflicts with applicable law or is held invalid or unenforceable by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by applicable law.
   8. **Waiver**. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
   9. **Notices**. Whenever a party desires or is required to give any notice, demand, or request with respect to this Agreement, such communication shall be in writing. Communications in writing must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, addressed to the applicable contact person as set forth below.
   10. **Amendments in Writing**. The parties agree that any and all amendments to this Agreement must be made in writing to be signed by the parties.
   11. **Counterparts.** This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of

obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter referred to as “**E-Signature**”), acceptance and agreement as if actually signed by such party in writing. Each party also agrees that no certification authority or other third party verification is necessary to validate its E- Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature.

1. **TERM**
   1. This Agreement shall continue from the Effective Date until expiration or termination of the MPSA in accordance with its terms, and through any period of Disengagement Services. Notwithstanding such termination, **Articles 1**, **2**, **3**, and **4** shall survive termination or expiration of this Agreement.

#### IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

**CORPORATION INC. AQW CORPORATION**

## SCHEDULE 1

**FORM OF LOCAL DATA PROTECTION AGREEMENT**

**Local Data Protection Agreement**

#### This Local Data Protection Agreement – [Corporation Affiliate] (this “**LPDA**”) is entered into effective as

of [

], 20[

] (the “**LPDA Date**”), by and between [Name of Corporation Affiliate], with an office at

[ ] (“**Local Corporation**”), and [Name of Supplier or Affiliate], with an office at [ ] (“**Local**

**Supplier**”).

## RECITALS

#### CORPORATION INC., a Delaware corporation having a principal place of business …. (“**Corporation**”), and …. (“**Supplier**”), entered into the Master Data Protection Agreement dated [INSERT] (the “**MDPA**”); and

1. The MDPA contemplates the processing of Data Controller’s data by Data Processor and/or the transfer of data between Data Controller to Data Processor in various countries around the world, including from [ Local Corporation countr y ] and [Supplier country]. The MDPA also contemplates that Data Controller and Data Processor will enter into a Local Data Protection Agreement to facilitate such transfer and to set forth any additional terms and conditions, including, for example incorporating any model clauses. The purpose of this LDPA is to implement the relevant terms of the MDPA as far as possible between the parties.

**IT IS AGREED** as follows:

## General.

#### **Incorporation of MDPA**. This LDPA shall be subject to all of the terms and conditions of the MDPA, which are hereby incorporated by reference in their entirety, subject to any modifications or exclusions set forth in this LDPA. References in the MDPA to Corporation are replaced with references to Local Corporation as appropriate and references in the MDPA to Supplier are replaced with Local Supplier as appropriate. If there is any conflict or inconsistency between, on the one hand, the MDPA and, on the other hand, this LDPA, this LDPA shall prevail.

* 1. **Definitions**. Capitalized terms used in this LDPA, to the extent not otherwise defined in this LDPA, will have the same meanings as in the MDPA.
  2. **Attachments**. This LDPA includes each of the following Attachments (and Appendices to such Attachments), all of which are incorporated into this Local Data Protection Agreement by reference. ***[\*\* Instructional Drafting Note – to be removed after the LDPA is created: Include any additional Attachments here. If there are no Attachments for this LDPA, then “None” may be inserted here, or this Section 1.3 may be deleted.]***
  3. **Modifications Required by Local Law.** The following additional requirements, and/or modifications to the MDPA, are required by the governing law applicable to this LDPA, and Local Supplier shall comply with the following: ***[\*\* Instructional Drafting Note – to be removed after the LDPA is created: The MDPA has the EU model clauses attached to it, which will flow down to this LDPA unless otherwise specified here. If those EU model clauses are not applicable under this LDPA or should***

***otherwise be replaced (e.g., with other data transfer clauses mandated by a country’s laws), then such***

***modifications should be indicated here.]***

***[list modifications, if any are required]***

#### **Notice**. Whenever a party desires or is required to give any notice, demand, or request with respect to this LDPA, such communication shall be in writing. Communications in writing must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, addressed to the applicable contact person in accordance with the MDPA.

* 1. **Language/Governing Law**. The parties have requested that this LDPA and all documents contemplated thereby or relating thereto be drawn up in the English language. This document will be translated into an official language of [name of country] if required by law, but in the event of inconsistencies or conflicts the English version will prevail. This LDPA shall be governed by and construed in accordance with the law of the jurisdiction of Local Corporation.

IN WITNESS WHEREOF, the parties have caused this LDPA to be executed by their respective duly authorized representatives as of the date first set forth above.

[LOCAL Corporation] [LOCAL SUPPLIER]

By:

By:

Authorized Signature Authorized Signature

Title:

Title:

Date:

Date:

Contact Person Contact Person

Address Address

Telephone/Fax Telephone/Fax

## SCHEDULE 2

**STANDARD CONTRACTUAL CLAUSES (PROCESSORS)**

#### For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: Address:

Tel.: ; fax: ; e-mail: Other information needed to identify the organization

…………………………………………………………… (the data exporter)

And1

Name of the data importing organization: Address:

Tel.: ; fax: ; e-mail: Other information needed to identify the organization:

………………………………………………………………… (the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following contractual clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Corporation CONFIDENTIAL MPSA Signature Page

*Clause 1 Definitions*

For the purposes of the Clauses:

1. *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
2. '*the data exporter'* means the controller who transfers the personal data;

#### *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

1. *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
2. '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
3. *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

*Clause 2*

*Details of the transfer*

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3*

*Third-party beneficiary clause*

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually

disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

1. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
2. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*

*Obligations of the data exporter*

The data exporter agrees and warrants:

1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
3. that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;
4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
5. that it will ensure compliance with the security measures;
6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
7. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
9. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
10. that it will ensure compliance with Clause 4(a) to (i).

*Clause 5*

*Obligations of the data importer*

The data importer agrees and warrants:

1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
3. that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
4. that it will promptly notify the data exporter about:
5. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
6. any accidental or unauthorized access, and
7. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
8. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
9. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional

qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

1. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
2. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
3. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
4. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6 Liability*

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

1. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.
2. The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

*Clause 7*

*Mediation and jurisdiction*

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
2. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
3. to refer the dispute to the courts in the Member State in which the data exporter is established.
4. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

*Cooperation with supervisory authorities*

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9 Governing Law*

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely ……………………………………………………………………………….

*Clause 10*

*Variation of the contract*

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

*Subprocessing*

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses1. Where the subprocessor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely …………………………………………………………………………………………………
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

*Obligation after the termination of personal data processing services*

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

1 This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data exporter: Name (written out in full): Position:

Address:

Other information necessary in order for the contract to be binding (if any): Signature……………………………………….

(stamp of organization)

On behalf of the data importer: Name (written out in full): Position:

Address:

Other information necessary in order for the contract to be binding (if any): Signature……………………………………….

(stamp of organization)

**Appendix 1 (Details of the Transfer) to the Standard Contractual Clauses (processors)**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

………………………………………………………………………

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

……………………………………………………………………………..

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

………………………………………………………………………………

Categories of data

The personal data transferred concern the following categories of data (please specify):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

………………………………………………………………………………

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

………………………………………………………………………………

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

………………………………………………………………………………………………………………

………………………………………………………………………………………………………………

……………………………………………………………………………… DATA EXPORTER

Name:……………………………… Authorized Signature …………………… DATA IMPORTER

Name:……………………………… Authorized Signature ……………………

***THE FOLLOWING IS FOR EXAMPLE PURPOSES ONLY – CORPORATION AND AQW SHOULD COMPLETE APPENDIX 1 TO THE EU MODEL CLAUSES AS SPECIFIC TO THE MATTER***

***Appendix 1 to the Standard Contractual Clauses***

*This Appendix forms part of the Clauses and must be completed and signed by the parties*

*The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix*

***Data exporter***

*The data exporter is (please specify briefly your activities relevant to the transfer): [ ] Limited, a member of the [ ] group of companies, which is a [ ].*

***Data importer***

*The data importer is (please specify briefly activities relevant to the transfer):*

*[ ] Ltd, a member of the [ ] group of companies, which is [ ].*

***Data subjects***

*The personal data transferred concerns the following categories of data subjects:*

* *employees and other staff engaged from time to time to provide services to members of the [ ] group of companies.*
* *contractors, suppliers and licensees of the [ ] group of companies.*
* *customers (both corporate and individual) of the [ ] group of companies.*
* *artists contracted to the [ ] group of companies.*

***Categories of data***

*The personal data transferred relating to employees and other staff include:-*

* *name;*
* *contact information;*
* *ID numbers;*
* *bank information;*
* *salary information;*
* *job title; and*
* *date of birth.*

*The personal data transferred relating to contractors, suppliers and licensees and their employees includes:-*

* *name;*
* *contact information;*
* *ID numbers;*
* *bank information;*
* *email address;*
* *salary information;*
* *job title;*
* *VAT registration number;*
* *credit rating of the contractors, suppliers and licensees; and*
* *date of birth.*

*The personal data transferred relating to [ ] customers includes:-*

* *name;*
* *contact information;*
* *ID numbers;*
* *bank accounts;*
* *email addresses; and*
* *date of birth.*

*The personal data transferred relating to [ ] artists includes:-*

* *name;*
* *contact information;*
* *ID numbers;*
* *bank information;*
* *salary information;*
* *job title;*
* *date of birth; and*
* *email addresses.*

***Special categories of data (if appropriate)***

*The personal data transferred concern the following special categories of data in relation [ ] employees:-*

* *ethnic origin;*
* *physical or mental health; and*
* *criminal records.*

***Processing operations***

*The personal data transferred will be subject to the following basic processing activities (please specify):-*

* *maintaining accounts related to any business or activity carried on by the data controller;*
* *the advertising and marketing of the business of the data controller;*
* *the activity, goods or services of the data controller and promoting public relations in connection with that business or activity; and*
* *maintaining of information or databanks as a reference tool of general resource. This includes biographic databases.*

*DATA EXPORTER*

*Name:……………………………… Authorized Signature ……………………*

*DATA IMPORTER*

*Name:……………………………… Authorized Signature ……………………*

**Appendix 2 (Technical and Organizational Security Measures) to the Standard Contractual Clauses (processors)**

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

………………………………………………………………………………………………………………

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***THE FOLLOWING IS FOR EXAMPLE PURPOSES ONLY –CORPORATION AND AQW SHOULD COMPLETE APPENDIX 2 TO THE EU MODEL CLAUSES AS SPECIFIC TO THE MATTER***

***Appendix 2 to the Standard Contractual Clauses***

*This Appendix forms part of the Clauses and must be completed and signed by the parties.*

*Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):*

*The Processor shall undertake appropriate technical and organizational measures to protect against*

*unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. The measures to be taken will take into account available technology and the cost of implementing the specific measures, and must ensure a level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected.*

*Appropriate measures will include, without limitation, the following:*

1. *adopting and implementing applicable Data Controller’s policies and standards related to*

*information security;*

1. *assigning responsibility for information security management;*
2. *devoting adequate personnel resources to information security;*
3. *carrying out verification checks on permanent staff that will have access to personal data;*
4. *requiring employees, vendors and others with access to personal data to enter into signed agreements agreeing to comply with the Data Controller's policies and standards relating to information security;*
5. *conducting training to make employees aware of information security risks and to enhance*

*compliance with Processor’s policies and standards related to data protection;*

1. *preventing unauthorized access to personal data through the use, as appropriate, of physical and logical (password) entry controls, secure areas for data processing, procedures for monitoring the use of data processing facilities, and built- in system audit trails;*
2. *protecting data maintained in online systems through the use, as appropriate, of secure passwords, network intrusion detection technology, encryption and authentication technology, secure log-on procedures, and virus protection;*
3. *monitoring compliance with the applicable Data Controller’s policies and standards related to*

*data protection on an ongoing basis; and*

1. *taking such other steps as may be appropriate under the circumstances.*