##### 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.'Advance Payment 2 means the amount specified in Item 8B of Schedule 1
    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

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