

Linked Deal

This Opportunity Identification Number (OID) is part of a linked deal; please refer to the Parent OID to locate the full agreement. If this is the Parent OID please find the full agreement below.

Parent Opportunity:

- 595022

Linked Opportunities:

- 654018

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TWENTY THIRD AMENDMENT TO EXHIBIT 2-B-6
DIRECT BANK SERVICES STATEMENT OF WORK

This TWENTY THIRD AMENDMENT ("**Twenty Third Amendment**"), effective as of the May 1, 2020 ("**Twenty Third Amendment Effective Date**"), is between Citizens Bank, N.A., having one of its principal places of business located at One Citizens Way, Johnston, Rhode Island 02919 ("**Citizens**"), and Fidelity Information Services, LLC, an Arkansas limited liability, having one of its principal places of business at 601 Riverside Avenue, Jacksonville, Florida 32204 ("**Supplier**" or "**Supplier**"), (each a "**Party**," and collectively the "**Parties**").

WHEREAS, the Parties intend to amend the Direct Bank Services Statement of Work effective September 30, 2017, as amended ("**Direct Bank SOW**") executed pursuant to the Master Products and Services Agreement effective November 1, 2014 between the Parties ("**Agreement**") as set forth herein;

WHEREAS, the Parties executed that **Unified Account Origination Services Statement of Work (Exhibit 2-B-6)** dated September 8, 2017 (the "**UAO SOW**"), to the Agreement to provide those online account opening services for Citizens as described in the UAO SOW ("**Digital One Online Account Opening Services**"); and

WHEREAS, pursuant to **Addendum 1 (Profile Processing Services) to Attachment 3 (Production Services)** of the Direct Bank SOW, Supplier provides the Production Support-Application Services, Production Support-Data Center Services, Network Services, and Disaster Recovery Services for Citizens using the SOW Software, which is defined as the Supplier software indicated in **Section 5.8 of Attachment 2 – Implementation Services** and any future, or portions of future, releases of such SOW Software that occur during the SOW Term which are agreed on by the Parties pursuant to the Change Control Management Process; and

WHEREAS, Citizens and Supplier seek to migrate the SOW Software from the current version ("**Profile 7**" or "**P7**") to Supplier's modern banking platform ("**Modern Banking Platform**" or "**MBP**") and implement the Digital One Online Account Opening Services for accounts subject to the Direct Bank SOW as set forth in **Exhibit A** (for the avoidance of doubt, this only includes the implementation of the Digital One Online Account Opening Services and not any integration between MBP and Backbase U.S.A. Inc., for example, or support of Backbase's use of Digital One Experience APIs) (the "**MBP Migration**"); and

WHEREAS, Citizens seeks to purchase (a) certain additional Production Services from Supplier ("**New Services**") to support Citizens' online checking account product ("**Digital Checking**"), and to support Citizens' small business savings accounts, and (b) Services to implement the New Services (collectively, the "**New Services Implementation**");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree to amend the Agreement and the Direct Bank SOW as follows:

1. Change Control Management Process.

Notwithstanding **Section 39 (Change Control Management)** of the Agreement and **Schedule 12 (Change Control Management Process)** of the Agreement, the Parties agree that the scope of Production Services shall be modified by this Amendment.

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2. Migration and Implementation Services.

Supplier will provide Services to (a) migrate the SOW Software from its current version Profile 7 to MBP and implement the Digital One Online Account Opening Services as set forth in **Exhibit A** to this Amendment (the “**MBP Migration Services**”), and (b) implement the Production Services set forth in **Exhibit C (New Services)** to this Amendment as additional Production Services, pursuant to a written project plan mutually agreed upon by the Parties (the “**Modern Banking Platform Project Plan**”). Each party shall make commercially reasonable efforts, including the assignment of adequate personnel, to mutually agree upon the Modern Banking Platform Project Plan as soon as practicable following the Amendment Effective Date. The Modern Banking Platform Project Plan will include: (i) a description of the tasks to be performed by each Party; (ii) allocation of responsibility for each of such tasks; and (iii) the schedule on which each task is to be performed. The Modern Banking Platform Project Plan will consist of four Project Phases: (1) Configuration Requirements, (2) Design, (3) Build, and (4) Test. The Modern Banking Platform Project Plan project leaders of Citizens and Supplier shall regularly communicate on the progress of the Modern Banking Platform Project Plan, the feasibility of the dates specified in the Modern Banking Platform Project Plan, and such other matters which may affect the smooth completion of the Modern Banking Platform Project Plan. Citizens agrees to maintain an adequate staff of persons who are knowledgeable about the banking, data processing and information technology systems currently used by Citizens. Supplier agrees to maintain an adequate staff of persons who are knowledgeable about the Profile 7 and MBP platforms and the Services that Supplier will provide under the Modern Banking Platform Project Plan. Citizens and Supplier further agree to timely provide such services and to perform such obligations as are specified as their respective responsibilities in the Modern Banking Platform Project Plan and as necessary for Citizens and Supplier to timely and adequately meet the scheduled dates set forth therein. Each party shall cooperate fully with such reasonable requests of the other party as are necessary to affect the Modern Banking Platform Project Plan in a timely and efficient manner. The Modern Banking Platform Project Plan may be amended by mutual agreement of the Parties. Each party shall make commercially reasonable efforts, including the assignment of adequate personnel, to commence the MBP Migration as soon as practicable following the Twenty Third Amendment Effective Date.

3. New Services.

3.1 Code Connect Services and Digital One Online Account Opening Services. Upon completion of the MBP Migration:

- (a) Profile 7 will be replaced by the Modern Banking Platform, which shall thereafter be the SOW Software;
- (b) Subject to the Parties mutual agreement in writing upon the terms for Citizens' use of the Code Connect Services (which will be added to **Attachment 3 (Production Services)** to the Direct Bank SOW), the Code Connect Services will be made available to Citizens for the applicable pricing set forth in **Section 7.4 (Production Services)**; and
- (c) the Digital One Online Account Opening Services will be provided for accounts under the Direct Bank SOW pursuant to the terms and pricing set forth in the UAO SOW.

3.2 Digital Checking Launch Date. “**Digital Checking Launch Date**” means the date that the New Services are available in a production environment and free from Severity 1 and Severity 2 defects (as defined in **Exhibit A – P7 to MBP Requirements** of this Amendment) and is initially scheduled to be June 30, 2021. The Digital Checking Launch Date may be modified by the Parties by mutual agreement

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as documented in the Project Plan. Supplier shall provide to Citizens the additional Production Services set forth in the “**New Services Taking Effect as of Digital Checking Launch Date**” section in **Exhibit C (New Services)** to this Amendment for the applicable pricing set forth in **Section 7.4 (Production Services)** of this Amendment.

4. Initial Term. **Section 7.1 (Initial Term)** of the Direct Bank SOW is hereby deleted in its entirety and replaced with the following:

7.1 Initial Term. The Initial Term of this SOW, including the Code Connect Services (subject to **Section 3.1(b)** of this Amendment 23 to the Direct Bank SOW), shall commence on the SOW Effective Date and shall continue for five (5) years from the Digital Checking Launch Date, provided that the duration of the following Services shall continue to be governed by the terms of the Direct Bank SOW and applicable Amendments;

- **Addendum 3 (Item Processing Services) to Attachment 3 (Production Services)**
- **Addendum 4 (Mobile Remote Capture Services) to Attachment 3 (Production Services)**
- **Addendum 5 (Financial Crime Management Services) to Attachment 3 (Production Services)**, as added by the Third Amendment to Exhibit 2-B-6 Direct Bank Services SOW, dated May 18, 2018
- **Addendum 6 (Virtual Back Office Services) to Attachment 3 (Production Services)**
- **Addendum 7 (Call Center Services) to Attachment 3 (Production Services)**
- Authentication Services, as added by the **First Amendment to Exhibit 2-B-6 Direct Bank Services**, dated March 30, 2018
- IAV Services, as added by the **Second Amendment to Exhibit 2-B-6 Direct Bank Services**, dated May 15, 2018
- WAP Services, as added by the **Fourth Amendment to Exhibit 2-B-6 Direct Bank Services**, dated June 18, 2018
- Check Printing Services, as added by the **Seventh Amendment to Exhibit 2-B-6 Direct Bank Services**, dated June 29, 2018

For the avoidance of doubt, the Digital One Online Account Opening Services will be provided under the Unified Account Origination Services (UAO) Statement of Work dated September 30, 2017, and subject to the term and fees set forth in that Statement of Work.

5. Material Delays.

For purposes of this Section, “**Material Delay**” shall mean a delay, or a series of smaller multiple delays that when taken together, will: (i) impact the MBP Migration and/or New Services Implementation timeline; or (ii) cause Supplier personnel resources to not be able to perform any other work such that resources are idle; or (iii) is of such magnitude that the work cannot be made up within the required timeframe.

5.1 Delays not Caused by Supplier. In the event of a Material Delay not caused by Supplier, Supplier shall continue work during such delays and shall track time during each such Material Delay separately. Citizens shall be responsible for fees for all such hours worked by Supplier resources during such Material Delays in accordance with **Section 7.5 (Rate Card)** below.

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5.2 Delays Caused by Supplier. In the event of a Material Delay caused by the Supplier, Citizens shall not be responsible for any Supplier fees or costs related to such a delay. Any and all Supplier fees / costs related to such a delay will be absorbed by the Supplier and will not be included in the monthly statement of hours incurred that is provided by Supplier under **Section 7.5 (Rate Card)** below.

6. Suspension.

- (a) If the MBP Migration and / or New Services Implementation are delayed by more than ninety (90) days at any point solely due to Citizens' actions or inactions, Supplier may suspend its efforts and submit a Change Request through the Change Control Management Process.
- (b) In the event that Citizens shall seek to initiate a suspension of the MBP Migration and / or New Services Implementation under this Amendment prior to its completion, Citizens shall submit a Change Request through the Change Control Management Process.
- (c) If the Parties do not come to mutual agreement pursuant to the Change Control Management Process for a Change Request submitted by either Supplier under **Section (a)** above or Citizens under **Section (b)** above, such situation shall be escalated through the process set forth in **Section 7 (Escalation) of Attachment 2 (Implementation Services)** of the Direct Bank SOW.
- (d) Any suspension of the MBP Migration by Supplier or Citizens pursuant to this **Section 6** that is not approved through the Change Management Process and continues for a period greater than six (6) months and is solely due to Citizens actions or inactions shall be a deemed a Citizens termination for convenience of the MBP Migration.
- (e) Any suspension of the New Services Implementation by Supplier or Citizens pursuant to this **Section 6** that is not approved through the Change Management Process and continues for a period greater than six (6) months and is solely due to Citizens actions or inactions shall be a deemed a Citizens termination for convenience of the New Services Implementation for purposes of **Section 7.3 (Termination for Convenience) of the Direct Bank SOW** for which Citizens shall be required to pay the Termination For Convenience Fee for the New Services as set forth in such **Section 7.3 (Termination for Convenience)**. For the avoidance of doubt, in event of termination of New Services pursuant to this section, all Services other than the New Services will continue under the Direct Bank SOW or applicable Amendment.

For the avoidance of doubt, the Parties agree that unavailability of human resources or supplies that prevents, hinders, or delays the performance by a Party under this Agreement and is caused by an epidemic or pandemic will be a "**Force Majeure Event**" for purposes of the Master Products and Services Agreement, dated November 1, 2014.

7. Fees

- 7.1 MBP Migration.** Citizens shall have no obligation to pay fees incurred by Supplier for the MBP Migration unless and except that, in the event that the MBP Migration is terminated by Supplier pursuant to **Section 44.6 (Supplier's Right To Terminate)** of the Agreement or Citizens terminates the MBP Migration for convenience (including as set

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forth in **Section 6(d)** above), then, in addition to any fees payable under **Section 7.3 (Termination for Convenience)** of the Direct Bank SOW, Citizens shall pay fees to Supplier for all hours worked by Supplier resources on the MBP Migration prior to such termination in accordance with **Section 7.5 (Rate Card)** below.

7.2 New Services Implementation

7.2.1 New Services Implementation Hourly Fees. Fees for the New Services Implementation under this SOW shall be based on the actual hours incurred by Supplier and shall be invoiced monthly in arrears no later than the fifteenth (15th) calendar day of each month at the previous month's actual hours multiplied by the applicable rates set forth in **Section 7.5 (Rate Card) ("New Services Implementation Hourly Fees")**. The total New Services Implementation Hourly Fees are estimated to be **Three Million Three-Hundred Fifty Seven Thousand Eight Hundred US Dollars (\$3,357,800.00 US)**, (the "**Estimated New Services Implementation Hourly Fees**"), as further set forth in **Exhibit B (Estimated New Services Implementation Fees)** to this Amendment, provided that Supplier and Citizens acknowledge and agree that **Exhibit B**, and the Estimated New Services Implementation Hourly Fees, are subject to modification and finalization by mutual agreement of Supplier and Citizens. Following completion of the Design Project Phase, the Parties shall mutually agree upon the scope and the implementation fee for the Build Project Phase (the "**Build Project Fee**").

The Estimated New Services Implementation Hourly Fees are only an estimation of fees for New Services Implementation. The actual New Services Implementation Hourly Fees shall be based on hours actually incurred, provided that the Build Project Fee shall be fixed following the Parties mutual agreement on the scope of the Build Project Phase. A plan shall be provided to Citizens outlining resource access needs, travel, and dependencies, which are updated monthly. Any changes to the scope of the project ("**Scope Change**") shall be mutually agreed upon in writing by Citizens and Supplier in advance and in accordance with the Change Control Management Process and fees payable by Citizens for Services attributable to the Scope Change are not included in the Estimated New Services Implementation Hourly Fees, or the Build Project Fee.

7.2.2 New Services Implementation Hourly Fees Threshold. Supplier will inform Citizens in writing when eighty percent (80%) of the Estimated New Services Implementation Hourly Fees has been consumed ("**New Services Implementation Hourly Fees Threshold**"). At that time, Supplier will confer with Citizens regarding the work remaining. Citizens and Supplier will then determine whether the funding available is sufficient to complete the remaining activities. Should Citizens and Supplier determine the remaining funding to be insufficient, then pursuant to the Change Control Management Process, Citizens and Supplier will mutually agree in writing to either increase the total budget or align the remaining scope of work to the remaining funds. Regardless of what the Parties decide pursuant to this **Section 7.2.2 (Implementation Services Hourly Fees Threshold)**, fees for the New Services Implementation shall be based on the actual hours incurred by Supplier and shall be invoiced monthly in arrears at the previous month's actual hours multiplied by the New Services Implementation Hourly Fees.

7.3 SOW Estimated Travel Expenses. T&L expenses for the New Services Implementation Services should not exceed ten percent (10%) of the New Services Implementation Hourly Fees ("**New Services T&L Expense Cap**"). Supplier T&L expenses shall not exceed the New Services T&L Expense Cap without prior written approval of Citizens. Payment for T&L will be made based on the Parties' standard payment terms as mutually agreed in writing, two (2) months in arrears, with the expectation that the Supplier is properly managing travel expenditures to the Supplier

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travel policies across the project lifecycle and providing a travel expense forecast as part of its monthly forecasting activities which are done jointly by Supplier and Citizens. Invoices shall be submitted to the Citizens Program Manager and Citizens Accounts Payable no later than the fifteenth (15th) day of the calendar month. Supplier will supply Citizens with copies of receipts for T&L upon request.

7.4 Production Services. Exhibit A (Pricing Schedule) to Attachment 6 (Production Service Charges) to the Direct Bank SOW is hereby amended as follows:

a. The Current Monthly Profile Core Banking fees set forth below are hereby replaced by the New Monthly Core Banking Fees set forth below.

Current Monthly Profile Core Banking Fees

Description	Unit	Monthly Unit Fee
Profile Core Banking (Includes up to 150,000 Accounts)		
Monthly Base Fee (includes Citizens access to WebCSR)	per month	\$240,333
Accounts on the System		
< 150,000	per account	Included
150,001 – 300,000	per account	\$1.30
300,001 – 500,000	per account	\$1.00
Over 500,000	per account	\$0.75

New Monthly Core Banking Fees

The Core Banking Fees Post Digital Checking Launch Date set forth below will be charged upon the Digital Checking Launch Date.

Description	Unit	Monthly Unit Fee
Core Banking Fees Pre-Digital Checking Launch Date	per month	\$240,333
Accounts on the System		
< 150,000 accounts	per account	Included
150,001 – 300,000 accounts	per account	\$1.30
300,001 – 500,000 accounts	per account	\$1.00
Over 500,000 accounts	per account	\$0.75
Core Banking Fees Post Digital Checking Launch Date	per month	\$305,000
Non-Closed Accounts on the System		
< 200,000 accounts	per account	Included
200,001 – 500,000 accounts	per account	\$0.70
500,001 – 1,000,000 accounts	per account	\$0.60
Over 1,000,000 accounts	per account	\$0.42
Closed Accounts on the System (An account in a closed status on the Modern Banking Platform)	per account	\$0.15
Purged accounts will be assessed no fee.		

For the avoidance of doubt, the fees above do not apply to accounts converted to MBP from Citizens' licensed Systematics application or any other core banking application. Conversion and

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ongoing processing fees for any such accounts would be mutually agreed to in writing in a separate SOW.

b. Code Connect Services Fees

The following monthly fees shall be added to **Exhibit A (Pricing Schedule) to Attachment 6 (Production Services Charges)** for the Code Connect Services.

The Monthly Code Connect Services Fees set forth below will be charged upon the earlier of the completion of MBP Migration or the Digital Checking Launch Date.

Code Connect	Unit	Monthly Unit Fee
Monthly Base Fee (Includes up to 15 million external* API calls)	per month	\$42,134
Over 15 million external API calls	per API call	\$0.0025
Internal** (Supplier to Supplier) API calls	per API Call	Waived

*For example, "external" refers to an API call and response between Supplier's Modern Banking Platform and a 3rd party that is not a Supplier owned entity or subcontractor.

**For example, "internal" refers to an API call and response between Supplier's Modern Banking Platform and Supplier's Mobile Remote Deposit Capture system or Supplier's Modern Banking Platform to a 3rd party that is a Supplier owned entity or subcontractor.

The Code Connect API roadmap will be provided to Citizens on a regular basis. Citizens will receive maintenance enhancements for Code Connect which will include new APIs for the Modern Banking Platform and the ancillary Services under the Direct Bank SOW as they become available at no additional cost.

The Parties agree that if Code Connect external API calls exceed 15 million for three (3) consecutive months, the Parties will meet within thirty (30) days to negotiate in good faith to find a solution which may include a re-engineering of the systems accessing APIs or a modification to the incremental fee above 15 million external API calls per month. Until the Parties reach a solution, the per API call fees set forth above shall continue to apply. In the event the Parties cannot agree within thirty (30) days, such shall be deemed a Dispute which may be subject to the Dispute resolution procedures set forth in Article 57 of the Master Products and Services Agreement, dated November 1, 2014.

c. Digital Checking Customer Communication Services (Cedar) Monthly Fees

The following new Customer Communication Services monthly fees shall be added to **Exhibit A (Pricing Schedule) to Attachment 6 (Production Services Charges)** and are in addition to the existing monthly Customer Communication Services (Cedar) monthly fees.

The Monthly Digital Checking Customer Communication Services (Cedar) Fees set forth below will be charged upon the Digital Checking Launch Date.

Customer Communication Management (Cedar)		
Digital Checking Monthly Minimum for Cedar	per month	\$15,000

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	Unit	Monthly Per Unit Fee
Push (in-app) Notifications and Alerts: Rule-Based Personalized Composition with Rapid Content		
Tier 1: 1 – 500,000 messages per month	per message	\$0.0260
Tier 2: 500,001 – 2,000,000 messages per month	per message	\$0.0263
Tier 3: 2,000,001 – 5,000,000 messages per month	per message	\$0.0163
Tier 4: 5,000,001 + messages per month	per message	\$0.0131
Push (in-app) Transmission, Delivery, 60 Day Archival, Tracking Bounce Remediation and Reporting		
Tier 1: 1 – 500,000 messages per month	per message	\$0.0200
Tier 2: 500,001 – 2,000,000 messages per month	per message	\$0.0175
Tier 3: 2,000,001 – 5,000,000 messages per month	per message	\$0.0150
Tier 4: 5,000,001 + messages per month	per message	\$0.0125
Pass-Through Fees		
Carrier Imposed Supplemental / Pass-through Fees	per SMS	Pass-Through

d. For the avoidance of doubt, the Digital One Online Account Opening Services will be provided under the Unified Account Origination Services (UAO) Statement of Work dated September 30, 2017, and subject to the term and fees set forth in that Statement of Work.

7.5 Rate Card. The rate for resources used in the provision of Services under this SOW will be one hundred fifty-four US dollars (**\$154.00**) per hour ("**Rate Card**"). Such rate is not applicable to any other projects for which Citizens might engage Supplier in the future, unless otherwise mutually agreed to by the Parties. Supplier shall provide Citizens with a monthly statement of all hours incurred by Supplier for the MBP Migration and / or the New Services Implementation during such month and shall separately itemize any fees payable by Citizens for that month pursuant to **Section 5.1 (Delays not Caused by Supplier)** above.

8. Termination for Convenience. **Section 7.3 (Termination for Convenience)** of the Direct Bank SOW is deleted and replaced with the following:

"7.3 Termination for Convenience.

(a) If either this SOW or any Service (unless the Parties have agreed in the applicable Amendment, the Direct Bank SOW, or otherwise in writing that a particular Service(s) has a separately defined termination right) is terminated prior to the Digital Checking Launch Date by Supplier pursuant to **Section 44.6 (Supplier's Right To Terminate)** of the Agreement, or by Citizens pursuant to **Section 44.5.2 (Termination of Statements of Work and Product Order Forms)** of the Agreement, Citizens shall pay a "**Termination for Convenience Charge**" (as such term is defined in the Agreement) in the amount equal to (i) all amounts due and owing and invoiced-for under this SOW for the applicable Service at the time of the notice of termination; plus (ii) the sum of the Estimated New Services Implementation Hourly Fees, as adjusted for any mutually agreed to Change Requests, less fees paid by Citizens for New Services Implementation under this SOW prior to the date of termination multiplied by fifty percent (50%); plus (ii) fifty percent (50%) of any minimum monthly payments required for the terminated Production Service(s), multiplied by the number of months remaining in the then current SOW

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Term, plus (iv) any out of pocket expenses directly incurred by Supplier as a consequence of the termination; plus (v) any unpaid one-time fees relating to this SOW.

(b) If either this SOW or any Service (unless the Parties have agreed in the applicable Amendment, the Direct Bank SOW, or otherwise in writing that a particular Service(s) has a separately defined termination right) is terminated after the Digital Checking Launch Date by Supplier pursuant to **Section 44.6 (Supplier's Right To Terminate)** of the Agreement, or if Citizens terminates the SOW or any Service pursuant to **Section 44.5.2 (Termination of Statements of Work and Product Order Forms)** of the Agreement, Citizens shall pay a **"Termination for Convenience Charge"** (as such term is defined in the Agreement) in the amount equal to (i) all amounts due and owing and invoiced for under this SOW for the applicable Production Service(s) or New Services Implementation at the time of the notice of termination plus (iii) the greater of (a) fifty (50%) of the average monthly fees incurred for any terminated Production Service(s) during the preceding six (6) months, or (b) 50% of any minimum monthly payments required for the terminated Production Service(s), in either case multiplied by the number of months remaining in the then current SOW Term, plus (iv) any out of pocket expenses directly incurred by Supplier as a consequence of the termination; plus (v) any unpaid one-time fees relating to this SOW. Citizens shall not be entitled to a refund of any pre-paid amounts."

9. **Miscellaneous.** All terms of the Direct Bank SOW and the Agreement not amended by this Amendment shall remain in full force and effect. All fees shall be settled or paid in accordance with the terms of the Direct Bank SOW and the Agreement unless otherwise specified in this Amendment. In the event of a conflict or inconsistency between this Amendment and the Agreement, this Amendment shall control. All capitalized words not specifically defined in this Amendment shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers or representatives to execute and deliver this Amendment as a legally binding obligation of such party as of this Twenty-Third Amendment Effective Date.

DocuSigned by:
CITIZENS BANK N.A.
Bruce Van Saun

By: 944B69EA32A34A9...

Name: Bruce Van Saun

Title: Chairman and Chief Executive Officer

Date Signed: 5/8/2020

DocuSigned by:
Approved as to form*
Mike Knipper 5/5/2020

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Citizens Strategic Sourcing

*For Citizens internal purposes.
Applicable if Service Provider's
aggregate fees (over a year and/or
across ALL contracts) exceed \$100,000
and/or if Service Provider is deemed
high risk.

DocuSigned by:
FIDELITY INFORMATION SERVICES, LLC
Andrew Beatty

By: 4F821F2D34914BF...

Name: Andrew Beatty

Title: GM, Next Generation Banking

Date Signed: 5/5/2020

PACS Legal Review Request #: 64752856

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EXHIBIT A**P7 TO MBP REQUIREMENTS**

The scope below sets forth the functionality included. Changes, additions, and deletions to the scope will be mutually agreed to by the Parties in writing.

The functionality of the Modern Banking Platform and the surrounding systems will be configured by Supplier to provide substantially similar savings account and CD account banking product functionality available to Citizens Access clients as of May 1, 2020. Supplier agrees to add the functionality listed in **Exhibit D – Deferred Functionality List** of this Amendment as well as any other functionality that the Parties mutually agree must be deferred beyond the first production release, all of which will be delivered in subsequent releases. Such functionality is included in the charges set forth in **Section 7** of this Amendment. To the extent the Parties during the MBP Migration mutually identify and agree upon functionality in Citizens' savings account and CD account products that differs from the business functionality or capabilities that were available for those products as of May 1, 2020, the Parties shall discuss and mutually agree on a solution in writing.

Supplier will configure the Savings and CD products, and all existing ancillary services, in MBP with similar business functionality as P7. Examples of product configuration include: account relationships, interest rate determination, terms, pricing, service fees, CD penalty options, CD grace period length and renewal options, U.S. regulatory options, number of days before becoming inactive, dormancy and escheatment, general ledger requirements, balance tiers, penalty calculation method, grace period, branch code/cost center setup, transaction codes/descriptions, new users and user-class configuration, restrictions, and override configurations.

Supplier will also:

- Implement customer communication done in Profile 7 & CEDAR in Modern Banking Platform & CEDAR (including CEDAR Alerts 2.0)
- Provide access to data for CFG data warehouse consumption
- Those Supplier provided systems, as summarized below, (or systems provided through a Supplier's subcontractor) will have a permanent and dedicated testing environment. Any ancillary system that does not have a permanent and dedicated testing environment as of the Twenty Third Amendment Effective Date will not have a permanent and dedicated testing environment unless mutually agreed to in writing by the Parties.
 - Systems with a permanent and dedicated test environment as of the Twenty Third Amendment Effective Date include: Modern Banking Platform, Actimize, Akamai, Cedar, FXD, ImageCentre, nGage, Storefront/Magnolia
- Configure GL accounts in MBP similar to P7 and generate daily GL extracts in similar format(s) as currently generated by P7
- Provide the same processing for ACH transactions, including ACH limits, Actimize integration and ACH file processing
- Create a similar account opening experience in Digital One OAO as Citizens has with WebClient and P7
- Support a similar call center and back office business functionality in MBP Back office UI as Citizens has with P7
- Configure operational reports in MBP

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- Integrate the following ancillary applications into Modern Banking Platform:
 - Actimize
 - Akamai (D1 OAO)
 - CEDAR
 - Decision Solutions (IDV/IDA/OFAC)
 - EWS
 - FOS
 - FXD
 - Image Centre
 - Image Centre – Cold Storage
 - IVR
 - Supplier's IdP
 - Savana/nGage
 - Storefront/Magnolia
 - Threat Metrix
 - Scanning WhiteHat (D1 OAO)
 - FXD integration with Cedar, such that all communications will be delivered through Cedar Ideology (license capture and facial recognition solution)
 - Any additional or replacement ancillaries as mutually agreed in writing by the Parties through the Change Control Management Process.
- Integrate the following non-existing ancillary application at Citizens expense into the Modern Banking Platform. Citizens shall contract directly with third party service providers where applicable.
 - Citizens enterprise IdP solution (estimated costs identified in Exhibit B)
- Once migration to MBP is complete and Profile 7 is shutdown, Citizens will terminate the following Services and will not be charged any termination fees for such termination:
 - Authentify
 - RSA
 - Yodlee
- Implement Enterprise Customer (EC) to support accounts on the Modern Banking Platform.
- Implement tagging 2.0, at Citizens expense as mutually agreed to in writing.
- Run mock conversions to validate the conversion process
- Run a beta customer production conversion where selected existing Citizens customers are converted to MBP to validate the conversion process over a forty-five (45) day period in up to two phases (the mechanics and length of which to be mutually agreed by the parties although any period beyond forty-five (45) days will be at Citizens' expense), provided that Supplier will continue the beta customer production conversion period at its expense until there are no Severity 1 or Severity 2 defects as defined in **Attachment 2 – Implementation Services** of the Direct Bank SOW (the "**Beta Test Period**"). Any extension of the Beta Test Period requested by Citizens will be at Citizens' expense and subject to the Parties mutual agreement in writing.
- Complete the conversion to Supplier's Modern Banking Platform and shutdown the Citizens P7 platform upon completion of the beta customer production conversion (as extended due to Severity 1 or Severity 2 defects if applicable).
- Convert all customers, accounts, transactions, and history from P7 to MBP.

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EXHIBIT B**ESTIMATED NEW SERVICES IMPLEMENTATION FEES**

Time and material ROM (rough order of magnitude) estimates are shown below. These fees do not include customer self-service Online Banking (e.g., Backbase) integration and support. Any impact to ancillary solution criteria / cost will be identified and estimated during the configuration requirements phase. These costs are for the installation of Supplier's standard version of the Modern Banking Platform and assume no customizations. Any customizations will be in addition and will be mutually agreed by the Parties through a mutually executed change control document to this Amendment or an additional SOW.

Modern Banking Platform Small Business Savings Implementation Fees

Project Phase	One-Time Fee
Configuration Requirements (Estimated)	\$86,381
Design (Estimated)	\$371,386
Build (Estimated)	\$139,270
Test (Estimated)	\$324,963
Total Implementation Fee	\$922,000

Ancillary Small Business Savings Implementation Fees

Service	One-Time Fee
IVR	Waived
Digital One Online Account Opening (Estimated)	\$222,000
Cedar (Estimated)	\$77,000
Storefront (Estimated)	\$62,000
Total Estimated Implementation Fee	\$361,000

Modern Banking Platform Digital Checking Implementation Fees

Project Phase	One-Time Fee
Configuration Requirements (Estimated)	\$113,400
Design (Estimated)	\$453,600
Build (Estimated)	\$170,100
Test (Estimated)	\$396,900
Total Implementation Fee	\$1,134,000

Ancillary Digital Checking Implementation Fees

Service	One-Time Fee
Digital One Online Account Opening (Estimated)	\$159,000
IVR (Estimated)	\$75,000
Cedar (Estimated)	\$258,000
Storefront (Estimated)	\$62,000
Content Management (Estimated)	\$202,000
Total Implementation Fee	\$756,000

Citizens IdP Integration Fee: \$184,800 (1,200 hours)

OID 00595022 / OID 00654018

EXHIBIT C

NEW PRODUCTION SERVICES

New Services Taking Effect as of Completion of MBP Migration

Code Connect

Digital One Online Account Opening

New Services Taking Effect as of Digital Checking Launch Date

Customer Communication Management Additional Services to support digital checking product(s) and ancillary communications, may include some or all of the following at Citizens' discretion (at mutually agreed upon fees):

- Remote Deposit Capture (FXD)
- Peer to Peer Payments (P2P)
- nGage
- Bill Pay
- Debit/ATM Card
- Real Time Payments / FedNow

OID 00595022 / OID 00654018

EXHIBIT D

DEFERRED FUNCTIONALITY LIST

1. Trust Success Alerts for Citizens.
2. Provide ability to retrieve interest rate change history for an account accessible via API.
3. Add year-to-date deposit amount and a year-to-date withdrawal amount accessible via API.
4. Generate ACH control total extracts for each outgoing ACH file created.
5. Generate empty outgoing ACH files if no ACH transactions are present.
6. Ability to set ACH amount limits at customer and product level.
7. Modify account frequencies when an account is added to an existing statement group or if a statement group is modified.
8. Enabling additional customer communication alerts generated out of MBP (e.g., Account registration, Reg D violation, Account funding success, ACH transaction failure).
9. Provide ability for rates on term deposits to be subject to adjustment for a period of time after initiation or renewal to the same degree as Citizens is provided on P7 (known as the "CD Best Rate Guarantee").