

CONTACT CENTER MEMBER SERVICES AGREEMENT

This CONTACT CENTER MEMBER SERVICES AGREEMENT ("Agreement"), effective as of July 30, 2018 (the "Effective Date"), is made and entered into by and between AARP, a District of Columbia nonprofit, nonpartisan membership corporation, having an address at 601 E Street NW, Washington, DC 20049 ("AARP"), and Concentrix, a New York Corporation, having a place of business at 44201 Nobel Drive, Fremont, CA 94538 ("Supplier"). References herein to a "Party" or the "Parties" refer to AARP and Supplier.

WITNESSETH

WHEREAS, AARP's mission is to provide services for persons age 50 or over, which are designed to promote the advancement of the education, well-being and social welfare of its Members and older persons generally, and toward that end, AARP provides its Members with information and resources; engages in legislative, regulatory, and legal advocacy; assists Members in serving their communities; and offers a wide range of unique benefits, special products, and services to its Members; and

WHEREAS, AARP considers Supplier to be instrumental in enabling AARP to achieve a consistent and high quality Member experience in connection with the provision of Contact Center Services for AARP members;

NOW, THEREFORE, in consideration of the premises and the material representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 **DESCRIPTION OF AGREEMENT**

1.1 Contract Documents. This agreement, mutually agreed upon written modifications of this agreement, Change Orders, and exhibits and schedules referenced in this Section 1.1 are collectively referred to as the "Agreement". The following exhibits and schedules, which are attached hereto and are specifically made a part of the Agreement are:

Exhibit 3.1	Services
Exhibit 3.2	Service Level Standards
Exhibit 3.3	Balanced Score Card
Exhibit 3.4	Key Personnel and Management Ratios
Exhibit 3.5	Reports
Exhibit 3.6	Compensation
Exhibit 3.7	Change Control Procedures

1.2 Entire Agreement, Amendment. The Agreement sets forth the full and complete understanding of the Parties with respect to the subject matter thereof, and supersedes any and

all negotiations, agreements or representations made or dated prior thereto. Except as otherwise expressly provided herein, the Agreement may only be amended by a written instrument executed by both parties.

ARTICLE 2

DEFINITIONS

Words and abbreviations that have well-known technical or trade meanings are used in the Agreement in accordance with such recognized meanings. Capitalized terms used in this Agreement not specifically defined in the body of the Agreement have the following meanings.

2.1 "AARP intellectual Property" means the AARP Marks, the AARP Domain Names, Member Data, any specific AARP Program names used in connection with this Agreement, any and all AARP-provided toll free 800 numbers utilized and all other Intellectual Property that is otherwise owned or licensed to any AARP Party.

2.2 "AARP Mark" means all U.S. registered and unregistered common law trademarks, trade dress, service marks, logos, symbols, acronyms, trade names, corporate names and all registrations and applications to register the same for the marks "AARP" and the "AARP" logos that are licensed under this Agreement.

2.3 "AARP Materials" means the Developed Materials and any other Materials and/or systems provided to Supplier or used by Supplier in connection with the Services that are either owned by AARP or are licensed by AARP from a Third Party, including all Materials that constitute derivative works, modifications, enhancements or improvements thereto.

2.4 "AARP Party" or "AARP Parties" means AARP and any other Affiliate of AARP that may avail itself of Services under this Agreement.

2.5 "AARP Representative" means the person(s) designated by AARP from time to time in accordance with Section 4.1 of this Agreement.

2.6 "AARP Web Sites" means the World Wide Web site owned, maintained and operated by AARP to promote AARP's social welfare mission, with the current uniform resource locator (URL) address of <http://www.aarp.org> and/or any other Web sites designed or designated by AARP.

2.7 "Affiliate" as applied to any party, means any entity directly or indirectly controlling, controlled by, or under common control with, that party. The term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that entity, whether through ownership interest, by contract or otherwise

2.8 "Business Day" means any calendar day other than Saturday, Sunday, or other calendar day on which commercial banks in Washington D.C. are authorized or required by law or executive order or close.

2.9 "Business Plan" means the business plan pertaining to the delivery and receipt of the Services to be developed by the parties as more fully set forth in Section 8.5.4 [Business Planning].

2.10 "Change" means any material modification to this Agreement, which occurs in accordance with the Change Control Procedures.

2.11 "Change Control Procedures" means the procedures that shall govern the process by which a Party may propose or request a modification of the Agreement, including a Change to the scope or manner of performance of the Services, Performance Standards or compensation, or any other amendment to the terms of the Agreement, as described more fully in Section 8.1 [Change Control].

2.12 "Change Order" means a document evidencing a Change or Changes that is executed pursuant to the Change Control Procedures.

2.13 "Claim" means any civil, criminal, administrative, regulatory or investigative action or proceeding commenced or threatened (including demand letters) by a Third Party, including governmental authorities and regulatory agencies, however described or denominated.

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

2.15 "Compliance Directive" means any written direction provided to Supplier by AARP regarding compliance with, or interpretation of, industry Requirements applicable to AARP or the manner in which the Services are to be performed in order to comply with industry Requirements or Laws applicable to AARP.

2.16 "Contacts" means any of the ways in which Members reach out to Supplier or are otherwise contacted by Supplier for information or other assistance. Currently the communication channels that Supplier will be responsible for managing are inbound calls, chat, emails and postal or "white" mail.

2.17 "Content" means all copy, text, articles, columns, graphics, visual materials, photographs, drawings, audio files, video files, screen layouts, banner advertising, or other information or data concerning any Program, including all Content on the AARP Web Sites, whether in hard copy or electronic format.

2.18 "Control" and its derivatives mean with regard to any entity either: (i) the legal, beneficial or equitable ownership, direct or indirect, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights; or (ii) the power to exercise, directly or indirectly, a controlling influence on the entity's management or policies, including through a majority of the members of the board of directors.

2.19 "Customer Facing Subcontractors" means subcontractors that will perform Services involving direct interaction with Members, or former or prospective AARP members, by telephone, written correspondence, email, web chat or other real-time, interactive means of communication.

2.20 "Developed Marks" means marks, names and/or slogans which are developed by AARP (whether alone or in conjunction with Supplier or Third Parties) to be used in conjunction with any Program, and which do not include the name or logo of Supplier or its Affiliates.

2.21 "Developed Materials" means: (i) all Materials (not including Supplier Materials) that are developed by Supplier or AARP in connection with the Services pursuant to a Change Order; and (ii) changes or modifications made by Supplier to training and development Materials provided by AARP to Supplier.

2.22 "Equipment" means the computer and telecommunications equipment (without regard to the entity owning or leasing such equipment) used by Supplier to provide the Services. Equipment may include the following: (i) computer equipment, including associated attachments, features, accessories, peripheral devices and other computer equipment; and (ii) telecommunications equipment, including private branch exchanges, multiplexors, modems, CSUs/DSUs, hubs, bridges, routers, switches and other telecommunications equipment.

2.23 "Final Forecast(s)" means the last of a potential series of Forecasts to be provided by AARP, wherein the Forecast is "locked-in" and based upon which a final staffing model for the Services for the applicable period is determined.

2.24 "Forecasts" means forecasts of anticipated volumes, and handling times for all expected Contacts for an applicable period of time to be provided by AARP.

2.25 "FTE" means a full time equivalent, which is one or more Member Relationship Associates whose collective work-week comprises forty (40) hours.

2.26 "General Compliance Requirements" means Laws and Industry Requirements that are applicable to the performance of the Services by Supplier and should be known to Supplier in its capacity as a provider of the Services. Examples of General Requirements include, but are not limited to: (i) Payment Card Industry (PCI) compliance, and (iii) Laws and Industry Requirements to which Supplier is subject or may become subject.

2.27 "Industry Requirements" means published mandates and requirements of (i) credit card associations governing the security of cardholder data, (including the PCI Security Standards Council) and (ii) recognized non-governmental regulatory bodies and industry standard setting organizations to which Concentrix is subject as a provider of Services.

2.28 "Intellectual Property" means all intellectual property and proprietary rights worldwide (whether or not registered or registrable, patented or patentable), including rights in inventions, patent rights, copyrights, trademark rights, trade secret rights, rights in ideas, inventions and innovations, moral rights, semiconductor chip rights, database rights, industrial design rights, and all other similar rights, along with all applications, registrations, divisionals, continuations, continuations-in-part, reexams, extensions, reissues and foreign counterparts for the foregoing.

2.29 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the Laws of any jurisdiction in the world: (1) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (2) trademark and trade name rights and similar rights; (3) trade secret rights; (4) patents and industrial property rights; (5) other proprietary rights in intellectual property of every kind and nature; and (6) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (1) through (5) of this sentence.

2.30 "Law" or "Laws" means all laws, statutes, regulations, rulings, ordinances, judgments, decrees, injunctions, writs and orders of any governmental authority, and all codes, rules, regulations and orders applicable to the particular matter at issue.

2.31 "Licensed Marks" means all U.S. registered and unregistered common law trademarks, trade dress, service marks, logos, symbols, acronyms, trade names, corporate names, and all registrations and applications to register the same, for AARP.

2.32 "Live Date" means the date that Supplier begin to handle Contacts from AARP's Members in a live production environment.

2.33 "Losses" means all judgments, settlements, awards, and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and expenses).

2.34 "Materials" means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, Content, scripts, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement.

2.35 "Member" means a person who is then a current member of AARP, as evidenced by a valid Membership number.

2.36 "Member Communications" means all written communications and all scripted oral communications to Members, and all other written communications sent to any of such persons in connection with the Services.

2.37 "Member Data" means all data and information pertaining to any Member or prospective Member, including (i) the name, address, telephone number, AARP Membership number, e-mail address, Member profiling information and any other identifying AARP Membership information of the AARP Parties provided to or accessed by Supplier in connection with this Agreement, (ii) all data, models, reports, extracts and algorithms, whether in written or electronic form, developed or created using Member Data, and (iii) all data in the Program Databases.

2.38 "Membership" means the state of being enrolled as a Member of AARP.

2.39 "Member Relationship Associate(s)" means the personnel of Supplier that will interact directly with Members who call AARP or who otherwise Contact AARP asking for assistance, as provided more fully in Exhibit 3.1 [Services] or any Change Order.

2.40 "Supplier Software" means all Third Party Software used by Supplier to provide the Services, other than Supplier Enterprise Systems.

2.41 "Supplier Systems" means Third Party Software and Systems used to deliver Services hereunder that are licensed or used by Supplier and/or its Affiliates on an enterprise-wide basis (i.e., are not primarily dedicated to providing Services).

2.42 "Supplier Materials" means all underlying non-AARP specific Materials that are used by Supplier in order to perform and deliver the Services and/or produce the Developed Materials, and all derivative works, modifications, enhancements or improvements thereto, which do not incorporate any AARP Intellectual Property.

2.43 "Supplier Parties" means Supplier and any of its Affiliates.

2.44 "Supplier Personnel" means personnel furnished or engaged by Supplier to perform any part of the Services, including employees and independent contractors of the Supplier Parties.

2.45 "Supplier Representative" means the person designated by Supplier from time to time in accordance with Section 3.4 hereof.

2.46 "Performance Standards" means the standards of performance, including service level agreements, key performance Indicators, up-time requirements for Systems and such other metrics that are used by the Parties to measure Supplier's performance under this Agreement.

2.47 "Program(s)" means any of the discrete projects or component Services that are identified by the Parties for which Supplier will provide Services to support AARP's Members. Such Programs may be identified in Exhibit 3.1 [Services], in one or more Change Orders, or in any subsequent similar documents that are executed by the Parties to evidence the provision of additional Services by Supplier for AARP related to such Programs.

2.48 "Program Databases" means all of the computer databases used by Concentrix in performing the Services that contain information pertaining to the operation and administration of the Programs, including the Member information file, the Member contact history file, and any data repository or file subsequently developed to replace any of the foregoing.

2.49 "Proprietary Information" means information concerning a Party's trade secrets, customer relationships, activities, plans, finances, operations, methods and/or other information relating to the past, present or future business activities of such Party and/or the customers, clients or suppliers of said entities, or any information learned as a result of this Agreement.

2.50 "Quality Control" means those standards and obligations to which Supplier shall adhere to ensure that the activities of Supplier under this Agreement comply with the terms of this

Agreement, do not depreciate the value of the AARP Intellectual Property, and uphold the goodwill and reputation of AARP.

2.51 "Records" means data stored in any form whatsoever, including hard copies, computer tapes and disk drives, CD-ROM or other physical or electronic media.

2.52 "Required Consents" means any consents as may be required for the assignment to a Party, or the grant to a Party of rights of access and use, of resources provided or licensed by the other Party.

2.53 "Services" means the services to be performed by Supplier pursuant to and in accordance with the Contract Documents, including Section 3.1 [Services] and Exhibit 3.1 [Services] and any Change Orders executed by the Parties in accordance with the Change Control Procedures.

2.54 "Specific Compliance Requirements" means Laws and Industry Requirements that are applicable to the performance of the Services by Supplier other than General Requirements. Examples of Specific Requirements include: (i) product/state-specific guidelines for agent continuing education, (ii) product/carrier specifics related to agent compensation, (iii) product-specific direction for enrollment applications, (v) (vii) compliance directives for voice-signature capture.

2.55 "Successor Service Provider" means any service provider that AARP may select to provide the same or substantially similar service that Supplier shall provide to AARP under this Agreement, Supplier following termination of the Services by Supplier.

2.56 "System" means a combination of hardware, software, and firmware integrated to perform a specific function or task pertaining to the Services.

2.57 "Taxes" means all taxes, duties, charges, fees, levies or other assessments, however denominated, including any interest or additions, but excluding any fines or penalties, attributable thereto, imposed by any foreign or United States federal, state or local taxing authority, including but not limited to income, payroll, withholding, unemployment insurance, social security, sales, use, excise, franchise, premium, gross receipts, occupation, real and personal property, stamp, transfer, ad valorem, workers' compensation, profits, license, employment, estimated, severance, and other taxes, duties, fees, assessments or charges of any kind whatsoever in respect of the Program.

2.58 "Third Party" means, with respect to either Party, an entity that is not an Affiliate of such Party.

2.59 "Third Party Contractor(s)" means any Third Parties that are engaged by Supplier (i.e., Subcontractors, vendors, advisors, or agents, etc.) in support of the provision by Supplier of the Services and that have access to AARP Confidential Information.

2.60 "Third Party Software" means software licensed by a Supplier Party from a Third Party and used by Supplier to provide the Services.

Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

ARTICLE 3
RESPONSIBILITIES OF SUPPLIER

3.1 Services. Supplier shall provide the Services set forth in Exhibit 3.1 [Services] and elsewhere in the Agreement with respect to the Programs. The description of Services set forth in Exhibit 3.1 and elsewhere in the Agreement is not intended to list every element and detail to be provided by Supplier and AARP. If any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. Except as otherwise expressly provided in this Agreement, Supplier shall be responsible for providing the facilities, and all Equipment, personnel and other resources as necessary to provide the Services set forth in Exhibit 3.1 [Services] and elsewhere in the Agreement. The Services will be performed by qualified Individuals promptly, diligently and efficiently in accordance with the Agreement.

3.2 Performance Standards. Supplier's provision of the Services shall meet or exceed the Performance Standards set forth Exhibit 3.2 [Service Level Standards].

3.3 Balanced Scorecard. In addition to the measurement of Performance Standards set in Exhibit 3.2, AARP shall also compare Supplier's performance to other Suppliers that are selected by AARP to perform the same or substantially similar services as the Services that Supplier will perform for AARP under this Agreement. The metrics that will form the basis of comparison and the methodology used by AARP to compare Supplier performance is set forth in Exhibit 3.3 [Balanced Scorecard].

3.4 Supplier Representative.

3.4.1 Supplier shall designate a Supplier Representative who will represent Supplier to AARP with respect to matters relating to this Agreement. The Supplier Representative shall have authority to act on Supplier's behalf under this Agreement, except that such representative shall have no authority to amend this Agreement solely by virtue of such appointment. The Supplier Representative will be responsible for updating AARP on: (i) performance of the Services; (ii) maintaining liaison with AARP; and (iii) attending periodic meetings with AARP the frequency of which AARP, in its reasonable discretion, may set, at which meetings they will report on material developments affecting the status of the Services.

3.4.2 The appointment of the Supplier Representative by Supplier, and any successor thereto, shall be after consultation with AARP. Supplier may change the Supplier Representative at any time by providing written notice of such change to AARP.

3.5 Supplier Personnel.

3.5.1 Dedicated Staff. Except for those personnel of Supplier that are responsible for managing Supplier's facilities, Equipment and Supplier's Enterprise Systems, and unless mutually agreed upon, the Supplier Representative, Membership Relationship Associates, and supervisors of Membership Relationship Associates assigned to provide Services under this Agreement shall be dedicated to AARP.

3.5.2 Key Personnel and Management Ratios. Exhibit 3.4 [Key Personnel and Management Ratios] sets forth certain key personnel, including the Supplier Representative, and the various

ratios of Membership Relationship Associates to management that will be required of Supplier as part of the Services. The personnel referred to in Exhibit 3.4 shall be referred to as "Key Personnel."

3.5.3 Hiring and/or Removal of Supplier Personnel. Supplier shall retain the sole right to hire and fire Supplier Personnel. Notwithstanding the foregoing, if AARP determines in good faith and for reasons that are not unlawful, that the continued assignment of any Supplier Personnel, including, but not limited to, any Key Personnel or the Supplier Representative, in particular, is not in the best interests of the Members, then AARP shall give Supplier written notice to that effect. After receipt of such notice, Supplier shall have a reasonable period of time in which to investigate the matters stated in such notice, discuss its findings with AARP and resolve the problems with such person. If Supplier is unable to resolve the problems with such person to the reasonable satisfaction of AARP, Supplier shall replace that person with another person of suitable ability and qualifications, which person must be reasonably satisfactory to AARP in the case of any Key Personnel, and Supplier shall be responsible for the reasonable costs attributable to familiarizing such replacement with the Services.

3.5.4 Background Checks Background Checks. Prior to the assignment of any Contractor Personnel to perform Services, Contractor shall, for each such person, conduct a background check consisting at a minimum of:

1. a criminal background check that includes a review of county, state and federal convictions of any kind in each state in which such person has worked or resided during the prior seven (7) years.
2. If, for any such person, the initial criminal background check reveals a conviction involving theft or a breach of trust, then such person may be assigned to perform Services, or be permitted to continue performing Services, only after Contractor obtains AARP's prior written approval for such assignment, which approval may be withheld for any lawful reason.
3. Verification of employment from two most recent employers, including (to the extent available) dates of employment, positions held, and validation of the reasons the employment ended;
4. Verification of such person's education credentials from the highest level of education such person claims to have completed;
5. Confirmation that such person does not appear on the "Specially Designated Nationals List" maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; and
6. Verification of all professional designations or licenses claimed by such person and that are applicable to their position, including validation that such person remains in good standing with the issuing agency or organization.

3.5.5 Mature Market Training. All Supplier Personnel assigned to perform the Services who are to interact on a regular basis with AARP and/or Members shall undergo a training period (unless such Supplier Personnel have previously been so trained) prior to their assignment to familiarize them with the special needs of Members and the manner in which to communicate with older persons. Supplier shall provide AARP with copies of the training Materials on a periodic basis and AARP shall have the right to approve such Materials. All trainers at the Supplier must go through a training certification process before training staff.

3.6 Management of Equipment, Software and Facilities. Throughout the Term, except as expressly set forth herein, Supplier shall procure and maintain, at its own cost (unless the parties mutually agree that AARP will bear any such cost, in which case AARP shall own the same), all Equipment, software and facilities that are reasonably necessary or advisable for the performance of the Services in accordance with the Agreement. If Supplier is required by AARP to use any software or other Materials licensed to AARP or a Third Party, such use must be permitted by and shall be subject to any restrictions in the applicable license, which shall be made available to Supplier. AARP shall be responsible for obtaining any Required Consents in connection with such use, as set forth in Section 4.7 [AARP-Provided Required Consents]. Supplier may be required to execute a confidentiality agreement, sublicense or other appropriate agreement with AARP or such Third Party prior to such use, subject to Supplier's prior review and agreement to such confidentiality agreement, sublicense or other appropriate agreement and provided further, that Supplier shall not be required to pay any charge or fee or incur any other costs related to such confidentiality agreement, sublicense or other appropriate agreement.

3.7 Supplier Records.

3.7.1 General Requirements. Supplier shall maintain complete and accurate records and appropriate supporting documentation pertaining to the Services including: (i) financial books and records, as described in Section 3.7.2 [Financial Books and Records] below; (ii) reports, analyses, data and information created by or for Supplier in the performance of the Services; (iii) Supplier's internal controls relating to the Services (collectively, "Supplier Records"), all in a manner sufficient to permit the audits in accordance with Section 3.9 Audits and Inspections.

3.7.2 Financial Books and Records. Supplier shall prepare and maintain complete and accurate financial records relating to Supplier's charges for Services therefore on a current basis in accordance with generally accepted accounting principles consistently applied. Such records shall only include such information necessary to verify Supplier's charges under the Agreement, including the calculations of such charges.

3.7.3 Records Retention. Supplier shall establish and maintain an information system to provide storage and ready retrieval of the Supplier Records. Except to the extent a specific type of record is expressly required to be retained for a different period of time elsewhere in this Agreement, Supplier shall maintain and provide access upon request to all Supplier Records until the later of: (a) seven (7) years after expiration or termination of this Agreement; (b) all pending matters relating to this Agreement (e.g., disputes) are closed; or (c) the applicable time period required by AARP to the extent such policies have been mutually agreed upon prior to any expiration or termination of this Agreement. From time to time the Parties may agree upon additional record-keeping policies and procedures applicable to Supplier; provided that Supplier shall not be required to keep books and records in accordance with standards inconsistent with Law. All reporting or management information is kept for the length of the contract.

3.8 Reports.

3.8.1 General Requirements. AR reports to be prepared by Supplier pursuant to this Agreement shall be prepared in accordance with the reporting requirements set forth in Exhibit 3.5 [Reports].

3.8.2 Specific Reports. Supplier will provide to AARP the reports specified in Exhibit 3.5 and such other management and operational reports reasonably requested by AARP from time to time as mutually agreed via the Change Control Procedures.

3.9 Audits and Inspection.

3.9.1 AARP reserves the right to perform, either itself or through an authorized representative, certain audits and assessments relating to the Services and obligations under this Agreement and AARP shall bear its own costs to perform such audits. Audits may include an examination of Supplier's internal controls (such as business, security and information technology practices) relevant to this Agreement. AARP agrees that, for purposes of an audit as described herein, any access to Supplier's premises will be at a mutually convenient time and in a manner that minimizes interference with Supplier's business operations. The right to audit (for all audit types combined) shall be during normal business hours, upon reasonable notice to Supplier and, except in the case of a material breach or suspected material breach of the Agreement, conducted no more frequently than once during any calendar year (i.e., AARP may conduct one audit per year, which audit may include, in AARP's discretion, any or all of the audit types listed in Sections 3.9.2-3.9.4). AARP may conduct the audit itself or through a mutually agreeable independent auditor. In the event that a material breach or suspected material breach or applicable regulatory requirement is the cause of the audit, Supplier shall authorize additional hours for the audits and additional access to the extent necessary to accommodate the requirement. Supplier shall also provide reasonable access and assistance to address any specific issues raised in an audit or in the event of a material security breach. Prior to the initiation of any audit of Supplier by AARP, AARP shall consult with Supplier regarding the scope, duration, time period and other parameters of the proposed audit. AARP and its auditors will not be entitled to audit any Proprietary Information of Supplier that is not relevant for the purposes of the audit, including without limitation, information that relates to other Supplier customers. Supplier will cooperate with AARP and its auditors in connection with the audit (including installing and operating audit software in accordance with Supplier's security and risk management policies), will make available on a timely basis the information reasonably required to conduct the audit, and will assist the designated representatives of AARP and its auditors as reasonably requested by such representatives. To the maximum extent possible, audits will be designed and conducted in such manner so as not to unreasonably interfere with the provision of the Services, including by coordinating audits with audits conducted by AARP's Affiliates and, to the extent practical, relying upon information provided to AARP's Affiliates without requiring duplicative efforts by Supplier or Supplier Affiliates. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Proprietary information of AARP and Supplier, as applicable and will be subject to the protections set forth in Article 7 (Intellectual Property; Confidentiality). The auditors and other representatives of AARP will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as Supplier may reasonably request in connection with such audits.

3.9.2 Financial Audits. Subject to the provisions of Section 3.9.1, Supplier will provide to such auditors (internal or external) as AARP may designate in writing, access to the Supplier Records and supporting documentation as may be reasonably requested by AARP to verify the accuracy and completeness of Supplier's invoices and charges. Any such audits will be conducted at AARP's expense. If,

as a result of such audit, it is reasonably determined that Supplier has overcharged AARP, AARP will notify Supplier of the amount of such overcharge and Supplier will promptly pay to AARP the amount of the overcharge. In no event shall AARP dispute any charges pertaining to any period more than one (1) year prior to the date of the audit pursuant to which the charge is discovered. If the audit reveals an overcharge of five percent (5%) or more (with respect to the charges for those Services which are within the scope of the audit), Supplier shall be responsible for all costs associated with the performance of the audit. If the audit reveals an undercharge, AARP will promptly pay to Supplier the amount of the undercharge, provided that AARP will not be obligated to pay any charges that Supplier fails to invoice within one hundred eighty (180) days after the date that Supplier becomes entitled to do so (regardless of whether such undercharge is discovered in connection with an audit or otherwise).

3.9.3 Operational Audits. Subject to the provisions of Section 3.9.1 (General Principles Regarding Audits), Supplier will provide to such auditors (including Third Party auditors and AARP's internal audit staff) as AARP may designate in writing, access to any Supplier facility at which the Services are being performed, to Supplier Personnel, and to Supplier Records for the purpose of examining Supplier's performance of the Services and conformance to the terms of this Agreement: (i) to examine the Systems used in providing the Services, including Systems that process, store, support and transmit Member Data; (ii) to confirm that the Services are being provided in accordance with this Agreement, including the Performance Standards; (iii) to verify the adequacy of the general controls and security practices and procedures of Supplier; to verify the adequacy of Supplier's disaster recovery and back-up procedures; and as necessary to enable AARP to meet, or to confirm that Supplier is meeting, applicable Laws.

3.9.4 Technology / Confidentiality Audits. Subject to the provisions of Section 3.9.1 above, and on not less than thirty days prior written notice, AARP shall have the right to have its designated representative or representatives at Supplier's premises, to observe and monitor the performance of the Services, and ensure that Supplier is meeting its confidentiality and security obligations under this Agreement. The scope of the audit will be limited to review of physical and logical security controls as they relate to the receipt, maintenance, use or retention of information. Such records will be available for inspection or assessment by AARP or its authorized agent at Supplier's business office during normal business hours for the Term of this Agreement. In lieu of the foregoing, the Supplier may share a summary of the results of any external audit report (e.g., SOC2 or PCI) completed within the last twelve (12) months to verify its compliance with standards outlined in this section 3. The scope of such audit report must include all AARP relevant systems to be considered an alternative to AARP conducting its own on-site assessment.

3.9.5 SSAE 18 Audit. Supplier, at its own expense, shall provide a Statement on Standards for Attestation Engagements 18 ("SSAE 18") Report on Controls at a Service Organization (SOC 2 Type 1) that addresses Supplier's internal controls related to Services. The first SSAE 18 audit shall occur in 2019. The SSAE 18 Audit shall be conducted by an external auditor selected by the Supplier with appropriate credentials to perform such audit. Supplier shall conduct SSAE 18 audits [SOC 2 Type 1] periodically thereafter, but no more frequently than every two (2) years. Supplier shall provide a copy of the SOC 2 Type 1 Report within promptly after receipt of the SSAE 18 SOC 2 Type 1 Report from the external auditor. In the event of a qualified report, Supplier agrees to prepare and implement a corrective action plan to correct any deficiencies or resolve any problems identified in the report. If specific audit recommendations are not implemented, the Supplier should implement such alternative steps as are reasonably satisfactory to AARP.

for the purposes of minimizing or eliminating risks identified in any such SOC 2 Type 1 Report. If requested, Supplier shall have its auditor provide a representation letter stating that no other control deficiencies have occurred since the delivery of the SOC 2 Type 1 Report.

3.9.6 Sharing and Review of Audit Results. For purposes of a technology or confidentiality audit conducted by or on behalf of AARP pursuant to this Article, Supplier agrees to remediate High Severity issues within 90 days unless mutually agreed upon timeframe is agreed to between Supplier and AARP. High Severity means: a security vulnerability identified by an independent third party auditor hired by AARP to perform an audit of Supplier and that is classified as "high severity" using the National Institute of Standards and Technology's Common Vulnerability Scoring System. In the event that the parties are unable to agree, either party will have the right to terminate this Agreement upon written notice to the other party without penalty. For all other audits, AARP, in its discretion, may: (a) conduct, or request its external auditors or examiners to conduct, an exit conference with Supplier to obtain factual concurrence with issues identified in the review and (b) provide Supplier a copy of the audit report. Notwithstanding the foregoing, in cases where action by Supplier is required or requested, case AARP shall share a copy of the entire relevant audit report. In such event, Supplier and AARP shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report.

3.10 Compliance with Law.

3.10.1 General. Supplier shall comply in all material respects with all Laws and Industry Requirements applicable to Supplier's performance of the Services in its capacity as a service provider. Supplier's compliance with changes in Law and Industry Requirements will be subject to the Change Control Procedures. If the fees are impacted due to changes in laws (e.g. reporting requirements or tax changes on the price of the Services, and excluding any changes in laws affecting minimum wage), either Party may propose in writing to adjust the fees accordingly. As a result, the Parties must promptly and in good faith negotiate a mutually agreed equitable rate adjustment and financial burdens between the Parties. If the Parties are not able to agree on a mutually acceptable alternative, either Party may terminate this Agreement upon 180 days' prior written notice. Except for Supplier's unrecovered investment, if any, and wind down costs as specified in this Agreement, AARP will not be responsible to pay termination charges on account of such termination.

3.10.2 AARP shall have no obligation or responsibility to issue Compliance Directives with respect to any General Compliance Requirements, but may do so in its discretion. For avoidance of doubt, Supplier is responsible for complying with General Compliance Requirements, which are applicable to Supplier as a service provider, regardless of whether AARP issues any Compliance Directives with respect thereto.

3.10.3 Compliance Directives. AARP shall issue Compliance Directives to Supplier from time to time, to the extent applicable to AARP. In addition, if Supplier determines that the performance of the Services requires an interpretation of any Law or Industry Requirement applicable to AARP, Supplier may request an interpretation from AARP. In such event, AARP shall, as soon as practical, instruct Supplier in

writing with respect to each such interpretative issue so presented. All such instruction responses regarding interpretative issues shall be deemed Compliance Directives. Supplier is authorized to act and rely on, and agrees to implement, Compliance Directives in the performance and delivery of the Services, subject to implementation in accordance with the Change Control Procedures, which shall set forth a mutually agreed upon timeframe for implementation.

3.10.4 Licenses. Supplier shall obtain and maintain all operating licenses, permits and bonds required in connection with Supplier's performance of the Services (collectively, "Business Licenses"). Supplier shall file all reports and pay all fees to obtain and maintain such Business Licenses. Supplier shall immediately notify AARP of the loss of, or changes in, such Business Licenses, or whether any Business License is subject to any suit or proceeding that will or is likely to result in a suspension, revocation, restriction, amendment or nonrenewal of a Business License. AARP may immediately upon written notice suspend the provision of Services by Supplier as appropriate in the event of a loss of or change in any Business License. In the event that the Services are suspended as a result of Supplier's failure to obtain or maintain a Business License, Supplier shall, at its own cost, use Commercially Reasonable Efforts to procure and pay for replacement services that are equal to or better than the Services provided by Supplier, and obtain or, as the case may be, have reinstated, the applicable Business License.

3.10.5 Notice. Within ten (10) Business Days of the receipt by Supplier of notification from: (a) any federal, state, local or other governmental agency with jurisdiction over the licensure or operation of Supplier of noncompliance with any Law relating to the performance by Supplier of the Services, or (b) any entity of noncompliance with any applicable Industry Requirements relating to the performance by Supplier of the Services, In each case that is likely to have a material impact on Supplier's continued ability to perform the Services, Supplier shall provide AARP with a copy of such notification, together with information regarding any corrective action it has taken or plans to take to comply with such Law or Industry Requirement.

3.11 Subcontracting.

3.11.1 Upon request, Supplier agrees to provide AARP with a list of any Third Parties used by Supplier in performing the Services. Under no circumstances will Supplier be permitted to engage Customer Facing Subcontractors without the prior written consent of AARP, which consent may be withheld by AARP in its sole discretion.

3.11.2 Notwithstanding the forgoing, in the event that Supplier subcontracts any work permitted hereunder to a Third Party ("Subcontractor"), Supplier shall be solely responsible for such subcontracted Services; AARP will look solely to Supplier as if the Services were performed by Supplier, and Supplier will require each such Subcontractor to comply with security arrangements and confidentiality provisions at least as stringent as those applicable to this Agreement. Nothing herein shall establish any contractual relationship between AARP and any such Subcontractor or supplier of Supplier, and AARP shall have no obligation to pay or cause the payment of any moneys to any Subcontractor or supplier of Supplier. Any subcontract pertaining to the provision of Services (whether or not approved by AARP) shall not relieve Supplier of its contractual obligations hereunder pertaining to the delivery of such Services. If AARP, in good faith, believes that continued use of an approved Subcontractor is having or is likely to have a negative effect on the AARP brand, good faith doubts exist concerning the Subcontractor's ability to render future performance because of changes in the Subcontractor's ownership, management, financial condition, or otherwise, or there have been material misrepresentations by or concerning the Subcontractor, AARP will

notify Supplier of such concerns and Supplier and AARP will engage in good faith discussions to agree on a mechanism to resolve the issue to AARP's satisfaction, which may include replacement of Subcontractor.

3.12 Taxes. In addition to the amounts charged pursuant to this Agreement, AARP will pay any applicable sales and/or use Taxes that may be lawfully imposed by the government of the United States or any state or political subdivision thereof upon Supplier for the Services provided to AARP pursuant to this Agreement provided Supplier notifies AARP of the imposition of such Taxes within a reasonable period of time such that AARP may lawfully pay the applicable sales and / or use Taxes. AARP will not be liable to Supplier for, and Supplier will hold AARP harmless from Taxes based on gross receipts, revenue, income or the like, import or export Taxes, or franchise or doing business Taxes.

3.13 Insurance. Supplier agrees to provide and to maintain in effect at all times during the Term of this Agreement, at Supplier's sole expense, the following minimum insurance coverage to protect the Parties from any liability which may arise out of or result from the Services provided by or operations of Supplier under this Agreement.

3.13.1 Workers' Compensation, covering all Supplier personnel in accordance with applicable Statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease.

3.13.2 Commercial General Liability insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of any and all Services provided by Supplier under this Agreement with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy shall be endorsed to name AARP, its subsidiaries, directors, officers, employees, agents and Affiliates as Additional Insured.

3.13.3 Professional Liability/Errors and Omissions coverage of not less than \$10,000,000 each claim and annual aggregate. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least three (3) year after the expiration or termination of this Agreement.

3.13.4 Crime Insurance of not less than \$10,000,000 each claim. Such policy must include coverage for loss of money, securities or other property owned by AARP or its Members through any fraudulent or dishonest act committed by any Supplier Personnel or person under Supplier's supervision, whether acting alone or in collusion with others.

3.13.5 Umbrella/Excess Liability with policy limits of not less than \$10,000,000 per occurrence and annual aggregate, as excess over general liability and employer's liability. In addition to including the general policy provisions required below, the terms and conditions of the policy must be at least as broad as the underlying general liability and employers' liability policies required herein.

3.13.6 All insurance policies shall be issued by companies licensed to do business in the states where the Services are delivered or the operations are performed and must be rated "A-" "VII" or better by A.M. Best. Notwithstanding the foregoing, for the coverages

listed in Sections 3.13.3, 3.13.4 and 3.13.5, only up to \$5,000,000 in coverage will be rated "A-" "VII" or better by A.M. Best. The next \$5,000,000 in coverage will be provided by Supplier's captive insurance fund.

Commercial General Liability policy shall include a waiver of subrogation against AARP, its subsidiaries, directors, officers, employees, agents and Affiliates and shall require at least thirty (30) days written notice to AARP prior to cancellation or non-renewal and shall apply as primary to and non-contributory with any other insurance afforded to AARP, its subsidiaries, directors, officers, employees, agents and affiliates. All insurance policies shall include coverage for defense costs and related expenses.

3.13.7 Prior to the commencement of any services under this Agreement and prior to the expiration of any required policy of insurance, Supplier shall cause its insurers or their authorized agent to provide AARP with certificates of insurance evidencing the required coverage.

3.13.8 Supplier shall be liable to AARP for all Losses incurred by AARP as a result of (i) Supplier's failure to carry adequate coverage for its Subcontractors, if any, or (ii) failure to require its Subcontractors, if any, to carry adequate coverage, in each case, of the types and in the amounts customary for businesses of similar size to Subcontractor and in accordance with Industry practice.

3.13.9 Supplier's obligations under this insurance Section shall not in any way limit Supplier's indemnity obligations to AARP as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Supplier in any way. AARP does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect Supplier's interests or liabilities. Supplier is responsible at Supplier's sole expense for providing any additional insurance Supplier deems necessary to protect Supplier's interests.

3.14 Within ninety (90) days after Services first start September 1, 2018, Supplier will develop, test, and maintain, on an ongoing basis, disaster recovery and business continuity plans at site level to maintain both systems and operations to ensure that if provision of any Service is interrupted due to a declared disaster, the Services will be resumed as Commercially Reasonable or within the time period set forth in Supplier's business continuity plan, whichever is shorter. Upon request and not more frequently than once per quarter, AARP may view the business continuity and disaster recovery plans at the Supplier's business office or electronically as reasonably permitted by Supplier. The disaster recovery plan and the business continuity plan will be tested annually, and the results of such testing shall be made available to AARP each year upon request. During the Term, Supplier will notify AARP of any material changes to the plans that could reasonably result in a negative impact on Supplier's ability to continue to provide the Services in the event of a declared disaster. Upon the occurrence of a disaster event (as defined in the business continuity plan), Supplier shall implement the disaster recovery and business continuity plans.

3.15 Member Surveys. At AARP's discretion, Supplier shall cooperate in surveys conducted by or for AARP at no additional cost to Supplier.

3.16 Supplier Software. During the Term, Supplier will obtain AARP's prior written approval before using any new Supplier Software that is material to the delivery of the Services and that integrates with AARP Systems, which approval shall not be unreasonably withheld.

3.17 Maintenance of Concentrix Provided Resources. Except as set forth elsewhere in this Agreement, Supplier shall provide all of the Equipment necessary to provide the Services under this Agreement.

3.18 Facilities. Exhibit 3.1 (Services) will set forth the physical location of the Services to be provided by Supplier and/or to the extent that any portion of the Services are to be performed using an at-home agent model. To the extent that any portion of the Services are to be provided by Supplier in a physical location, then Supplier shall absorb 100% of the costs of any relocation of that portion of the Services to a different facility. If AARP requests Concentrix establish a facility in a particular physical location, associated cost and obligation to establish such facility shall be handled through the Change Order process.

3.19 Supplier Required Consents. Unless otherwise mutually agreed to by the Parties, Supplier shall have responsibility for obtaining and paying all fees and charges for, and expenses incurred in connection with obtaining, any Required Consents necessary to enable AARP to access and use any Materials furnished by Supplier or its Affiliates during the Term to the extent necessary for AARP to utilize the Services (excluding the AARP-provided required consents described in Section 4.7).

3.20 Reliance on Instructions. In performing its obligations under the Agreement, Supplier will be entitled to reasonably rely upon any written instructions, authorizations, approvals or other information provided to Supplier by AARP from time to time, including Compliance Directives, and Supplier shall not be responsible for actions it takes or omissions made solely to the extent of such reliance upon any such written instructions, authorizations, approvals, or Compliance Directives.

3.21 Correction of Information. Supplier will advise AARP of any inaccuracies it becomes aware of in the course of using any information that it receives from AARP or from any other Third Party to perform the Services and the Parties will work together in good faith to correct all such inaccuracies in a timely manner.

3.22 Excused Performance. Supplier's nonperformance of its obligations under Agreement in a timely manner will be excused if and to the extent that: (a) such nonperformance is attributable to the failure of AARP to perform properly (or cause to be performed properly), its responsibilities under the Agreement in a timely manner and (b) Supplier promptly notifies AARP of the problem and uses Commercially Reasonable Efforts to perform notwithstanding AARP's failure to perform.

ARTICLE 4 **RESPONSIBILITIES OF AARP**

4.1 AARP Representatives. AARP may assign one or more AARP Representatives to a Supplier site to act as a liaison with Supplier with respect to service expectations and performance, to assist with training requirements, to monitor Quality Control and to manage the relationship between Supplier and other AARP personnel. Such AARP Representative's access to and use of the site shall be in compliance with Concentrix policies and procedures. Notwithstanding the foregoing, at all times Supplier shall be

responsible for the achievement of Performance Standards, Quality Control, training, and outcomes as set forth in this Agreement. All communications, requirements and instructions given in writing to the AARP Representative shall have the same effect as if given to AARP hereunder, except where expressly indicated otherwise herein. The AARP Representative(s) shall have full authority to act on behalf of AARP under this Agreement, except that such representative(s) shall have no authority to amend this Agreement solely by virtue of such appointment. AARP shall notify Supplier regarding its appointments of any AARP Representatives. AARP may, at any time, change the AARP Representatives, so long as AARP provides notice to Supplier of such changes.

4.2 Oversight. AARP will monitor whether the Services satisfy the needs of Members, and support the social welfare mission of AARP, all in accordance with the Quality Control Standards.

4.3 Program Training and Information. AARP shall provide Supplier general Materials regarding AARP and Materials regarding AARP's programs, products and services for training and general information purposes. AARP shall also participate in the initial Program training and, to the extent necessary, as reasonably determined by Supplier and AARP, in train-the-trainer and other training sessions. AARP shall provide updated Materials from time to time during the Term to reflect changes in that are relevant to Supplier's provision of the Services.

4.4 Timely Review and Approval. AARP shall review and provide timely written approval of Materials used by Supplier in the execution of Services for AARP, including training Materials, scripts, procedures and talking points.

4.5 AARP Program Support. AARP shall provide supporting data to Supplier in a mutually agreed upon format to facilitate Member interaction across supported channels. AARP shall make available to Supplier administrative and technical support personnel who are knowledgeable regarding AARP's operations and administrative procedures. Such administrative and technical support personnel shall be available to Supplier to assist Supplier Personnel in accurately representing AARP's programs and shall have the appropriate knowledge to resolve issues. The Parties will mutually agree upon an appropriate escalation process for Member issues and complaints that are to be handled by AARP's personnel. AARP shall notify Supplier of any processing issues (e.g., delays in processing or fulfilling Membership ID cards) that have the potential to impact Members, and shall notify Supplier when such issues are resolved.

4.6 Forecasting and Staffing Procedure.

4.6.1 Provision by AARP of Forecasts. AARP will provide Supplier with preliminary and updated Forecasts on a rolling ninety (90)-day basis, and with Final Forecasts at least forty-five (45) days in advance. In the event that AARP is unable to provide a Final Forecast within forty-five (45) days, then the most recent Forecast provided by AARP will be deemed to be the Final Forecast for the period of time at issue.

4.6.2 Staffing. Prior to the Live Date, the Parties will mutually agree upon an initial staffing schedule for the number of FTEs and support staff to be hired to provide the Services. After the initial ramp-up of such staff and continuing throughout the Term of the Services, the Parties will use the forecasting process, including the Final Forecasts, to adjust the initial staffing up or down, in accordance with the expected volume of Contacts, and subject to such other terms and conditions as are set forth in this Agreement, including, but not limited to, staffing adjustments to be made in

accordance with Exhibit 3.3 [Balanced Scorecard]. Based upon AARP's Final Forecasts, Supplier will develop and provide to AARP for its final approval, staffing models for the periods at issue. The Parties will at all times work in good faith to create staffing models that rationally address the staffing requirements of the Forecasts so as to comply with the Performance Standards and other business requirements applicable to the Services as set forth in this Agreement and the Contract Documents.

4.7 AARP-Provided Required Consents. AARP shall have responsibility for obtaining, and paying all fees and charges for, and expenses incurred in connection with obtaining, any Required Consents necessary to enable Supplier and its Affiliates to use any Materials licensed to AARP by a Third Party. Supplier may be required to execute a confidentiality agreement, sublicense or other appropriate agreement with AARP or such Third Party prior to such use, subject to Supplier's prior review and agreement to such confidentiality agreement, sublicense or other appropriate agreement and provided further, that Supplier shall not be required to pay any charge or fee or incur any other costs related to such confidentiality agreement, sublicense or other appropriate agreement.

4.8 Compliance. AARP shall comply in all material respects with all Laws applicable to the receipt by it of the Services and the performance of its obligations hereunder. AARP further agrees that any Compliance Directives issued by it will comply in all material respects with all applicable Laws.

4.9 AARP-Provided Resources. AARP shall provide Supplier with the Equipment and other resources listed in Exhibit 3.1 to enable Supplier to provide the Services ("AARP-Provided Resources"). AARP owns or has the right to use and sublicense the AARP-Provided Resources and hereby provides Supplier with access to and use of such AARP-Provided Resources to enable delivery of the Services.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Supplier. Supplier hereby represents and warrants to AARP as follows:

5.1.1 Organization and Standing. Supplier is duly organized and validly existing under the applicable Laws of the state of its organization or incorporation and, if relevant under such applicable Laws, in good standing and has the authority and power to carry on its business as it is now being conducted.

5.1.2 Authorization and Binding Obligations. Supplier has the corporate or other legal capacity, authority and power, as applicable, to execute, deliver, and perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery, and performance and has executed and delivered this Agreement. Assuming due execution, delivery and performance by the other Parties, the Party's obligations under this Agreement constitute its legal, valid, and binding obligations, enforceable against it in accordance with the terms of this Agreement.

5.1.3 Consents and Approvals. No consent, approval, authorization, order of, notice to or registration with, any governmental authority is required for Supplier's execution and delivery of this

Agreement or for the performance of its obligations under this Agreement, except where the failure to obtain such consent, approval, authorization, order, or provide such notice or registration, would not have, or would not be reasonably expected to have, a material adverse effect on Supplier's ability to perform its obligations under this Agreement.

5.1.4 Actions Pending. To Supplier's knowledge, there is no action, suit, investigation or proceeding pursuant to applicable Laws or in equity, before any governmental authority or arbitrator, pending or threatened against the Supplier, that is likely to affect the legality, validity or enforceability against the Supplier of this Agreement or the Supplier's ability to perform its obligations under this Agreement.

5.1.5 No Conflict or Violation. Suppliers execution, delivery and performance of this Agreement does not (i) violate any provision of Suppliers articles of incorporation, bylaws or other charter or organizational document, (ii) to the knowledge of Supplier, violate, conflict with or result in the breach of any of the terms of, result in any modification of, accelerate or permit the acceleration of the performance required by, otherwise give any other contracting party the right to terminate, or constitute (with notice or lapse of time, or both) a default under, any contract or other agreement to which Supplier is party or by or to which it or any of its Affiliates, assets or properties may be bound or subject, (iii) to the knowledge of Supplier, violate any license, permit, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental authority binding upon Supplier, or upon the assets, operations or business of Supplier, and (iv) to the knowledge of Supplier, violate any applicable Laws that relates to this Agreement or the transactions contemplated by this Agreement or impair the ability of Supplier to perform its obligations under this Agreement, except, in the case of (ii), (iii) and (iv) above, where such event would not have, or would not be reasonably expected to have, a material adverse effect on Supplier's ability to perform its obligations under this Agreement.

5.1.6 Financial Condition. Supplier is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs.

5.1.7 Supplier Personnel and Subcontractors will be fully trained, equipped and competent to perform all of the Services contemplated under this Agreement; will perform their duties in a safe and courteous manner; will observe standards of discipline satisfactory to AARP, including observance of all applicable rules at all times while on the location where they will perform the Services; and will work harmoniously with AARP personnel. All trainers will successfully complete a Facilitation for Learning course, as selected and/or approved by AARP, that supports active learning and AARP-provided training content.

5.1.8 All Services will be performed in a professional and workmanlike manner and in accordance with the reasonable standards of professional and ethical competence and integrity in the customer care industry, having due regard for the nature and purposes of AARP as a highly visible not-for-profit association representing the diverse interests of persons over the age of fifty (50) years. All Services will be performed with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with the provision of such Services would use.

5.1.9 All Developed Materials and the performance of any Services by Supplier directly or indirectly (through Supplier Personnel and/or Subcontractors), shall not infringe upon or violate the rights of any third party, and, subject to this Agreement and except as may be otherwise described in writing, AARP shall receive free and clear title to, with no restriction on its use of, all, Developed Materials developed in connection with this Agreement.

5.1.10 Subject to Section 7 and any other restrictions in this Agreement, AARP shall have the right to use for its own purposes, any ideas, methods, processes, techniques, materials and information provided to or otherwise obtained or learned by AARP as a result of this Agreement, without restriction, liability or obligation, except as may be specified herein.

5.1.11 At the time of acceptance, each Developed Material shall conform to its specifications and AARP's requirements, and for one hundred eighty (180) days following AARP's acceptance, Supplier shall correct and repair, at no cost to AARP, any defect, malfunction or non-conformity that prevents such Developed Material from conforming and performing as warranted.

5.1.12 Supplier shall use commercially reasonable efforts to ensure the accuracy, completeness and timeliness of the Services and Developed Materials furnished hereunder and shall be compiled, arranged and distributed as necessary, and to the extent applicable, shall use commercially reasonable efforts to ensure no viruses or similar items ("Bugs") are coded, introduced, incorporated, or bundled in the delivery of, and/or compromises any deliverable furnished hereto, and shall expeditiously incorporate all updates, patches, bug-fixes and required modifications to ensure the Deliverables or Services are not affected by any such Bugs at all times.

5.1.13 Supplier has in place and shall maintain throughout the Term the appropriate technical and security measures to prevent any unauthorized destruction, loss, alteration, disclosure or access to the Member Data or any other Proprietary Information of AARP being stored on Supplier's systems.

5.1.14 Supplier shall not insert any software or other technology that would have the effect of disabling or otherwise shutting down all or any portion of the Services or voids the technology support contract with a third party; that it, Supplier's Personnel, Subcontractors and Affiliates are in compliance with, and shall continue to comply with applicable anti-terrorist laws, regulations, and measures including the Denied Persons List published by the Bureau of Industry and Security of the U.S. Department of Commerce, or any successor governing body, the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (SDN), published by the Department of Treasury or any successor governing body; and the USA Patriot Act of 2001.

5.1.15 Supplier has not and shall not engage in the bribery of public officials in connection with this Agreement; and shall maintain and enforce a policy that prohibits the bribery of public officials. The term "bribery of public officials" refers to practices prohibited by the Foreign Corrupt Practices Act of 1977 (and as amended) (see 15 U.S.C. §§ 78dd-2, and 78dd-3).

5.1.16 Supplier has not and shall not discriminate or permit discrimination against any person or group of persons on the basis of age, disability, sex, race, color, religion, national origin, or any other protected classification, or in any other manner prohibited by Law. Supplier shall comply with all applicable Laws pertaining to nondiscrimination in employment and facilities.

5.2 Representations and Warranties of AARP. AARP represents and warrants to Supplier as follows:

5.2.1 Organization and Standing. AARP is duly organized and validly existing under the applicable Laws of the state of its organization or incorporation and, if relevant under such applicable Laws, in good standing and has the authority and power to carry on its business as it is now being conducted.

5.2.2 Authorization and Binding Obligations. AARP has the corporate or other legal capacity, authority and power, as applicable, to execute, deliver, and perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery, and performance and has executed and delivered this Agreement. Assuming due execution, delivery and performance by the other Parties, AARP's obligations under this Agreement constitute its legal, valid, and binding obligations, enforceable against it in accordance with the terms of this Agreement.

5.2.3 Consents and Approvals. No consent, approval, authorization, order of, notice to or registration with, any governmental authority is required for AARP's execution and delivery of this Agreement or for the performance of its obligations under this Agreement, except where the failure to obtain such consent, approval, authorization, order, or provide such notice or registration, would not have, or would not be reasonably expected to have, a material adverse effect on AARP's ability to perform its obligations under this Agreement.

5.2.4 Actions Pending. To AARP's knowledge, there is no action, suit, investigation or proceeding pursuant to applicable Laws or in equity, before any governmental authority or arbitrator, pending or threatened against AARP, that is likely to affect the legality, validity or enforceability against AARP of this Agreement or AARP's ability to perform its obligations under this Agreement.

5.2.5 No Conflict or Violation. AARP's execution, delivery and performance of this Agreement does not (i) violate any provision of AARP's articles of incorporation, bylaws or other charter or organizational document, (ii) to the knowledge of AARP, violate, conflict with or result in the breach of any of the terms of, result in any modification of, accelerate or permit the acceleration of the performance required by, otherwise give any other contracting party the right to terminate, or constitute (with notice or lapse of time, or both) a default under, any contract or other agreement to which AARP is party or by or to which it or any of its Affiliates, assets or properties may be bound or subject, (iii) to the knowledge of AARP, violate any license, permit, order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental authority binding upon AARP, or upon the assets, operations or business of AARP, and (iv) to the knowledge of AARP, violate any applicable Laws that relates to this Agreement or the transactions contemplated by this Agreement or impair the ability of AARP to perform its obligations under this Agreement, except, in the case of (ii), (iii) and (iv) above, where such event would not have, or would not be reasonably expected to have, a material adverse effect on AARP's ability to perform its obligations under this Agreement.

5.2.6 Financial Condition. AARP is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs.

5.3 Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT AND IN THE CONTRACT DOCUMENTS, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6

COMPENSATION

6.1 Compensation Generally. Supplier shall be entitled to receive compensation from AARP as provided in Exhibit 3.6[Compensation] for performance of the Services in accordance with this Agreement.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

7.1 Ownership of Proprietary Information. The Proprietary information of each Party will remain the property of the applicable Party. Nothing contained in this Agreement will be construed as granting to or conferring on AARP or Supplier, expressly or by implication, any rights or license to the Proprietary information of the other. Any such obligation or grant will only be as provided by other provisions of this Agreement.

7.2 AARP Materials. As between AARP and Supplier, the entire right, title and interest in all Intellectual Property Rights in and to AARP Materials shall be owned exclusively, including for the purposes of copyright, by AARP. AARP hereby grants to the Supplier Parties a non-exclusive, non-assignable, non-transferable royalty-free license during the Term to use, display, copy and make derivative works of the AARP Materials solely for the purpose of providing the Services to AARP. AARP Materials shall not be used by a Supplier Party for any other purpose.

7.3 AARP Marks. AARP grants to the Supplier a non-exclusive, non-assignable, non-transferable royalty-free right and license during the Term to use, reproduce, publicly display, distribute and transmit, whether in paper, electronic or other format, the AARP Marks solely in the course of fulfilling Supplier's obligations under this Agreement. The Parties acknowledge that many of the Materials to be used in connection with the Services will contain AARP Marks that are the Intellectual Property of AARP and either have been, or will be, duly identified to Supplier by AARP for its use. Supplier agrees that it does not have, and by reason of this Agreement will not acquire, any property right or rights to use the AARP Marks without AARP's prior written consent, except as contemplated by this Section. Supplier agrees that use of the AARP Marks, in any Materials, including advertising, recruiting, marketing, policies, stationery, promotional Materials or anything of similar nature or in any electronic form, shall require the prior written approval of AARP. AARP and Supplier shall jointly establish a process to pre-approve standard Materials and to provide for timely responses for review and approval of such use. Supplier shall not use the AARP Marks in furtherance of its own business pursuits. Supplier, at AARP's expense, will reasonably cooperate with AARP in protecting, defending and registering the AARP Marks.

7.4 AARP Intellectual Property. AARP hereby grants to Supplier a non-exclusive, revocable, non-assignable, non-transferable royalty-free right during the Term to use, reproduce, publicly display, distribute and transmit, whether in paper, electronic or other format, the AARP Intellectual Property solely in the course of fulfilling its obligations under this Agreement. The Parties acknowledge that many of the materials to be used in connection with the Services will contain AARP Intellectual Property that either has been, or will be, duly registered or identified to Supplier by AARP for use. Supplier agrees that it does not

have, and by reason of this Agreement will not acquire, any property right or rights to use any AARP intellectual Property without AARP's prior written consent. Supplier agrees that its use of the AARP intellectual Property in any materials, including advertising, marketing, policies, stationery, promotional materials or anything of similar nature or in any electronic form, must have the prior approval of AARP. AARP and Supplier shall jointly establish and document in the Procedures Manual a process to pre-approve standard materials and to provide for timely responses for review and approval of such use. Supplier agrees to comply with all Quality Control Standards regarding use of the AARP intellectual Property provided to Supplier in writing. Supplier shall not use the AARP intellectual Property in furtherance of its own business pursuits. Supplier, at AARP's expense, will reasonably cooperate with AARP in protecting, defending and registering the AARP intellectual Property.

7.5 Supplier Materials. Except as set forth in Section 7.7 (Developed Materials), As between AARP and Supplier, the entire right, title and interest in all Intellectual Property Rights in and to Supplier Materials shall be owned exclusively by Supplier.

7.6 Supplier Marks. To the extent that Supplier provides to AARP the use of any of its trade names, trademarks, service marks, symbols and other proprietary marks ("Supplier Marks"), Supplier grants to AARP the limited and revocable right to utilize the Supplier Marks only for authorized purposes, only to the extent authorized, and only in the authorized manner specified by Supplier.

7.7 Developed Materials. If the development of any Materials used in providing the Services is developed for and delivered to AARP as part of the Services and specifically outlined in a Change Order or Agreement, then such Materials will be deemed to constitute Developed Materials. As between AARP and Supplier, the entire right, title and interest in all copyright in and to Developed Materials shall be owned exclusively by AARP. Supplier shall obtain prior written approval of AARP prior to incorporating any Supplier Materials into any Developed Materials. To the extent any Supplier Materials are incorporated into any Developed Materials, AARP shall receive a perpetual, non-exclusive, irrevocable, royalty-free license to use such Supplier Materials, as incorporated, in connection with its use of such Developed Materials. Unless otherwise agreed in writing by AARP, Supplier shall secure assignments of ownership rights from its Third Party contractors to all Developed Materials, as described herein, that are jointly developed by any Supplier Party with such contractors. Further, no Supplier Party shall incorporate any Materials owned by a Third Party into any Developed Material without obtaining the prior written approval of AARP, which approval must describe the license rights that AARP will have to such Third Party owned Materials.

7.8 SECURITY AND CONFIDENTIALITY

7.8.1 Confidential Information Defined. All information, whether written, verbal or electronic, concerning the affairs and operations of a Party, their respective subsidiaries and affiliates, and their respective contractors and agents, including, without limitation, operational plans, financial data, contractual information, and personal information relating to AARP members, donors, volunteers, subscribers, contractors, and employees (including but not limited to names, addresses, phone numbers, e-mail addresses, and all other information associated with such an identified or identifiable individual) ("Personal Data"), shall be considered Confidential information under this Agreement. Each Party shall presume that all other information provided to or observed by the other is Confidential information unless informed by a Party to the contrary. Confidential information shall not include information that a Party can demonstrate: (a) was already known to at the time of disclosure; (b) information in the public domain or available to the public; (c) was made

available to by third parties (other than AARP members or Supplier) without any non-disclosure obligation; or (d) was independently developed.

7.8.2 Use of Confidential Information; Non-Disclosure. Each Party agrees that it shall use Confidential information solely for the purpose of providing and receiving the Services (as defined in the (Master Services Agreement or other agreement]) and solely as expressly permitted under this Agreement. Neither Party may not disclose, transfer, sell, rent, copy, or allow third-party access to Confidential information, or use Confidential information for its own benefit or the benefit of third parties. Each Party agrees that the other will be permitted to disclose relevant aspects of the work to its employees to the extent necessary to perform/receive the Services and to the extent such employees are bound to maintain the security and confidentiality of the Confidential information. Notwithstanding the foregoing, a Party may disclose Confidential information to the extent compelled by any court, regulatory order or other service of legal process, in which case such Party, unless prohibited by law, will provide the other prompt prior notice of any such order or process sufficient to allow it to contest such order, and each Party shall cooperate with the other in responding to such order.

7.8.3 Security Controls. Supplier shall maintain a written information security program with respect to Confidential information that contains appropriate administrative, technical, and physical safeguards designed, at a minimum, to: (i) ensure the security and confidentiality of Confidential information; (ii) protect against reasonably anticipated threats or hazards to the security or integrity of Confidential information; and (iii) protect against unauthorized access to or use of Confidential information. All of the foregoing shall be consistent with and be no less rigorous than those safeguards and procedures required by applicable laws and regulations. Supplier shall protect and maintain the security and confidentiality of the Confidential information using at least the same level of care (but no less than reasonable care) that Supplier uses to protect and maintain the security and confidentiality of its own confidential information. To the extent that Supplier has access to Personal Data or other Confidential information that AARP deems to be particularly sensitive, Supplier shall, at a minimum, adhere to an industry accepted security standard such as ISO 27001 standards, the NIST Cybersecurity Framework, or to such other standards upon which the Parties may mutually agree. If Supplier processes, transmits, or stores AARP payment card data, Supplier shall also adhere to and comply with the current Payment Card Industry Data Security Standards ("PCI DSS"). In the event that AARP is unable to confirm to its reasonable satisfaction Supplier's compliance with such requirements, then AARP shall be entitled, upon notice to Supplier, to terminate any AARP agreement with Supplier without penalty.

Supplier is responsible for ensuring that Supplier systems are adequately secured against unauthorized intrusion to the point that such systems connect to AARP's System. Supplier will not be responsible for any damages or losses to the extent arising from AARP's failure to implement and maintain commercially reasonable data security measures in AARP Systems under its control or supervision. For purposes of this Section, "AARP Systems" means its systems, networks, servers, LANs, applications, databases, knowledge bases, training materials, product information, queues, etc. necessary for Supplier to provide the Services, along with any updates or revisions thereto.

- 1. Third-Party Contractors.** Supplier shall not disclose any Confidential information to any subcontractors, vendors, advisors, or agents ("Third-Party Contractors") without the execution by such Third-Party Contractor of an agreement imposing upon the Third-Party

Contractor the same or substantially similar security and confidentiality obligations imposed upon Supplier under this Agreement. Further, Supplier shall be responsible for monitoring Third-Party Contractors' compliance with these obligations, including retaining records or reports related to this monitoring activity that identify monitoring procedures performed and associated conclusions or findings. These records or reports shall be provided to AARP when requested. From time to time, AARP shall have the right to require Supplier to provide AARP with written confirmation of Supplier's compliance with this provision including without limitation, the names of such Third-Party Contractors.

2. **Notice of Incidents.** Supplier shall maintain a written data compromise incident response plan that contains, at a minimum, the following: (i) roles, responsibilities, and communication strategies in the event of a compromise, and (ii) specific incident response procedures. Supplier shall notify AARP as soon as practicable, but no later than forty-eight (48) hours following discovery, if Confidential Information was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. Supplier agrees to make available sufficient resources and data for AARP to determine the full impact and root cause of the incident, and to cooperate with AARP in the execution of AARP's security incident response plans, including, at AARP's request, cooperation with any law enforcement or regulatory officials, credit reporting companies, credit card associations, or others investigating such incident. Supplier shall also notify AARP as soon as practicable, but no later than five (5) business days, of any breach or failure of security systems that could adversely affect Supplier's ability to protect Confidential Information.

3. **Assessments.** Supplier will maintain accurate and detailed records of its performance of its obligations under this Agreement and each Attachment.

- 3.1. AARP reserves the right to perform, either itself or through an authorized representative, security posture assessments relating to the Services and obligations under this Agreement ("Assessments"). Assessments may include on-site or remote examinations of Supplier's and/or Third-Party Contractor's internal controls (such as business, security, and information technology practices) relevant to this Agreement. Without limiting Supplier's obligations with respect to Confidential Information, AARP shall have the right to have its designated representative or representatives at Supplier's and/or Third-Party Contractors' premises, to observe and monitor the performance of the Services, and ensure that adequate security controls are in place. AARP agrees that any access to Supplier's and/or Third-Party Contractors' premises will be at a mutually convenient time and in a manner that minimizes interference with Supplier's business operations. Supplier will make all directly pertinent non proprietary records available for inspection or assessment by AARP or its authorized agent at Supplier's business office during normal business hours for the Term of this Agreement and up to one (1) year after the termination of this Agreement and each Attachment.. Unless AARP reasonably believes that a breach of confidentiality may have occurred, AARP shall not conduct more than one (1) Assessment per calendar year and will provide at least fifteen (15) days advance notice of Assessment. In addition to the foregoing, the Supplier shall share results of any external audit report (e.g., SOC2 or PCI) completed within the last twelve (12) months to verify its compliance with standards outlined in section 3 above. The scope of such audit

report must include all AARP relevant systems to be considered an alternative to AARP conducting its own on-site Assessment.

3.2. Supplier agrees to remediate any issues identified as a result of an Assessment within 90 days unless mutually agreed upon between Supplier and AARP. In the event that the parties are unable to agree, either party will have the right to terminate any AARP Agreement upon written notice to the other party without penalty.

4. **Destruction of Confidential Information.** Upon termination of this Agreement, or at any other time during the term of the Agreement if requested by AARP, within ten (10) days, Supplier shall, at AARP's option, return to AARP or certify destruction of any and all Confidential Information (and any and all copies, tapes and duplications thereof), then in its or its Third-Party Contractors' possession, and shall maintain no such information in its or its subcontractors' possession provided that Supplier may retain reasonable copies of such materials for archival purposes, subject to Supplier's security and confidentiality obligations in this Agreement. AARP shall maintain rights to verify the compliance with this Section as reasonably requested.

5. **Privacy and Security Laws and Policies.** Supplier recognizes AARP's commitment to member, employee, and volunteer privacy and data security and acknowledges that AARP expects Supplier to fulfill its obligations hereunder in a manner consistent with that commitment. To meet that expectation, Supplier agrees to comply, and to cause Supplier's personnel to comply, with (a) current and future federal and state laws, regulations, legislation and industry self-regulation concerning data privacy and data security, to the full extent applicable to AARP and/or Supplier, and (b) to the extent applicable to Supplier's performance under this agreement, with AARP's Privacy Policy posted at AARP.org.

6. **Remedies for Confidentiality Breach.** Each Party agrees that its breach of the terms in this Section 7.8 may cause irreparable damage to AARP, and its subsidiaries and affiliates. In the event of any breach or imminent breach of this Article, Supplier agrees that, in addition to other remedies available under law (which in the case of disclosure of Personal Data may include, but not be limited to, lost value and recovery of costs associated with mitigating and responding to such a disclosure, in each case subject to Section 12.9.1), AARP shall be authorized and entitled to seek preliminary or permanent injunctive relief from any court of competent jurisdiction (without being required to post bond or other security) to prevent, restrain, compel an act, or limit the effects of, as applicable or appropriate, such breach or imminent breach.

7. **Cyber Liability Insurance.** Unless a greater amount of insurance is required by a separate written agreement between the Parties, Supplier and Supplier's subcontractors shall at all times during the term of this Agreement, purchase and maintain, at their expense, Cyber Liability Insurance covering claims for technology errors & omissions; security & liability, privacy regulatory claims; security breach response; and cyber extortion with minimum limits of at least Two Million Dollars (\$2,000,000) for each occurrence with a General Aggregate limit of at least Two Million Dollars (\$2,000,000).

7.8.4 General Controls. Subject to Federal, State and local laws, all users that are employed or contracted by Supplier are screened including criminal background checks, as set forth in Section 3.5.4, and training prior to granting access to AARP relevant systems. Upon termination from Supplier, employees and contractors return Supplier assets and Supplier terminates their logical and physical access to information systems. AARP will receive a list of all terminated employees with access to AARP Systems on a weekly basis. Business and IT users are educated and trained regarding information security policies and procedures including specifics on the importance of securing credit cardholder data. These policies include an enterprise policy regarding the use of cellular phones on the contact center floor.

7.8.5 Physical Controls. Physical access to Supplier buildings/sites must be restricted to appropriate personnel. This includes logging and physically escorting visitors. AARP is permitted in the contact centers for security reviews. Access to data centers will only be permitted as part of AARP's audit pursuant to Section 3.9.4 of the Agreement. Physical access to data centers, including server rooms and wiring closets must be restricted to appropriate personnel to prevent unauthorized access to AARP data. This includes systems that store, process, and transmit AARP data. Environmental controls must be in place to protect the assets in the data center. Supplier has appropriate physical and monitoring controls in place to protect AARP relevant systems and reviews them on a periodic basis. Supplier will provide AARP with a secure, card-access-entry-only area within the contact center and two (2) monitors.

In the event of destruction of initial site requiring work from home, Agent@home solutions will require demonstrating ability to secure the workstation. Except for agent@home, all agent work areas are required to be in a paperless environment and. Cell phones are not permitted on the call center floor. Supplier will maintain remotely monitored central alarms over its covering the Supplier location(s) (which do not include Agent@home locations) where Services are provided and monitor them 24 hours per day. The monitoring shall be accomplished through a central station constantly in touch with an around-the-clock security force. Video cameras shall constantly monitor the key areas, entry, exit, and all points of AARP dedicated space of Supplier facilities where the Services are performed. These areas shall be monitored on an ongoing basis in addition to the video recordings being retained for at least 14 days. Supplier shall maintain a security force to prevent non-authorized admittance to the facilities. Such security forces must be on duty thirty (30) minutes prior to the start of any contact center staff hours and at least thirty minutes after the conclusion of the final staff shift. The buildings where the services are performed shall be equipped with security-access controlled, badge-activated locks at various locations to further control access.

7.8.6 Logical Controls. Contact center workstations have a standard secure build which limits user rights to print AARP confidential information or save files on removal media. The workstation is fully encrypted. Password policy requirements for AARP relevant systems need to meet or exceed the following criteria: Minimum numbers of characters (6), Password change frequency/expiration (90 days), Password history (8 previous passwords), Password complexity requirements (alpha + numeric + symbol), Lockout Requirements (5 failed attempts), and inactive account standards. Each user that accesses AARP relevant systems requires a unique account and password. Generic ID's are only permitted in the training environment. Users of AARP relevant systems notified at logon that the systems are private and unauthorized access is not permitted. Periodic reviews of user access rights on Supplier Systems to be performed. This review to include reviewing of privileged user access. Anti-virus product implemented on all AARP relevant workstations and Windows servers with automatic updating and virus scans. Monitoring controls must be in place to monitor access to AARP relevant systems.

7.8.7 Member Data. All Member Data and any other information included in the Program Databases, is and at all times shall, as between AARP and Supplier, remain the exclusive property of AARP. At any time upon request by AARP, Supplier shall return to AARP or destroy pursuant to Section 7.9.16, all Member Data and such other information included in the Program Databases.

7.8.8 Member Communications. As between AARP and Supplier, all communications to Members pertaining to the Programs, including without limitation, scripts, solicitation Materials and other written Materials mailed to any Members in connection with the Services, shall be the exclusive property of AARP. As between AARP and Supplier, AARP shall have the sole right to copyright all or any of such pieces as it considers appropriate to the fullest extent permitted by law. Supplier acknowledges that it has no proprietary or ownership rights in any of such Materials except to the extent that AARP shall authorize Supplier to use them in connection with providing the Services. All Member Communications shall be submitted by Supplier, as applicable, to AARP for AARP's comments and approval in advance of dissemination, which approval shall not be unreasonably withheld with respect to any Member Communication required by Law.

ARTICLE 8

RELATIONSHIP GOVERNANCE

8.1 Change Control. The Change Control Procedures that provide for the execution of Change Order to make Changes to the Agreement are set forth in Exhibit 3.7 (Change Control). Without limiting the generality of the foregoing, Changes to the scope or manner of performance of the Services that are subject to the Change Control Procedures may arise from changes in Laws, Industry Requirements, or Compliance Directives. Subject to the provisions set forth below concerning adjustments to compensation and Performance Standards and subject to agreement (not to be unreasonably withheld by Supplier) as to the timing desired by AARP of the implementation of such Changes, Supplier agrees to make Changes requested by AARP to the scope or manner of performance of the Services, provided that such Changes are technically feasible, reasonably related to the provision of contact center services for the Program and give due consideration to avoiding adverse impacts to other agreements with Affiliates of AARP and Third Parties.

8.2 Effect of Changes on Compensation. A Change shall not result in an adjustment to the compensation payable to Supplier under this Agreement unless such Change, either individually or in combination with all prior Changes for which an adjustment to compensation was not made, will increase or decrease Supplier's total cost of service delivery for the Services. Any adjustment to compensation as a result of a Change will be equitable and made in a reasonably efficient manner consistent with the Contract Documents.

8.3 Effect of Changes on Performance Standards. Supplier may condition implementation of a Change on making an equitable adjustment to Performance Standards if and to the extent that Supplier can reasonably demonstrate that such Change, individually or in combination with prior Changes, will have an adverse effect on Supplier's ability to meet

such Performance Standards notwithstanding any commercially reasonable staffing or other adjustments that Supplier can make (and for which AARP agrees to an adjustment to compensation consistent with Section 8.2. [Effect of Changes on Compensation.

8.4 Account Governance. The Parties' relationship and the performance and receipt of the Services hereunder will be governed as follows:

8.4.1 Daily, Weekly and Monthly Operational Meetings. Daily meetings will be held to review the previous days performance and any daily and future plan changes or new emerging issues. Throughout the Term, Supplier and AARP shall convene for weekly and monthly meetings to review Supplier's performance under this Agreement. The Supplier Representative and AARP Representative and such additional appropriate personnel of each Party shall attend the weekly and monthly operational meetings, which shall take place at mutually agreeable locations and times, or if mutually agreed, by telephone conference call or video conference. The attendees shall address, at a minimum: Performance Standards and other operational issues as identified in the most recent Reports ("**Weekly Performance Reports**" and "**Monthly Performance Reports**"), issues for escalation to the Quarterly Leadership Meetings (as defined in Section 8.4.2 immediately below), delinquent actions of either Party, Program status, Forecasts, and upcoming audits or compliance reviews.

8.4.2 Quarterly Leadership Meetings. Throughout the Term, Supplier and AARP shall also convene quarterly leadership oversight meetings ("**Quarterly Leadership Meetings**"). All such meetings shall take place at mutually agreeable locations and times, or if mutually agreed, by telephone conference call or video conference. These meetings shall be attended by the Supplier Representative and AARP Representatives (or their designees), as well as senior leadership from Supplier and AARP with appropriate levels of expertise regarding the Services. The attendees of the Quarterly Leadership Meetings shall: (a) review periodic reports and trends from the Supplier Representative and AARP Representative and Monthly Performance Reports; (b) advise with respect to strategic and tactical decisions regarding the establishment, budgeting and implementation of AARP's priorities and plans for the Services; (c) review Supplier's overall performance under this Agreement; (d) review long-term planning with respect to matters related to this Agreement; and (e) consider such other issues or matters related to the Services or this Agreement as either Party may from time to time desire.

8.4.3 Meeting Agenda. For each meeting described in this Section 8.3, the Supplier Representative and AARP Representative shall agree to distribute an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting. The Supplier Representative and AARP Representative shall also prepare, circulate and maintain meeting minutes for the meetings described in this Section.

ARTICLE 9

TERM AND TERMINATION

9.1 Term. Subject to the termination provisions of this Article, the initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three years ("**Initial Term**"). This Agreement may be renewed for up to two additional one year terms (each a "**Renewal Term**") upon mutual agreement of the parties, such agreement to extend to be arrived at least 180 day prior to

termination. Supplier agrees to notify AARP at least 180 days prior to the end of the then current Term if it intends to increase pricing in any Renewal Term by an amount that exceeds the increase permitted by Exhibit 3.6. The Initial Term, any Renewal Terms, plus any Termination Assistance Period (as defined in Section 9.4) [Termination Assistance], shall be deemed to be the "Term."

9.2 Termination by AARP. AARP may terminate this Agreement by providing written notice to Supplier of such termination under any of the following circumstances:

9.2.1 Supplier is in material breach of this Agreement and after AARP provides written notice to Supplier of such material breach and demand for cure, Supplier fails to cure the breach within thirty (30) days of receipt of such notice.

9.2.2 Supplier or its parent corporation: (a) becomes insolvent or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization; (d) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally; or (e) shall apply for, consent to, or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, and any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

9.2.3 The willful misconduct by Supplier and/or any of its Affiliates occurs that, in AARP's reasonable judgment, materially harms the goodwill or reputation of AARP, and the AARP Membership. In this regard, AARP shall provide written notice to Supplier specifying the nature of Supplier's willful misconduct, and in the sole discretion of AARP, if the harm to AARP is capable of being cured through the cure of Supplier's willful misconduct, then AARP may also give Supplier a period of time to cure its willful misconduct, such period of time to be in AARP's sole discretion; and if Supplier fails to cure the willful misconduct during such cure period, if any, then AARP shall have the right to terminate the Agreement. If, in AARP's sole discretion the harm to AARP is not capable of being cured through the cure of Supplier's willful misconduct, then AARP shall be under no obligation to provide Supplier with an opportunity to cure prior to exercising its termination rights under this Section.

9.2.4 An Event of Force Majeure occurs and is not remedied, as provided further provided in Section 13.1. [Force Majeure].

9.2.5 Termination Charges. Termination of this Agreement in whole or in part will be subject to Termination Charges, to the extent such charges are expressly set out in this Agreement in Exhibit 3.6, unless otherwise agreed pursuant to a Change Order. For purposes of this Section 9.2.5, Termination Charges mean the applicable "Unamortized investment Costs" and "Wind Down Expenses", as those terms are defined herein:

- ① "Unamortized investment Costs" represent the amount of any items remaining on the balance sheet after the termination date (for example, initial transition or setup costs not yet fully amortized).
- ① "Wind Down Expenses" are the actual out-of-pocket costs that Supplier incurs in order to terminate the Services early and transfer the Services to AARP's new service provider or back to AARP (e.g.

termination penalties that may be assessed to Supplier by vendors or subcontractors due to early termination; unrecovered costs such as lease obligations beyond the termination date and software vendor commitments to purchase a certain volume of products; and personnel expenses such as severance pay and/or the cost of relocations.)

9.3 Termination by Supplier. Supplier may terminate this Agreement by providing written notice to AARP of such termination under the following circumstances:

9.3.1 AARP is in material breach of this Agreement and after Supplier provides written notice to AARP of such material breach and demand for cure, AARP fails to cure the breach within thirty (30) days of receipt of such notice.

9.3.2 AARP: (a) becomes insolvent or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization; (d) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally; or (e) shall apply for, consent to, or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, and any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

9.4 Termination Assistance. Commencing at the delivery of any notice of termination or non-renewal of this Agreement (or such other date as mutually agreed by AARP and Supplier), and continuing for the period of time designated by AARP (not to exceed six (6) months after the Agreement Term end date) (the "Termination Assistance Period"), Supplier will provide to AARP, or at AARP's request to one or more successor service providers selected by AARP (the "Successor Service Provider"), the cooperation, assistance and services specified in this Section and as may be reasonably requested by AARP in order to facilitate the orderly transition of the applicable Services to AARP or its Successor Service Provider (the "Termination Assistance Services"). Termination Assistance Services will be provided in connection with the expiration or termination of this Agreement for any reason, except that in the event that the Agreement has been terminated by Concentrix as a result of the uncured failure of AARP to timely pay undisputed amounts when due, Supplier shall not be required to provide Termination Assistance Services unless AARP has paid all undisputed amounts in full (which payment may not serve to cure the breach). Termination Assistance Services shall include the provision of some or all of the Services, as requested by AARP, following the expiration or termination of this Agreement through the end of the Termination Assistance Period. Supplier will cooperate with AARP in good faith and take all actions reasonably necessary to ensure that, to the extent reasonably within Supplier's control, the Services are transitioned to AARP and/or the Successor Service Provider (whether AARP, an Affiliate of AARP or a Third Party) in an orderly and cost-efficient manner, to the extent cost efficiency is reasonably within the control of Supplier, such that AARP continues to receive services without material disruption. Supplier shall not take any action inconsistent with its obligations under this Section or that could reasonably be expected to hinder or delay the transfer of such Services. In furtherance and not in limitation of the foregoing, during the Termination Assistance Period, Supplier shall (a) designate appropriate and sufficient management and other personnel to assist AARP and/or the Successor Service Provider in the transfer of the Services (including attending meetings, providing necessary information in Supplier's control and performing other reasonable necessary acts and services); and (b) use Commercially Reasonable Efforts, as promptly as reasonably

possible following the request of AARP, to enter into such other mutually acceptable agreements, as contemplated by this Section with AARP or the Successor Service Provider, as reasonably directed by AARP and reasonably acceptable to Supplier, to authorize AARP or the Successor Service Provider to effectuate the transfer to AARP or the Successor Service Provider.

9.4.1 Termination Assistance Services. To the extent requested by AARP, the Termination Assistance Services shall include the following:

(a) within ten (10) days after the commencement of the Termination Assistance Period, Supplier will provide, in consultation with AARP and the successor service provider ("Successor Service Provider"), if any, a draft of a plan for operational turnover that provides reasonably sufficient detail to assist in a smooth transition of the affected Services to AARP or the Successor Service Provider. The Parties will work in good faith to finalize the draft plan into a final plan to be used during the Transition Assistance Period to transition the Services (the "Turnover Plan"). The Turnover Plan will also include any adjustments to charges (as provided more fully in Section 9.4.3 [Charges During the Termination Assistance Period] or adjustments to the Performance Standards that have been agreed to by the Parties that are reasonably necessary to accomplish the operational turnover and the associated reduction in, or reallocation of, resources contemplated in connection therewith. Upon finalization of the Turnover Plan, Supplier will provide Termination Assistance Services in accordance with the Turnover Plan. Changes to the Turnover Plan shall be subject to Change Control Procedures. Provision of Termination Assistance Services will be complete upon completion of all tasks and deliverables set forth in the Turnover Plan.

(b) Supplier shall deliver to AARP and the Successor Service Provider a current copy of all Developed Materials in the form then in use by Supplier. Upon the later of: (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period, Supplier shall destroy or erase all other copies of Developed Materials in Supplier's care, custody or control, other than such copies as may have been retained as part of a documented archival process.

9.4.2 Receipt of Termination Assistance Services. AARP shall cause the Successor Service Provider to assist in the transition of Services and to comply with Supplier's security and confidentiality requirements, including execution of a confidentiality agreement consistent with the terms of this Agreement.

9.4.3 Charges During the Termination Assistance Period. AARP shall continue to pay for Services provided during the Termination Assistance Period in accordance with Exhibit 3.6 [Compensation]; provided that, in the event that the termination of the Agreement is the result of the uncured failure of AARP to timely pay undisputed amounts when due, then AARP agrees to pay for Services during the Transition Assistance Period monthly in advance, based upon reasonable estimates of the charges for the month, with such payments to be reconciled on the next applicable invoice based upon actual charges incurred. If any Termination Assistance Services provided by Supplier require the utilization of additional: (a) labor resources that Supplier would not otherwise use in the performance of the Services, AARP or the Successor Service Provider, as applicable, will pay for such additional resources at the then-applicable rates for Changes; or (b) non-labor resources (e.g., Equipment, Materials), AARP or the Successor Service Provider, as applicable, shall reimburse Supplier for such costs, as incurred, provided that the utilization of such labor and non-labor resources and their associated charges have been set forth in the Turnover Plan or have otherwise been submitted to AARP in writing for prior approval (and have not been objected to by AARP).

ARTICLE 10
DISPUTE RESOLUTION

10.1 General. Any disputes between Supplier and AARP arising out of or relating to the Agreement (a "Dispute") shall be resolved in accordance with provisions of this Article 10. The Parties to any Dispute are referred to herein as the "Disputing Parties."

10.2 Dispute Resolution Process. Disputes shall be resolved in accordance with the following principles:

10.2.1 Disputes shall be resolved as informally and expeditiously as possible giving greatest consideration to the orderly and efficient operation of the Services and the welfare of the Members.

10.2.2 To the extent that any Dispute involves a performance failure, Supplier and AARP shall use Commercially Reasonable Efforts to remedy the performance failure on a first priority basis in a manner that preserves the orderly and efficient operation of the Services and advances the welfare of the Members.

10.2.3 Prior to the initiation of formal dispute resolution procedures, the Disputing Parties shall first attempt to resolve their Dispute informally, by having the AARP Representative and the Supplier Representative, together with their designees who have an understanding of the nature of the Dispute (collectively, the "Designated Representatives") meet as often as they reasonably deem necessary in order to gather and furnish to each other all information which they believe to be appropriate and germane to the resolution of the Dispute. The Designated Representatives shall discuss the Dispute and attempt to resolve it without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the Designated Representatives.

10.2.4 **Mediation.** If a Dispute has not been resolved in accordance with Section 10.2.3 hereof, either Party may initiate mediation of the Dispute. In that event, the Parties shall attempt in good faith to resolve the Dispute by mediation under the then-applicable International Institute for Conflict Prevention Et Resolution (the "CPR") Mediation Procedure, before resorting to arbitration or litigation. The Parties shall select a mediator with the assistance of the CPR. In the event that the CPR becomes unwilling or unable to assist in the selection of a mediator, the Parties shall mutually agree on an acceptable alternate.

10.2.5 **Arbitration.** Any Dispute which has not been resolved within forty-five (45) days after the date on which mediation is first initiated shall be adjudicated by binding arbitration in accordance with the then-applicable CPR Rules for Non-Administered Arbitration (the "CPR Rules"). The arbitration shall be conducted by three arbitrators. Each Party shall appoint one arbitrator, and the two Party-appointed arbitrators shall then appoint a third arbitrator, who shall chair the tribunal, in accordance with the CPR Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction. Unless otherwise agreed by the Parties, the arbitration shall be conducted in Washington, D.C. The arbitrators shall have no authority to award punitive, exemplary, indirect or special damages except in connection with a statutory claim that explicitly provides that relief, nor any authority to hear or certify any class action.

10.2.6 Confidentiality of Dispute Resolution. Notwithstanding anything to the contrary in this Agreement, all negotiations pursuant to this Section 10 shall be deemed to be Confidential information for purposes of Section 7 and treated as compromise and settlement negotiations under any applicable state or federal evidentiary law. The Parties shall maintain the confidentiality of all negotiations, settlements and arbitration awards in accordance with the CPR Rules, unless otherwise required by applicable Laws; provided, however, that arbitration proceedings may be disclosed when and to the extent necessary if a Party requests a judgment confirming, challenging or enforcing an arbitration award. Notwithstanding the preceding sentence, the Parties acknowledge and agree that the Parties may make disclosures as otherwise permitted by Section 10.

10.2.7 Costs and Fees. Each Party shall bear its own expenses arising from preparing for and participating in any negotiations, mediation or arbitration under this Article 10; provided that the Parties shall each be responsible for fifty percent (50%) of the costs and fees owed to the mediator, the arbitrators, and/or CPR, as applicable, in accordance with any mediation or arbitration held in accordance with this Article 10.

10.2.8 The Disputing Parties hereto consent to personal jurisdiction over them in the federal courts of the District of Columbia in connection with any application to compel arbitration or for the entry of judgment upon any arbitration award. Service of process upon any Disputing Party shall be sufficient if made in accordance with the laws of the District of Columbia or in accordance with the notice provision hereof.

10.2.9 Subject to any earlier expiration or termination of this Agreement, Supplier and AARP shall continue to perform all of their respective obligations under this Agreement (to the extent possible) pending the final resolution of any Dispute, including during the pendency of any mediation or arbitration proceeding.

ARTICLE 11

RELATIONSHIP OF THE PARTIES

11.1 Independent Contractors. Supplier and AARP are independent contractors and are not joint ventures or Suppliers. None of the AARP Parties or their employees are or shall be deemed to be employees of any of the Supplier Parties. The Supplier Parties 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) and benefits associated with the employment of the employees of the Supplier Parties. Supplier shall also be solely responsible for obtaining and maintaining all requisite work permits, visas, and any other documentation. The AARP Parties 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) and benefits associated with the employment of the employees of the AARP Parties. Supplier and AARP have a non-exclusive relationship.

11.2 Hiring/Non-Solicitation. Each party agrees not to directly solicit for hire any employee of the other party or its Affiliates without the prior written permission of that party for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. This restriction shall not apply to the solicitation or recruitment by a party generally in the media, and shall not prohibit either party from hiring, without prior written consent, employees of the other who answer any advertisement or who otherwise voluntarily apply for a publically posted job opening without having been personally solicited or recruited by a party or its representatives.

ARTICLE 12

INDEMNIFICATION AND LIABILITY

12.1 Indemnification by Supplier. Supplier shall, at its own expense, defend, hold harmless and indemnify AARP and its Affiliates, officers, directors, trustees and employees (provided they are acting in the course of their duties with respect to the foregoing) (each, an **"AARP-Indemnified Party"**) from and against any Losses by a third party arising from: (a) Claims that Supplier, directly or indirectly through any Subcontractor, has committed gross negligence (where for purposes of this Agreement, unless applicable law clearly requires otherwise, the term "gross negligence" means conduct that evinces a reckless disregard for the rights of others), or engaged in willful misconduct with respect to its obligations under this Agreement; (b) all Claims resulting from subcontractors, if applicable, asserting rights under this Agreement; and (c) Claims that Intellectual Property or Materials provided by Supplier (**"Supplier-Provided Materials"**) are infringing, misappropriating or violating any Intellectual Property right of any Third Party (d) bodily injury, including death, or damage to tangible property, suffered by any AARP-Indemnified Party and directly and proximately caused by the acts or omissions of any Supplier Party, arising out of or related to this Agreement; except in each of the cases referred to in the preceding clauses (a)-(c), to the extent that liability therefore is caused by: (i) the negligence or willful misconduct of any AARP-Indemnified Party; (ii) the action or inaction of Supplier taken at the direction of AARP, including Compliance Directives; or (iii) a matter otherwise covered by another indemnification obligation under this Article.

12.2 Indemnification by AARP. AARP shall, at its own expense, defend, hold harmless and indemnify the Supplier Parties, and their respective subsidiaries, Affiliates, officers, directors and employees (provided they are acting in the course of their duties to the foregoing) (each, a **"Supplier-Indemnified Party"**) from and against any Losses by a third party arising from: (a) Claims that AARP has committed gross negligence or engaged in willful misconduct with respect to its obligations under this Agreement; (b) Claims that Intellectual Property or Materials provided by AARP (**"AARP-Provided Materials"**) are infringing, misappropriating or violating any Intellectual Property right of any Third Party; (c) bodily injury, including death, or damage to tangible property, suffered by any Supplier-Indemnified Party and directly and proximately caused by the acts or omissions of AARP, arising out of or related to this Agreement; and (c) Claims arising from Supplier's violation of any Law to the extent such violation is the result of Supplier's adherence to a Compliance Directive issued by AARP; provided Supplier has accurately and timely complied with such Compliance Directives in the manner agreed upon by the Parties; except in each of the cases referred to in the preceding clauses (a)-(c) to the extent that liability therefore is caused by: (i) the gross negligence or willful misconduct of any Supplier indemnified Party, or (ii) a matter otherwise covered by another indemnification obligation of this Article.

12.3 Intellectual Property indemnities. If any of the Supplier-Provided Materials or AARP-Provided Materials become, or in the other Party's reasonable opinion are likely to become, the subject of an infringement or misappropriation claim or proceeding, the Party with the allegedly infringing Materials will, in addition to indemnifying the other Party as provided in Section 12.1 or 12.2, as the case may be, promptly at its own expense use commercially reasonable efforts to secure the right to continue using the item or replace or modify the item to make it non-infringing. If neither of such actions can be accomplished, and only in such event, such item will be removed and the charges will be equitably adjusted to reflect such removal and the negative impacts it may have on the Services.

12.4 Notice; Defense of Claim. An indemnified Party shall promptly notify the indemnifying Party in writing following the time the indemnified Party shall receive notice of any claims occurring for which indemnification is sought. The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to the indemnified Party; provided, that the indemnified Party shall have the right to be represented therein by counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party and the indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its own behalf at the indemnifying Party's expense. The indemnifying Party shall not agree to settle any matter without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

12.5 Failure to Defend Action. If any Claim, action, proceeding or investigation arises as to which the indemnity provided for in this Article may apply, and the indemnifying Party fails to assume the defense of such Claim within thirty (30) days of notice, then the indemnified Party may, at the indemnifying Party's expense, contest such Claim; provided, that no such contest need be made and settlement in full payment of any such Claim may be made without the indemnifying Party's consent (with the indemnifying Party remaining obligated to indemnify the indemnified Party as provided hereunder) if, in the written opinion of the indemnified Party's counsel, such Claim is meritorious.

12.6 Survival of Indemnities. The obligations of the Parties to indemnify each other and other persons identified in this Agreement shall survive the expiration or termination of this Agreement for a period of two years.

12.7 No Consequential Damages. EXCEPT AS PROVIDED IN SECTION 12.9 [EXCLUSIONS] NEITHER SUPPLIER NOR AARP SHALL BE LIABLE TO ONE ANOTHER FOR DAMAGES THAT CONSTITUTE INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, MULTIPLE OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (BUT NOT INCLUDING ANY PROFITS PAYABLE TO SUPPLIER AS PART OF THE COMPENSATION CONTEMPLATED PURSUANT TO THE CONTRACT DOCUMENTS), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.8 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 12.9 [EXCLUSIONS] AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY CONTRACT DOCUMENTS, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES TO THE OTHER AND ITS AFFILIATES PURSUANT TO THIS AGREEMENT AND ALL CONTRACT DOCUMENTS IS AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR TO BE PAID OR PAYABLE BY AARP TO SUPPLIER HEREUNDER FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE OF THE LAST ACT OR OMISSION GIVING RISE TO THE CLAIM, LESS ALL PAYMENTS MADE OF OTHER CLAIMS SUBJECT TO THIS LIMITATION.

12.9 Exclusions. The limitations on the types and amounts of damages set forth in Sections 12.7 [No Consequential Damages] and Section 12.8 [Limitation of Liability] shall not

apply to: (i) Losses covered under a Party's indemnification obligations; (ii) the payment obligations of AARP under the Agreement; or (iii) breach of Section 11.2 [Staffing].

12.9.1 in respect of (i) Losses incurred by a Party caused by or arising out of the willful misconduct, fraudulent misrepresentation or gross negligence of the other Party in the performance or failure of performance of its obligations under the Agreement, the direct damages cap shall be increased by an amount equal to the sum of all amounts paid and payable to Supplier under the Agreement during the six (6) month period immediately preceding the claim, event or occurrence giving rise to the damages and/or Losses; and (ii) damages due to Supplier's failure to secure Personal Data in accordance with this Agreement, the total aggregate liability of Supplier shall be limited to Two Million Dollars (\$2,000,000).

ARTICLE 13

GENERAL PROVISIONS

13.1 Force Majeure.

13.1.1 **Events.** The time for performance by a Party ("Non-Performing Party") of its obligations under this Agreement (including any cure period) shall be extended for any period of delay for which performance in the ordinary course shall be prevented, hindered, or delayed by any Event of Force Majeure (defined as expropriation or confiscation of facilities; acts of public enemy; terrorism; acts of war; rebellion or sabotage or damage resulting there from; epidemics or pandemics; flood; fire; lightning; catastrophic weather conditions, or other elements of nature or acts of God; riots or strikes; order by any court or public authority; or any causes of a similar nature to those specified above which are not within the control of, and which are without fault or negligence on the part of the performing Party, and which by the exercise of due diligence the affected Party is unable to overcome (each an "Event of Force Majeure")); provided, however, that (i) the Non-Performing Party immediately notifies the other Party giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing the Non-Performing Party from, or delaying the Non-Performing Party in, performing its obligations under this Agreement and the Non-Performing Party must use its Reasonable Best Efforts to mitigate the effect of the Event of Force Majeure and to fulfill its obligations under this Agreement, and (ii) if any such delay or failure to perform by a Party continues for more than the period of delay caused by the Event of Force Majeure, the other Party shall have the right to terminate.

13.1.2 **Notice and Cure.** Any Party claiming that an Event of Force Majeure has arisen shall immediately notify the other Party of the same and shall act diligently to overcome and remove the effects of the Event of Force Majeure, shall notify the other Party on a continuing basis of its efforts to overcome the Event of Force Majeure and shall notify the other Party immediately when said condition has ceased.

13.1.3 **Termination.** If an Event of Force Majeure continues for more than fifteen (15) days after notice of the Event of Force Majeure is given under Section 13.1.2 above, and the Parties are unable to agree upon other remedies, then AARP may terminate this Agreement, in its sole discretion, at any time thereafter prior to the remedying of the adverse effect of the Event of Force Majeure, by giving at least seven (7) calendar days' prior written notice to Supplier.

13.2 Further Assurances. The Parties shall keep each other informed about legal or any other developments affecting the Services, shall cooperate with one another to carry out and implement the terms and objectives of this Agreement and the Exhibits hereto, and shall perform such further acts, execute such further documents and enter into such further agreements as may be necessary or appropriate to these ends.

13.3 No Third Party Beneficiaries. The Agreement confers no rights whatsoever upon any persons (including without limitation any Members) other than the Parties hereto.

13.4 Governing Law. To the extent any issue is governed by state law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the District of Columbia, without regard to conflict of laws principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, Agreement or the matters contemplated in this Agreement may only be brought in the state and federal courts of the District of Columbia. Each of the Parties consents to the jurisdiction of those courts (and of the appropriate appellate court therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, actions or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

13.5 Notices. All notices to any Party under this Agreement must be in writing and given as follows:

To AARP:
AARP
601 E Street, NW
Washington, DC 20049
Attention: Chief Procurement Officer

With a copy to:
AARP
ATTN: General Counsel
601 E Street, NW
Washington, DC 20049

To Supplier:
Concentrix Corporation
ATTN: General Counsel
44201 Nobel Drive
Fremont, CA 94538

With a copy to:
Scott Anderson
Concentrix Corporation
132 N 20th St
Wheeling, WV 26003

or any other address or facsimile number that a Party may hereafter specify for the purpose by notice to the other Parties. All notices, requests and other communications shall be deemed to have been given and received and shall be effective: (i) in the case of personal delivery, on the date of personal delivery; (ii) in the case of delivery by facsimile or electronic mail, when successfully transmitted (if sent during the recipient's normal business hours, or one Business Day after the date sent if not sent during the recipient's normal business hours on a Business Day) to the applicable number or email address specified in this Section 13.7 and an appropriate confirmation of transmission is received; (iii) in the case of overnight delivery by nationally recognized, overnight courier, one (1) Business Day following the date of dispatch; and (iv) in the case of mailing, on the third Business Day following the date of deposit in the mail.

13.6 Severability; No Waiver, Cumulative Remedies, etc. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the matters contemplated by this Agreement are fulfilled to the extent possible.

13.7 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as waiver of any right, nor shall any single or partial exercise of any right under this Agreement by any Party preclude any other or further exercise of any other right, and no waiver whatever shall be valid unless in a signed writing, and then only to the extent specifically set forth in that writing. No waiver of any right under this Agreement shall operate as a waiver of any other or of the same or similar right on another occasion.

13.8 Cumulative Rights. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this Agreement, and as allowed under applicable Laws.

13.9 Headings. The Section headings contained in this Agreement are not part of this Agreement, are for the convenience of reference only and shall not affect the meaning, construction or interpretation of this Agreement.

13.10 Publicity. The Parties and their agents agree that, unless required by Law: (a) no press release, acknowledgment or other information concerning the Agreement and the Services provided hereunder will be made public by either Party without the prior written agreement of the other Party; and (b) neither party shall identify the other party as a party to this Agreement or any SOW nor shall Supplier either party use the other party's name, photographs, logo, trademark, or other identifying characteristics without such party's prior written approval, except as otherwise permitted under the Agreement.

13.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns.

13.12 Assignment. No Party shall assign or otherwise transfer this Agreement, except with the prior written consent of the other Parties; provided, however, that if the assignment or transfer is to an Affiliate

of a Party that has the financial, managerial and technical ability to perform its duties and obligations under this Agreement, the other Parties' consent shall not be unreasonably withheld, provided that, unless otherwise expressly agreed by the Parties, any such assignment pursuant to the foregoing shall not relieve the assigning Party of any of its obligations under this Agreement. Any purported assignment or transfer without the requisite consent shall be null and void.

13.13 Amendments. This Agreement may not be modified or amended except in a writing signed by both of the Parties.

13.14 Entire Agreement and Integration. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, discussions, proposals, representations or warranties, whether written or oral on this subject matter.

13.15 Survival. Neither expiration nor termination of this Agreement shall terminate those obligations and rights of the Parties pursuant to provisions of this Agreement which by their express terms are intended to survive and such provisions shall survive the expiration or termination of this Agreement. Without limiting the foregoing, the respective rights and obligations of the Parties under Articles 2, 10, and 12, and Sections 3.7, 7.8, 7.9, 9.4, 13.4-13.10, 13.14, and 13.15 of this Agreement that remain in effect in accordance with their terms shall survive the expiration or termination of this Agreement regardless of when such expiration or termination becomes effective.

13.16 Execution and Transmision of Executed Agreement. This Agreement may be executed in multiple counterparts that together shall constitute one instrument. Copies of signed counterparts that are transmitted by facsimile or electronically between the Parties shall be deemed to be originals for purposes of establishing execution by either or both Parties. This Agreement may be executed electronically with record of the transaction held electronically by either or both Parties.

EXHIBIT 3.1 SERVICES



Exhibit 3.1.docx

EXHIBIT 3.2
SERVICE LEVEL STANDARDS



AARP-CNUS(Exhibi
t 3.2 Service Level St.

EXHIBIT 3.3
AARP CALL CENTER BALANCED SCORECARD

The Balanced Scorecard will:

- ① Be issued quarterly -
 - Monthly scorecards will still be distributed for the first two months of a quarter, e.g., October and November; however, they are for directional purposes only and will not result in any volume reallocation;
 - Quarterly scorecards will be used to determine 8% volume reallocation (if applicable for General Membership volume only); and
 - Distribution timeline for scorecards will be the 5th business day following reporting month/quarter. See this Exhibit 3.3 for an example
- ① Employ a 70/30 cap on volume allocation
 - No supplier will receive more than 70% volume for General Membership;
 - No supplier will receive less than 30% volume for General Membership; and
 - AARP will consider initiating an RFP to replace an underperforming supplier should the supplier miss both CSAT and AHT targets for two consecutive quarters in cases where the other supplier has met CSAT and AHT targets.
- ① Implement triggers for volume reallocation and exceptions

Balanced Scorecard	
CSAT —	
1.	Worth 50% weight;
2.	3 month scores;
3.	Must hit 84% at a minimum or no changes will occur even if that center won the scorecard;
4.	Keep the decimal point — (i.e. — 83.7 is not rolled up to 84).
Conversion —	
1.	New/Renew = 30% weight;
2.	Join/Renew goal = 12%
4	Above based on IVR campaigns only, not provided will not be included.
AHT —	
1.	20% weight;
2.	Target is 260;
3.	Only main IVR volumes are included in the AHT.

General —

1. Scorecard will be based on the quarterly results for CSAT, Membership conversions and AHT;
2. The winner of the scorecard will receive 8% more volume of General Membership for the next quarter.
3. The winner of the scorecard does not need to win by any set amount of points. Even a 0.1% difference will win the scorecard, assuming that the winning center has a CSAT score of at least 84%;
4. The allocation of volumes will not exceed a 70/30 split.

*The 70/30 cap overrides all exceptions; thus, each scenario assumes the cap has not been reached.

The Scorecard will officially begin on 4/1/2019 to allow for hiring, ramp up and training. The 1st time volumes, based on the results of the scorecard, will be adjusted in July 2019.

EXHIBIT 3.4
KEY PERSONNEL and MANAGEMENT RATIOS

Key Personnel

Launch Director Business Support:

Scott Anderson	Service Delivery Director	scott.anderson@concentrix.com	304-281-4627
Pat Hamilton	Tempe Site Leader	pat.hamilton@concentrix.com	480-273-9975
Jim Yates	Operations Manager	jim.yates@concentrix.com	765-212-0261

IT Security, VP Solutions Engineering:

Adam Magill	Vice President of IT Security	adam.magill@concentrix.com	
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IT Security Director:

Rishi Rajpal	Director of Global IT Security	rishi.rajpal@concentrix.com	
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VP Learning Services:

Missy Conover	North America Training and Quality Manager	melissa.conover@concentrix.com	512-773-6341
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VP Client Services:

Wesley Humphrey	Sr. Director, Account Management, NA	wesley.humphrey@concentrix.com	469-352-3328
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Account Manager:

Zubin Mauji	Global Account Director	zubin.mauji@concentrix.com	510-378-6695
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Management Ratios

Operations Managers to Coaches:

1:8 Coaches to MRAs: 1:18 Trainers

to MRAs: 1:80

EXHIBIT 3.5
REPORTS



Concentrix Contract
Reports 3.5 - 5 21 20

**EXHIBIT 3.6
COMPENSATION**

Capitalized Terms used herein not otherwise defined herein shall have the meanings set forth in the Agreement. This Exhibit describes the methods for establishing and calculating the charges payable to Supplier for providing the Services in accordance with the MSA and the associated invoicing and payment terms.

1. Categories of Charges.

Supplier's fees will consist of two categories of charges:

- (a) **Base Services Charges** — the charges for the delivery of ongoing operational Services as described in Exhibit 3.1 and elsewhere in the Agreement other than Projects ("Base Services").
- (b) **Project Charges** - the charges for discrete projects or initiatives requested by AARP that are outside the scope of the Base Services ("Project(s)"). For clarification, technology refreshes, upgrades and other work that is part of normal day-to-day operations and/or maintaining technology currency will be considered part of the Base Services and not be separately chargeable as a Project.

2. Base Services Charges. The Charges for Base Services ("Base Services Charges") are set forth in Attachment 1 to this Exhibit.

3. Project Charges.

Unless otherwise agreed by the Parties on a case-by-case basis, Projects requested or approved by AARP will be charged based upon an agreed upon Change Order ("Approved Project Charges") in accordance with Exhibit 3.7.

4. Price Adjustments.

(a) **Cost of Living Adjustment ("COLA").** Beginning on the first anniversary of the Effective Date and continuing thereafter on an annual basis (each a "CPI Adjustment Year"), the Base Service Charges will be adjusted by an amount equal to seventy-five (75%) of the percentage increase in the CPI (as defined below) over the twelve (12) month period ending three (3) months prior to the commencement of the upcoming CPI Adjustment Year. As used herein, the "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. For an adjustment to become effective, Supplier must provide written notice thereof at least thirty (30) days prior to the CPI Adjustment Year or the date when such adjustment shall be effective, whichever is later.

(b) **Minimum Wage Increase.** If the fees are impacted due to legislative minimum wage rate increase, the Parties will promptly and in good faith negotiate a mutually agreed adjustment in price, and alternatives, such as changes in delivery locations, to mitigate such price adjustment. If the Parties are not able to agree on a mutually acceptable alternative, either Party may terminate the Agreement upon 180 days' prior written notice. For purposes of this Agreement, AARP will not be responsible to pay any termination charges (including unrecovered investment and wind down costs) on account of such termination.

5. Other Adjustments to the Charges.

Supplier understands and agrees that it is the intention (but not the obligation) of AARP to add additional functionality to the AARP Systems during the Term, such that certain costs to deliver the Services for Supplier will be absorbed by AARP. In particular, AARP anticipates that it may absorb the cost of the virtualized desktop and the cost of the hosted ACD functionality by providing such functionality itself. As a result, Supplier agrees to work in good faith with AARP to reduce the Charges set forth herein during the Term to the extent that the provision by AARP of additional AARP Systems will reduce Supplier's costs of Services delivery. Any such changes to the manner in which Supplier delivers the Services shall be made in accordance with the Change Control Procedures of Exhibit 3.7.

Minimum Commitment

In any given month the minimum FTE headcount shall be 100 FTEs. If volumes in a given month result in falling below 100 FTEs, the Parties will negotiate in good faith an appropriate adjustment of price. Notwithstanding the foregoing, if the fall in FTEs below 100 is due to the results of the balanced scorecard, the Parties are under no obligation to negotiate an appropriate adjustment in price.

6. Incidental Expenses.

Supplier acknowledges that, except for Projects, or as may be otherwise provided in the Agreement, expenses that Supplier expects to incur in performing the Services (including travel and lodging, document reproduction and shipping) are included in Supplier's charges described in this Exhibit. Accordingly, such Supplier expenses are not separately reimbursable by AARP unless AARP has agreed in advance and in writing to reimburse Supplier for the expense.

7. Invoicing and Payment.

Supplier will invoice AARP monthly in arrears for the Base Services Charges and Approved Project Charges. AARP will pay all undisputed amounts within thirty (30) days of receipt of Supplier's invoice via ACH transaction. Each month Supplier shall provide AARP with relevant supporting documentation for the purpose of verifying the accuracy of Supplier's Charges. AARP may withhold payment of particular charges that AARP disputes in good faith up to the two month's worth of Charges (the "Disputed Fees Cap"). All amounts above the Disputed Fees Cap will be paid to Supplier without waiver of AARP rights. Any payment not received by the due date will accrue interest at a rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower.

8. Termination Charges.

For purposes of the work contemplated under this Agreement, unless otherwise set out in a Change Order, the Parties agree as follows:

- (a) if this Agreement is terminated pursuant to 3.10 of this Agreement or Section 4(b) of Exhibit 3.6, Supplier's recovery of Unamortized investment Cost shall be waived;
- (b) if this Agreement is terminated pursuant to Section 3.10 of this Agreement or Section 4(b) of Exhibit 3.6, Supplier's recovery of Wind Down Expenses shall be waived; and
- (c) in accordance with Section 9.2.5 of this Agreement, Termination Charges, including Unamortized investment Cost and Wind Down Expenses, shall not apply in the event of AARP's termination of this Agreement pursuant to Sections 9.2.1 through 9.2.4 herein.

Attachment 1 Compensation

Per Minute productive pricing includes the following assumptions:

- ☐ Up Training Hours: Pricing includes 4 hours per month per agent. Any AARP-requested or pre-approved training above 12 hours per quarter provided by Supplier will be paid at the approved up-training rate. AARP will pay for initial ramp training. Training will only be paid when the agent graduates from Training. If any agent does not complete training, AARP will not pay for any training hours completed up to the point of termination. AARP will not pay for any training as a result of attrition.

Volume Protection. AARP will provide a 45 day locked forecast. Volume delivery will also be reviewed on a monthly basis to review current trend in delivery to locked forecast. If volume is trending below 80% to the lock, the Parties will review actions to either increase the volume or allow the Supplier to modify staffing accordingly. The parties agree to review the rolling 30/60/90 day forecasts against the number of actual calls received on a monthly basis. In the event that the actual calls received are less than 80% of the forecast in any given month, where forecasted charges shall be calculated by taking the number of forecasted calls contained in the Final Forecast multiplied by the applicable Productive Minute price multiplied by Supplier's Average AHT for the last three (3) months prior to the billing month at issue, then AARP agrees to guarantee that it will pay Supplier an aggregate amount equal to 80% of the forecasted charges for the applicable month ("Locked Fee"). Any staffing or technical issues that are Supplier's sole responsibility and that result in volumes below 80% will result in Supplier not receiving the Locked Fee (i.e. Supplier will only receive payment for actual calls received).

All attrition training will be included in the productive per minute rate. AARP will pay an hourly rate for the initial ramp new hire training.

Category	Productive per minute rate
Price per Productive Minute English	\$0.75
Price per Productive Minute Spanish	\$0.75
Overtime Price Per Productive Minute English	\$0.94
Overtime Price Per Productive Minute Spanish	\$0.94
Initial Ramp Up Training Rate (per hour)	\$25.64
Written correspondence — Cost per completed transaction: Average Handle Time Estimated at 150 seconds; AARP agrees to revise if actual AHT is higher.	\$2.17
Overtime rate for completed written correspondence transactions	\$5.28
Email Cost per completed transaction Average Handle Time Estimated at 400 seconds	\$4.36
Overtime rate for completed email transactions	\$5.28

Category	Productive per minute rate
Productive Price per Minute- Technical Web Support Agent	\$0.75
Productive Cost for Chat or Social - per Hour	\$33.64
Cases- Cost per Completed Transaction	\$4.36
Overtime Rate for Completed Case Transactions	\$5.28

The following definitions apply to this compensation schedule:

Productive Log-in Hour: means one hour of time, that an agent is logged onto the chat or social system and is available to handle chats or social. While in chat or social, the agent will be expected to process written correspondence and/or email if there is available time. Any written correspondence and/or email completed while in chat or social will not be billed.

Productive Minute: means one minute of talk time, hold time and after call work for any call offered that is answered by an agent or dial time, talk time, hold time, and after call work for any outbound call made by an agent.

Overtime: means time worked by an agent that exceeds forty (40) hours in a given week or otherwise is required by state law. All overtime must be determined and pre-approved by AARP.

Training Rate: means the hourly charge for a new hire being trained to perform the Services as a result of the request by AARP to increase staffing and expressly excludes attrition training, for which Supplier shall be responsible at no additional charge to AARP.

Up-Training Rate: means the hourly charge for an existing agent being trained to perform new or modified Services (does not apply to the initial twelve (12) hours per agent per quarter).

The cost per completed transaction pricing is based upon the Average Handle Times set forth in the matrix above.

All emails categorized as "SPAM," or "Previously Handled" or not needing a response will not be considered a completed transaction for billing purposes as specified in the table above. The cost for categorizing emails as "SPAM," "Not Needing a Response" or "Previously Handled" is included in the Email Cost Per Completed Transaction for all other emails handled.

EXHIBIT 3.7
CHANGE ORDER PROCEDURES

1. **Project Initiation and Estimates.** AARP (as applicable, the "Project Sponsor") shall initiate a request for a Project by submitting to Supplier a high level description of the requirements for the Project. Supplier shall promptly review (not to exceed 10 business days) the requirements and, with any additional input reasonably requested from the Project Sponsor (which may require additional time), prepare an initial estimate of Supplier's charges and time to complete the Project (a "Project Estimate"). Supplier may also initiate a request for a Project by submitting to AARP a high level description of the Project and a Project Estimate. Each Project Estimate shall include an estimate of:
 - (a) Supplier's total labor charges to complete the Project, with a breakdown of the estimated number of hours by labor category (e.g., project manager, developer, trainer) and by function (e.g., design, coding, testing, implementation, training, documentation), including the cost of any outside contractors or consultants that Supplier proposes to use on the Project;
 - (b) any reimbursable third party charges that Supplier will incur in completing the Project; and
 - (c) The time period required to complete the Project, broken down into Milestones (as defined below) as appropriate.

Project Estimates shall be based on a reasonable and good faith estimate of the amount of time required by Supplier personnel in each applicable labor category to complete the Project multiplied by the applicable Personnel Rates, plus the costs of any outside contractors or consultants that Supplier proposes to use on the Project and any reimbursable third party charges that Supplier will incur in completing the Project. Project Estimates will be reviewed on a monthly (or otherwise agreed to) basis with the Project Sponsor and updated to reflect changes in scope and or requirements, in accordance with Section 4 below.

2. **Acceptance of Project Estimates.** The Project Sponsor will review each Project Estimate and notify Supplier, in writing whether it accepts or rejects the Project Estimate. There will be no charge to the Project Sponsor for Project Estimates. If the Project Sponsor accepts a Project Estimate, the Project Sponsor and Supplier will complete a Change Order and Supplier will perform the Project in accordance with such Change Order. If the Project Sponsor does not accept a Project Estimate, no Change Order will be completed or implemented and there will be no charge for preparing the Project Estimate.
3. **Change Order.** Unless the Parties agree otherwise, each Change Order shall include: (a) a description of the work to be performed by Supplier with respect to the Project; (b) a Project Estimate and payment obligations; (c) the Project Sponsor's responsibilities relating to the Project, including features and high level requirements; (d) a list of significant tasks to be completed ("Milestones"), including applicable commencement and completion dates; (e) a listing of all Services and deliverables that are to be provided by Supplier and delivered to the Project Sponsor ("Deliverables"), including applicable delivery dates and any specifications, templates and/or formats to which the Deliverables must conform; (f) the method or manner of acceptance for Deliverables, including detailed acceptance criteria; (g) a manager for each Party who is authorized to give or obtain all information, decisions and approvals of such Party relating to such Change Order; and (h) any other information or provisions the Parties may agree to include in the Change Order. No work shall begin on the project unless the Change Order has been fully executed by both parties.

- 4. Project Charges; Project Updates.** Unless the Parties agree otherwise in a Change Order, Supplier's charges for the Project shall equal:
- (a) the actual time expended by Supplier employees in performing the Project multiplied by the then current Personnel Rate; plus
 - (b) the cost of any outside contractors or consultants approved by the Project Sponsor
 - (c) Any reimbursable third party charges that Supplier incurs in completing the Project that were included in the Project Estimate.

Supplier shall review Project progress on a monthly basis with the Project Sponsor and will provide an updated Project Estimate at such time, taking into account any scope changes requested by the Project Sponsor and indicating the number of additional hours of work and associated cost required to complete the Project. Supplier may not charge the Project Sponsor for more than the amount of the Project Estimate without the prior written authorization of the Project Sponsor. In addition, Supplier may not charge for Supplier Personnel where the same Services are being billed to AARP as Base Services Charges. If any Supplier Personnel performing a Project are replaced during the Project at Supplier's initiative or at the Project Sponsor's request in accordance with AARP's rights under the Agreement, Supplier will not charge the Project Sponsor for the time reasonably required to bring the new person up to speed and make him/her productive.

- 5. Scope Changes.** A Party may propose changes to the scope of a Project at any time. Changes in scope will be documented by the Project Sponsor in the appropriate level of detail to create requirements that will allow Supplier to revise the Project Estimate. Such changes will be reflected in the monthly Project progress meetings described in Section 4 above, which shall include a revised Project Estimate. If the revised Project Estimate is accepted, the parties will amend the Change Order to reflect the changes. No modifications or amendment to the Change Order shall be effective, and no work shall be performed pursuant thereto, until reduced to a writing that identifies itself as a modification or amendment to the Change Order and signed by authorized representatives of both parties.

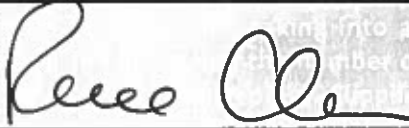
- 6. Completion of Deliverables.** Deliverables under a Statement of Work will be considered to be successfully completed when:
- (a) Supplier has delivered the Deliverables, together with any associated Documentation, to the Project Sponsor;
 - (b) the Deliverables conform to all applicable specifications and other requirements specifically set forth in the Statement of Work; and
 - (c) The Deliverables are accepted by the Project Sponsor in accordance with the specified acceptance criteria and procedures agreed to in writing by the parties in the Statement of Work.

- 7. Termination of a Project.** The Project Sponsor may terminate a Project and the associated Change Order at any time. Supplier may charge the Project Sponsor for the Services properly performed or for obligations incurred prior to the time of termination in accordance with Section 4 above.

- 8. General Obligations.** For each Project, Supplier's obligations will include: (a) determining and designing the best technical solution; (b) thoroughly and comprehensively testing the

Deliverables for the Project prior to delivering them to the Project Sponsor for acceptance, and (c) notifying the Project Sponsor in writing and with reasonable specificity during the analysis or design phase of the Project of any known adverse effects that the Deliverable may have on any components of the infrastructure used to deliver the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

AARP		Supplier
Signature:		<i>Wendy Wilson</i>
Name:	ROBERT KHAN	Wendy Wilson
Title:	VP, PROCUREMENT	Director, Corporate Counsel
Date:	7/24/18	07/26/2018