

## Schedule O

### Support and Hosting Services

#### 1. DEFINITIONS.

As used in this Schedule and in addition to other capitalized terms defined herein, the following capitalized terms have the following meanings. Any capitalized terms not defined in this Schedule shall have the meaning set out in the System Integration Agreement (the “Agreement”) or other applicable Schedules:

1.1 “Contractor Point of Contact” means the Contractor point of contact for support services. \_\_\_\_\_ is assigned as the Contractor Point of Contact to CCCERA. Contractor support may be contacted as follows:

- [email]: \_\_\_\_\_
- [telephone number]: \_\_\_\_\_

1.2 “Major Release” means a release of any Contractor Software that contains substantial changes (e.g., an overhaul of the interface, change in compatibility). Major Releases are numbered as X.0

1.3 “Support SOW” means a separate statement of work executed by both Parties describing services to be provided by Contractor under this Schedule.

1.4 “System Requirements” means a Contractor published list of minimum and recommended computer software and/or hardware components necessary for optimal performance of the System Software.

#### 2. MAINTENANCE AND SUPPORT

2.1 **Maintenance.** Contractor will deliver to CCCERA (or install in the hosted system if at the time Contractor is hosting the System Software for CCCERA) all updates, modifications, Major Releases and enhancements to the Contractor Software that Contractor provides to its other customers that receive similar maintenance services during the term of this Schedule, but in no event less than those set forth in this Schedule. Upon delivery to CCCERA, all such updates, modifications, Major Releases and enhancements to the Contractor Software will be deemed part of the Contractor Software and subject to the terms and conditions of CCCERA’s license rights set forth in the Agreement.

2.2 **Support SOWs.** As the Parties develop projects to be governed by this Schedule, including without limitation for on-site support, application development, and adaptation of any Contractor updates, modifications, Major Releases and enhancement services, they will enter

into Support SOWs, which will contain the detailed terms of each project. Subject to the terms and conditions of this Schedule, Contractor will provide the services described in the applicable Support SOW, at the times, in the manner, and at the prices described therein. CCCERA may propose changes in a Support SOW at any time during the term of this Schedule. Within five (5) business days following written notice of such proposed changes, Contractor will provide CCCERA with reasonable price and schedule changes, if any, resulting from the changes. CCCERA may accept or reject Contractor's proposal to amend the Support SOW or present a counterproposal in CCCERA's sole discretion. Changes to a Support SOW will be effective only when an authorized representative of each Party executes a written amendment to the Support SOW that sets forth the changes to the services and any related changes to the schedule and charges.

2.3 **Subcontracting.** Contractor will not subcontract any portion of the work to be performed without the prior written consent of CCCERA. Contractor will be an independent contractor in the performance of this Schedule and will not be deemed an employee or agent of CCCERA for any purpose whatsoever.

2.4 **Delivery.** At any time at CCCERA's request, Contractor will, at no additional cost, promptly deliver to CCCERA work in progress and all related information and documentation with respect to the services provided by Contractor under this Schedule then in Contractor's possession or control.

### 3. SUPPORT SERVICE LEVEL AGREEMENT

3.1 **Support.** Contractor will provide CCCERA with the Contractor support services for the Contractor Software that are made generally available by Contractor to its other customers that receive support services, but in no event less than those set forth in this Schedule. Contractor's support staff will be available to assist CCCERA with general information regarding the configuration, installation and use of the Contractor Software during the following support hours: \_:00am to \_:00pm Pacific US Time, Monday through Friday, exclusive of United States Federal holidays as published by the U.S. Office of Personnel Management. Contractor will provide support services outside of these hours at the following additional costs and terms:

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3.2 **SLAs.** Contractor will provide a first level of response to reported defects or errors in the Contractor Software or the System Software (collectively "Defects") with written acknowledgment of the report that is delivered to CCCERA by e-mail. Contractor will provide a second level of response to Defect reports with a patch, workaround or other temporary resolution to reported Defects. Contractor's final response to reported Defects will be the provision of an update release or version release, an operations process revision, or another official problem resolution. The timing of Contractor's responses will be based upon the classification of the reported Defect. Defects will be classified as follows:

<u>Classification</u>	
P1	Fatal: Defects preventing critical, time-certain work from being done, or site outage.
P2	Severe Impact: Defects that disable major non-critical, non-time-certain functions from being performed, or that have a severe site performance impact.
P3	Degraded Operations: Defects disabling or impacting performance only in certain non-essential functions.

Contractor's responses to such Defects will be provided within the following time periods:

<b>Classification</b>	<b>Contractor Response</b>		
	<b>First Level</b>	<b>Second Level</b>	<b>Third Level</b>
P1	Within 1 hour when reported during Contractor support hours. Within 2 hours when reported after Contractor support hours.	Constant effort until relief provided; resolution must be provided within 48 hours after reported	Within 10 days after reported
P2	Within 2 hours when reported during Contractor support hours. Within 4 hours when reported after Contractor support hours.	Within 7 days after reported	Within 15 days after reported
P3	Within 24 hours after reported	Within 14 days after reported	Within 60 days after reported or as agreed to by Parties

If Contractor fails to meet any of the foregoing service levels for reasons other than the wrongful actions of CCCERA or circumstances constituting a Force Majeure Event, CCCERA will be excused from paying the Support Fees otherwise owing for the month in which the failure occurs. This credit reflects the diminished value of the services and is not intended to provide compensation to CCCERA for its losses and is not an exclusive remedy, provided that damages awarded CCCERA for the failure, if any, will be reduced by the amount of such credit.

3.3 **Defects.** Contractor and CCCERA will jointly determine the appropriate level of severity for all reported Defects. Contractor has no obligation to correct any Defect that is caused by CCCERA fault or error. Except as provided above, Contractor will make reasonable efforts to correct Defects that only minimally reduce efficiency or ease of use, and to assist CCCERA to correct Defects that result from changes in the operating environment in which the Contractor Software are installed.

3.4 **Contacts.** CCCERA product support requests must be submitted to the Contractor Point of Contact by CCCERA's individual support contacts.

#### **4. CCCERA OBLIGATIONS**

Contractor's obligations to provide Support and remedial services under this Schedule are conditioned upon the installation and operation by CCCERA (or by Contractor if Contractor is then hosting the System Software) of the most current Major Release(s) of the Contractor Software within twelve (12) months of the date the Major Release is made available to Contractor's applicable client base, unless an alternative date is mutually accepted (provided that CCCERA will always have the option after installation of a Major Release to continue using the application of a prior release).

#### **5. HOSTING**

5.1 **Hosting Services.** Contractor will provide services to fully host the System Software and CCCERA Data on the terms and conditions set forth in this Section ("Hosting"). Contractor will provide virtual servers including platform, software configuration, operating system software, and quantity as required to meet CCCERA's needs for such fully hosted services and the terms of this Schedule. Contractor will instantiate these servers, install the necessary software, and configure the virtual servers with an Internet Protocol address accessible within the Contractor hosted network. Contractor will place such virtual servers in Contractor datacenter facilities and make them available to CCCERA for IP network access via the Contractor network and CCCERA's network. Contractor is responsible for the day-to-day management of underlying hardware, operating systems and standardized applications to enable such Hosting. Contractor will provide technical services related to its Hosting obligations such as hardware and software setup and configuration, maintenance, hardware replacement, technical support, patching, updating, vulnerability scans and monitoring. These technical services will be

provided for each of CCCERA’s development, system test/user acceptance test, and production environments.

**5.2 Hosting SLAs.**

- (a) Contractor will perform Hosting in accordance with the service level requirements (“SLRs”) set forth in this Section. If Contractor fails to meet any SLR, Contractor will (1) investigate and report on the causes of the problem; (2) correct the problem; and (3) take appropriate preventive measures so that the problem does not recur.
- (b) In the event Contractor fails to meet an SLR for reasons other than the wrongful actions of CCCERA or circumstances that constitute a Force Majeure Event (a “Failure”), then in addition to any other remedies available to CCCERA, CCCERA will be excused from paying the Hosting Fees otherwise owing for the month in which the Failure occurs or continues. Any reduction in fees due to credits merely reflects the reduced value of the applicable services to CCCERA and will not be construed to be damages, liquidated damages, or a sole and exclusive remedy.
- (c) Contractor will measure the SLRs on a monthly basis, except as otherwise described herein. No later than the 15<sup>th</sup> day of each month during the term of the Hosting services, Contractor will provide reports to verify Contractor’s performance and compliance with the SLRs for the immediately preceding month, showing the calculation of the achievement metrics for each SLR category listed below, the occurrence of any Failure, and steps taken by Contractor to meet its obligations hereunder regarding the Failure. Any failure to report on an SLR in any month will be deemed a “Failure” to meet the SLR.
- (d) The SLRs for Hosting services are:

<b>Category</b>	<b>Description</b>	<b>SLR</b>
Scheduled Downtime	“Scheduled Downtime” means any downtime of the System required for any reason that occurs within a mutually agreed scheduled window outside of peak usage hours.	4 or fewer hours of Scheduled Downtime in a month for any part of the System

Category	Description	SLR
System Availability	<p>“System Availability” measures the average availability of complete functionality of the System for end users, calculated as follows in a given month: (1) total minutes of Actual Uptime (2) divided by total minutes in the month less Scheduled Downtime. “Actual Uptime” is all minutes in the month less the downtime when any of the following apply:</p> <ul style="list-style-type: none"> <li>(a) System response time of 25% or greater than the Baseline in the Response Time SLR below; or</li> <li>(b) any of the System modules is unavailable for use by CCCERA; or</li> <li>(c) any data maintained by the System is unavailable for use by CCCERA; or</li> <li>(d) any one (1) or more of CCCERA functional units (<i>e.g.</i>, benefits, accounting) is not able to access and use the System.</li> </ul>	System Availability of 99.999% or more within the month
Response Time	% of time that a test sampling of transactions completes roundtrips from an initial script/robot to the System and	Both (a) _____% or more of all test transactions complete within the Baseline; AND (b) the remaining _____% of test

Category	Description	SLR
	back within 2 seconds (the “Baseline”).	transactions complete within _____ seconds.

**6. TERM AND TERMINATION.**

6.1 **Initial Term.** This Schedule will take effect on the Effective Date and remain in effect for a period of \_\_\_ years, unless sooner terminated as provided in this Section.

6.2 **Termination.** Commencing \_\_\_ years after Final System Acceptance, Contractor may terminate the provision of Hosting services under this Schedule at any time upon six (6) months written notice to CCCERA in the event its ability to provide Hosting services is materially compromised by a Force Majeure Event. CCCERA may terminate this Schedule, without cause, at any time upon thirty (30) days written notice to Contractor. Upon any termination or expiration of this Schedule, in whole or in part, Contractor will make the applicable CCCERA Data available to CCCERA in such reasonable data format and manner as CCCERA requests and will otherwise reasonably cooperate with CCCERA’s efforts to transition the terminated services to CCCERA or to a successor provider of services upon CCCERA’s request.