

SCHEDULE 17.4(a)

TERMINATION AMOUNTS

This Schedule 17.4(a) is an appendix to the AMSA, and sets forth the types and amounts payable by BCH, without duplication, upon termination or expiration of the AMSA. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the AMSA.

1. *Definitions.*
 - (a) “**Demobilization Costs**” means the actual out-of-pocket costs reasonably incurred by ABSBC in connection with demobilization, relocation and termination of ABSBC personnel primarily dedicated to the BCH account at the time of expiration or termination (in whole or in part) of this AMSA.
 - (b) “**Full Profit Component**” means the applicable amount set forth on Table 1 of Attachment A hereto corresponding to the effective date of termination of the AMSA. In the case of a termination of a Service Category under the AMSA in which the Full Profit Component is to be paid, the amount of Full Profit Component payable shall be in proportion to the relative revenue in respect of such terminated Service Category.
 - (c) “**Original Offset Payment**” means [Redacted] of the Discretionary Service Charges in respect of the IT Application Development Discretionary Service Domain, allocated as follows: [Redacted] in the fourth Contract Year, [Redacted] in the fifth Contract Year and [Redacted] in each of the sixth through tenth Contract Years.
 - (d) “**Reduced Profit Component**” means the applicable amount set forth on Table 2 of Attachment A hereto corresponding to the effective date of termination of the AMSA. In the case of a termination of a Service Category under the AMSA in which the Reduced Profit Component is to be paid, the amount of Reduced Profit Component payable shall be in proportion to the relative revenue in respect of such terminated Service Category.
 - (e) “**Stranded Costs**” means any unamortized investments, costs or obligations made, incurred or assumed by ABSBC in good faith in expectation of providing Services pursuant to this AMSA (including obligations under any unexpired lease, license or other contract relating to hardware, software, communications infrastructure or subcontracts), but shall not include any Transferred Third-Party Agreements. Notwithstanding the foregoing, for an item to constitute a “Stranded Cost” for purposes of this AMSA, ABSBC must have exercised due regard for BCH’s interests, prior to entering any commitment that exposes BCH to such investment, cost or obligation. ABSBC, from time to time, shall notify BCH of contracts or commitments that may increase BCH’s

potential exposure to Stranded Costs. To the extent commercially reasonable, ABSBC shall assist BCH upon expiration or termination of this AMSA, to minimize the financial impact on BCH of such investment, cost or obligation.

- (f) “**Termination Assistance Fees**” shall have the meaning set forth in Schedule 17.5.
- (g) “**Termination Fee**” means the **[Redacted]** the unamortized cost of the transformational activities undertaken by ABSBC as further detailed in Attachment B as applicable to the effective date of termination of the AMSA, as adjusted by the Parties from time to time to reflect additional ABSBC transformational activities undertaken in respect of the expansion or alteration of the In-Scope Services through a Change Order or New Services **[Redacted]**.
- (h) “**Transfer Amounts**” means (i) (x) for Transferred Equipment (as such term is defined in Schedule 17.5) exclusively dedicated to the provision of Services to BCH, **[Redacted]** or (y) for all other Transferred Equipment, **[Redacted]** in any case that BCH elects to purchase pursuant to Section 4 of Schedule 17.5 and measured of the effective date of termination or expiration of the AMSA and (ii) the sales, use or similar taxes associated with the transfer of Transferred Software, Transferred Equipment and Transferred Third-Party Agreements (as each term is defined in Schedule 17.5). **[Redacted]**.

2. *Calculation of Applicable Termination Amounts.*

- (a) *Termination by BCH.* In connection with any termination of the AMSA by BCH,
 - (i) in whole or in part, pursuant to Section 17.2.2(a) of the AMSA (Termination for Convenience), BCH shall pay to ABSBC, without duplication, the applicable (1) Termination Fee (2) Transfer Amounts, (3) Full Profit Component, (4) Demobilization Costs, (5) Stranded Costs and (6) Termination Assistance Fees, all in accordance with the terms set forth in Section 3;
 - (ii) in whole or in part, pursuant to Section 17.2.2(b) of the AMSA (Customer Care), BCH shall pay to ABSBC, without duplication, the applicable (1) Transfer Amounts, (2) Demobilization Costs, (3) Stranded Costs and (4) Termination Assistance Fees, all in accordance with the terms set forth in Section 3;
 - (iii) in whole, pursuant to Section 17.2.2(c) of the AMSA (Executive Satisfaction Survey), BCH shall pay to ABS, without duplication, the applicable (1) Termination Fee, (2) Transfer Amounts, (3) Reduced Profit Component, (4) Demobilization Costs, (5)

Stranded Costs and (6) Termination Assistance Fees, all in accordance with the terms set forth in Section 3;

- (iv) in whole or in part, pursuant to Section 17.2.3 of the AMSA (Benchmarking Dispute), BCH shall pay to ABSBC, without duplication, the applicable (1) Transfer Amounts, (2) Stranded Costs, (3) Demobilization Costs and (4) Termination Assistance Fees, all in accordance with the terms set forth in Section 3, *provided that* if BCH terminates the AMSA in part in respect of Service Categories, the applicable Termination Assistance Fees shall be calculated on a pro rata and Service Category basis;
- (v) for cause, in whole or in part (as the case may be), pursuant to the following Sections of the AMSA:
 - a) Section 17.1(a) (ABSBC Material Breach);
 - b) Section 17.1(d) (Cross Default);
 - c) **[Redacted]**;
 - d) **[Redacted]**;
 - e) Section 17.3 (Termination for Insolvency),

BCH shall pay to ABSBC, without duplication, the applicable (1) Transfer Amounts and (2) Termination Assistance Fees, all in accordance with the terms set forth in Section 3; or

- (vi) for a Force Majeure Event pursuant to Section 19.1(b) of the AMSA, BCH shall pay to ABSBC those portions of the (1) Termination Fee, (2) Transfer Amounts, (3) Demobilization Costs, (4) Stranded Costs and (5) Termination Assistance Fees applicable to the terminated Services, all in accordance with the terms set forth in Section 3.

(b) *Termination by ABSBC.* In connection with any termination of the AMSA by ABSBC,

- (i) for cause, in whole, pursuant to the following Sections of the AMSA:
 - a) Section 17.1(b) (BCH Material Breach);
 - b) Section 17.1(c) (BCH Failure to Pay Charges);
 - c) Section 17.1(d) (Cross-Default); or

d) Section 17.3 (Termination for Insolvency),

BCH shall pay to ABSBC, without duplication, the applicable (1) Termination Fee, (2) Transfer Amounts, (3) Full Profit Component, (4) Demobilization Costs, (5) Stranded Costs and (6) Termination Assistance Fees, all in accordance with the terms set forth in Section 3 below; or

- (ii) for cause, in whole, pursuant to Section 17.1(g) of the AMSA (BCH Legal Capacity), BCH shall pay to ABSBC, without duplication, the applicable (1) Termination Fee, (2) Transfer Amounts, (3) Demobilization Costs, (4) Stranded Costs and (5) Termination Assistance Fees, all in accordance with the terms set forth in Section 3 below.
- (c) *Termination as a result of a Minimum Threshold Event.* In connection with any partial termination of the AMSA pursuant to Section 17.2.5 of the AMSA (Minimum Threshold Event), BCH shall pay to ABSBC, without duplication, the applicable (1) Termination Fee, (2) Transfer Amounts, (3) Full Profit Component, (4) Demobilization Costs, (5) Stranded Costs and (6) Termination Assistance Fees, all in accordance with the terms set forth in Section 3 below.
- (d) *Expiration of the AMSA.* Upon expiration of the Agreement Term, BCH shall pay to ABSBC, without duplication, the applicable (1) Transfer Amounts and (2) Termination Assistance Fees in accordance with the terms set forth in Section 3 below.
- (e) The payment of any amounts under this Schedule 17.4(a) will not constitute liquidated damages for any claim for breach of the AMSA and, subject to the limitations of Article XVI of the AMSA, each Party will have such other rights and claims for damages against the other Party as provided under applicable law, subject to the limitation set forth in Section 17.4(b) of the AMSA.
- (f) In connection with the termination of the whole of the IT Application Development Discretionary Service Domain (an “**ITAD Termination**”), and in accordance with the terms set forth in Section 3 below, BCH shall also pay to ABSBC, without duplication, an amount equal to the Unutilized Original Offset Payment multiplied by the Offset Reduction Ratio (the “**ITAD Termination Charge**”). For the purposes of this AMSA, “**Unutilized Original Offset Payment**” means that portion of the Original Offset Payment that, as of an ITAD Termination, BCH has neither paid, nor set-off or applied pursuant to Section 3(a)(iii) below, and “**Offset Reduction Ratio**” means an amount determined by application of the following equation:

$$1 - (A / (B-C))$$

Where:

- A = the aggregate Service Charges in respect of the IT Application Development Discretionary Service Domain that the Parties (acting reasonably) estimate would have accrued in the Contract Year in which an ITAD Termination occurred;
- B = the forecasted total annual spend for In-Scope Services in the Contract Year in which an ITAD Termination occurred (as set forth at Attachment A to Schedule 10.1 of the AMSA); and
- C = the forecasted aggregate TPC Service Charges in the Contract Year in which an ITAD Termination occurred (as set forth at Attachment A to Schedule 10.1 of the AMSA).

3. *Payment Terms of Termination Amounts.*

(a) *Amounts Due Upon Termination or Expiration.*

- (i) On or before the effective date of any expiration or termination of the AMSA, in whole or in part, ABSBC shall invoice, and BCH shall pay, the following:
 - a) all amounts due and payable for Services subject to termination or expiration for which ABSBC has not yet been paid; and
 - b) all amounts, if any, due and payable for Termination Assistance Services (determined in accordance with Schedule 17.5) provided up to the effective date of termination or expiration of the AMSA or the applicable Service Category.
- (ii) In addition to the amounts invoiced pursuant to subparagraph (i) above and if applicable pursuant to Section 2 of this Schedule 17.4(a), but subject to sub-paragraph (iii) below, ABSBC shall invoice, and BCH shall pay, the following:
 - a) the applicable Full Profit Component or Reduced Profit Component (as the case may be) and Termination Fee set forth on Attachments A and B, respectively;
 - b) those portions of the Demobilization Charges, the Stranded Costs and the Transfer Amounts determinable on such date;

- c) the ITAD Termination Charge, provided that the ITAD Termination Charge shall be payable by BCH to ABSBC in monthly instalments through to the end of the Agreement Term in the same manner and proportion as would have applied to the Unutilized Original Offset Payments had the ITAD Termination not occurred.
- (iii) Whenever BCH is required pursuant to Section 2 of this Schedule 17.4(a) to pay any Full Profit Component, Reduced Profit Component and/or Termination Fee (collectively the “**Aggregate Termination Amount**”) as a result of any termination in whole or in part (whether as a result of the termination of the AMSA in whole or in part) of any of the In-Scope Services that comprise the IT Service Category (as described at Schedule 4.2, but excluding the IT Application Development and IT Application Sustainment Discretionary Service Domains) and/or any of the In-Scope Services described at items 320 to 415 of Attachment E to Schedule 4.2 (payroll services), then BCH shall be entitled to an offset against or a reduction in such Aggregate Termination Amount, calculated as follows:
- a) Either (x) prior to an ITAD Termination, the Original Offset Payment or (y) upon and following an ITAD Termination, the ITAD Termination Charge and the unused Original Offset Payment that BCH has paid to ABSBC as of the ITAD Termination (together, the “**Adjusted Offset Payment**”), shall be applied on a dollar-for-dollar basis to set-off against any Aggregate Termination Amount from time to time as follows:
 - (1) prior to the payment of any portion of an Aggregate Termination Amount, ABSBC shall apply the portion of the Original Offset Payment or Adjusted Offset Payment (as the case may be) already paid by BCH (if any) against that unpaid portion of the Aggregate Termination Amount in the following order of priority: first to reduce any resultant Full Profit Component and/or Reduced Profit Component, and second, to reduce any resultant Termination Fee; and
 - (2) if at any time some part of an Aggregate Termination Amount has not been offset by the procedure in subparagraph (1) above (such part, the “**Remaining Aggregate Termination Amount**”), ABSBC shall apply such Remaining Aggregate Termination Amount against any unused Original

Offset Payment or ITAD Termination Charge (as the case may be) in the following manner:

- (x) BCH shall be released at that time from its obligation to pay ABSBC that portion of the unused Original Offset Payment or ITAD Termination Charge (as the case may be) that is equal to the lesser of **(i)** the total unused Original Offset Payment or ITAD Termination Charge (as the case may be), and **(ii)** the Remaining Aggregate Termination Amount; and
- (y) such release shall be applied in the following order of priority: first to reduce any then payable unused Original Offset Payment or ITAD Termination Charge (as the case may be), and second to reduce each subsequently arising unused Original Offset Payment or ITAD Termination Charge (as the case may be);

and the Parties shall promptly revise Attachment A to Schedule 10.1 as necessary to reflect the release of unused Original Offset Payment (as the case may be) arising pursuant to sub-paragraph (2) above through the adoption of a Change Order described at Section 8.12(d) of the AMSA.

- b) For greater clarity, any Original Offset Payment or Adjusted Offset Payment (as the case may be) remaining after a set-off is made under sub-paragraphs (1) or (2) above shall continue to be available for application and set-off against BCH obligations to pay any future Aggregate Termination Amount as provided under this Section 3(a)(iii).
- c) The Parties shall use reasonable commercial efforts to mitigate any other termination amounts owing by BCH (if any) under this AMSA as a consequence of such termination.
- d) By way of illustrative example only, Attachment C sets forth the manner in which the set-off procedure described in subparagraph a) above would operate.

- e) Notwithstanding anything to the contrary in this AMSA, if the AMSA is terminated in whole, BCH shall be released from its obligation to pay any then unpaid ITAD Termination Charge to ABSBC, and BCH shall not be permitted to apply any portion of the then unpaid ITAD Termination Charge to offset any Aggregate Termination Amount. For the avoidance of doubt, any such termination shall not affect BCH's right to apply any then paid ITAD Termination Charge to setoff any Aggregate Termination Amount as provided under Section 3(a)(iii)a).
- (b) *Amounts Due Following Termination or Expiration.*
- (i) On or before the expiration of each 30-day period following the effective date of any expiration or termination of the AMSA, in whole or in part, ABSBC shall invoice, and BCH shall pay, the following:
 - a) all amounts due and payable for Services subject to termination or expiration for which ABSBC has not yet been paid; and
 - b) all amounts, if any, due and payable for Termination Assistance Services (determined in accordance with Schedule 17.5) provided after the effective date of termination or expiration of the AMSA or the applicable Service Category; and
 - (ii) In addition to the amounts invoiced pursuant to subparagraph (i) above and if applicable pursuant to Section 2 of this Schedule 17.4(a), ABSBC shall invoice, and BCH shall pay those portions of the Demobilization Charges, Stranded Costs and Transfer Amounts then determinable and for which ABSBC has not yet been paid.
 - (iii) If the AMSA is terminated by ABSBC pursuant to any Section of the AMSA referenced in Section 2(b) of this Schedule 17.4(a), in advance of each one-month period during which ABSBC may provide Services (including Termination Assistance Services) to BCH after the effective date of termination, BCH shall prepay to ABSBC an amount equal to ABSBC's good faith estimate of the amounts described in Section 3(b)(i) above that will be incurred during such period. Upon the expiration of each one-month period (or if earlier, the expiration of such Services), (x) if the actual amount of the charges for such Services exceeds the amount prepaid by BCH, then ABSBC shall invoice BCH, and BCH shall pay, such excess and (y) if the actual amount of the charges for such Services is less than the amount prepaid by BCH, then

ABSBC shall credit such difference to BCH for the immediately succeeding month (or in the case of the expiration of the Services, refund such difference to BCH).

4. *Subrogation Upon Payment of Stranded Costs.* Upon payment of any Stranded Costs, BCH may, at its option, assume and become liable for the investments and contractual obligations that ABSBC may have theretofore in good faith undertaken or incurred with BCH's prior approval in connection with the AMSA and BCH shall thereupon be entitled to all rights, setoffs, subrogations and benefits held by ABSBC under or in connection with such investments and contractual obligations; *provided, however,* that ABSBC shall use commercially reasonable efforts, where possible, to transfer, assign, license or sublicense to BCH any such investment or contractual obligation. ABSBC, as a condition to receiving payment for the Stranded Costs, shall execute such documentation and take such other reasonable actions as may be necessary to vest in BCH such rights, setoffs, subrogations and benefits.
5. *Mitigation of Demobilization Costs.* Each Party shall use reasonable commercial efforts to mitigate the incursion of Demobilization Costs.
6. *Reduction of Profit-Component.* Immediately following any partial termination of this AMSA pursuant to Article XVII of the AMSA, each of Tables 1 and 2 of Attachment A hereto shall be automatically adjusted such that the "Lost Profit" amounts associated with each Contract Year from and including the Contract Year in which the termination occurred (the "**Termination Contract Year**") is reduced by an amount equal to (a) the "Lost Profit" multiplied by (b) the aggregate Service Charge in respect of the terminated Services that the Parties (acting reasonably) estimate would have accrued in the Termination Contract Year, had the termination not occurred, divided by the forecasted total annual spend for the In-Scope Services in the Termination Contract Year (as set forth at Attachment A to Schedule 10.1 of the AMSA).

PROFIT COMPONENT

[Redacted]

TERMINATION FEE

[Redacted]

SAMPLE OFFSET PAYMENT CALCULATION

[Redacted]