

SCHEDULE 17.5

TERMINATION ASSISTANCE SERVICES

This Schedule 17.5 is an appendix to the AMSA, and sets forth additional terms and conditions with respect to the Termination Assistance Services to be provided by Accenture upon termination or expiration of the AMSA.

1. *Definitions.* The following terms shall have the meanings set forth below solely for purposes of this Schedule 17.5. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the AMSA.
 - (a) “**Primarily Dedicated**” means, with respect to any asset, that (as measured by capacity) is at least 75% used by ABSBC or an Affiliate to provide In-Scope Services to BCH.
 - (b) “**Termination Assistance Fee**” shall have the meaning set forth in Section 5(e).
 - (c) “**Termination Management Team**” shall have the meaning set forth in Section 2(a) below.
 - (d) “**Transition-Out Plan**” shall have the meaning set forth in Section 2(b).
 - (e) “**Transferred Equipment**” shall have the meaning set forth in Section 4(b) below.
 - (f) “**Transferred Software**” shall have the meaning set forth in Section 4(a) below.
 - (g) “**Transferred Third-Party Agreements**” shall have the meaning set forth in Section 4(c) below.
2. *Termination Management Team.*
 - (a) Promptly after the commencement of the Termination Assistance Period in respect of any termination of the AMSA pursuant to Article XVII or Section 19.1(c) thereunder, BCH and ABSBC shall establish a termination management team comprised of one or more representatives of each Party, including representatives from any designee of BCH (the “**Termination Management Team**”).
 - (b) The Termination Management Team shall assist BCH and its designee, if applicable, in developing and implementing a plan for the transition of all the Services under the AMSA or those Services comprising a Service Category, as applicable, from ABSBC to BCH or its designee (the “**Transition-Out Plan**”). Such Transition-Out Plan shall be completed no

later than the six-month anniversary of the commencement of the Termination Assistance Period and shall include without limitation:

- (i) the identification of the applicable Services and related positions or functions that require transition and a schedule, plan and procedures for BCH and its designee, if applicable, assuming or reassuming responsibility therefor;
 - (ii) documentation of existing and planned projects and support activities;
 - (iii) a schedule and plan for ABSBC's return to BCH of (i) the BCH Service Locations then occupied by ABSBC, (ii) the BCH Service Location Items previously provided by BCH to ABSBC and (iii) BCH Confidential Information, BCH Data, documents, records, files, tapes and disks in ABSBC's possession, in each case, with respect to the terminated Services;
 - (iv) identification of significant potential risk factors relating to the transition of the applicable Services and descriptions of plans and contingencies designed to mitigate the identified risks; and
 - (v) a schedule and plan for notifying applicable third party vendors of the procedures to be followed during the Termination Assistance Period.
3. *Termination Assistance Services.* During the Termination Assistance Period, ABSBC shall provide to BCH, or at BCH's request to BCH's designee such reasonable cooperation, assistance and services identified in the Transition-Out Plan.
4. *Transfer of Resources.* Upon the effective date of expiration or termination of this AMSA, in part or in whole, pursuant to Article XVII or Section 19.1 and the payment by BCH of all amounts required pursuant to Schedule 17.4(a), the Parties shall effect the following:
- (a) *Assignment of Software Licenses.* ABSBC will use commercially reasonable efforts to assist BCH in obtaining those licenses with third party vendors of the systems and application software (i) used by ABSBC to provide the In-Scope Services to BCH on the effective date of termination or expiration, (ii) necessary for the continued performance of the In-Scope Services (or that part of the In-Scope Services that are to be terminated) and (iii) selected by BCH pursuant to advance written notice to ABSBC (collectively, the "***Transferred Software***"). BCH will be financially responsible for all fees related to the transfer of any such licenses. If ABSBC transfers or assigns any Transferred Software to BCH, the Parties will execute and deliver such assignment and assumption agreements as may be necessary for (i) the transfer and assignment to

BCH of ABSBC's interests in such Transferred Software, and (ii) BCH's assumption of and, to the extent reasonably attainable, the release of ABSBC from its obligations accruing under the applicable license agreements from and after the date of such assignment. Upon such transfer and assignment, BCH shall pay the applicable Transfer Amounts in accordance with Schedule 17.4(a).

- (b) *Transfer of Equipment.* With respect to equipment that is (i) Primarily Dedicated to the performance of the In-Scope Services on the effective date of termination or expiration and (ii) selected by BCH pursuant to advance written notice to ABSBC (collectively, the “**Transferred Equipment**”), ABSBC will use commercially reasonable efforts to transfer to BCH or its designee, and BCH or such designee shall assume, (x) such Transferred Equipment and (y) ABSBC's rights under all leases to such Transferred Equipment leased by ABSBC. BCH will be financially responsible for all Consents required for any such transfer. The Parties will execute and deliver such bills of sale and assignment and assumption agreements as may be necessary for (i) the transfer and assignment to BCH of ABSBC's interests in such Transferred Equipment, and (ii) BCH's assumption of and, to the extent reasonably attainable, the release of ABSBC from its obligations accruing under the applicable lease agreements from and after the date of such assignment. Transferred Equipment transferred under this paragraph (b) will be on an “as is, where is” basis, with no warranties except warranty of title free and clear of liens and encumbrances. Upon such transfer, BCH shall pay the applicable Transfer Amounts in accordance with Schedule 17.4(a).
- (c) *Transfer of Other Third-Party Agreements.* With respect to agreements between ABSBC and third parties for goods or services (i) dedicated to the performance of the In-Scope Services on the effective date of termination or expiration, other than software licenses and equipment leases subject to paragraphs (a) and (b) above, respectively, and (ii) selected by BCH pursuant to advance written notice to ABSBC (collectively, the “**Transferred Third-Party Agreements**”), ABSBC will use commercially reasonable efforts to assign to BCH or its designee, and BCH or such designee shall assume, ABSBC's rights under such Transferred Third-Party Agreements. BCH will be financially responsible for all Consents required for any such transfer. The Parties will execute and deliver such assignment and assumption agreements as may be necessary for (i) the transfer and assignment to BCH of ABSBC's interests in such Transferred Third Party Agreements, and (ii) BCH's assumption of and, to the extent reasonably attainable, the release of ABSBC from its obligations accruing under such Transferred Third Party Agreements from and after the date of such assignment. Upon such transfer and assignment, BCH shall pay the applicable Transfer Amounts in accordance with Schedule 17.4(a).

5. *Continuation of Services; Compensation to ABSBC.*
 - (a) During the Termination Assistance Period or as otherwise provided in the AMSA, ABSBC will continue providing the Services being provided by ABSBC immediately prior to the commencement of the Termination Assistance Period, and BCH will continue to compensate ABSBC therefor in accordance with the AMSA.
 - (b) If ABSBC is required to utilize personnel or other resources to perform Termination Assistance Services that result in increased material costs, individually or in the aggregate, then the Parties shall mutually agree on the amounts payable by BCH in respect of such increased costs.
 - (c) ABSBC will not be required to provide any Termination Assistance Services if BCH has not timely paid the amounts required under Schedule 17.4(a).
 - (d) BCH may reallocate ABSBC resources then being used to provide the Services to the provision of Termination Assistance Services, *provided* that to the extent that the reallocation adversely affects the ability of ABSBC to meet Service Levels, the applicable Service Level Demerits will not apply for such period.
 - (e) In connection with the Termination Assistance Services, BCH will be responsible for (i) the costs agreed to by the Parties pursuant to subparagraph (b) above, (ii) costs reasonably incurred in connection with BCH reclaiming assets, (iii) the out-of-pocket travel and travel-related expenses reasonably incurred for ABSBC personnel required to travel to the BCH or BCH-designated site, and (iv) all transfer and similar charges payable to third parties in connection with the legal, physical or electronic transfer of BCH's data and BCH software including applicable taxes ((i) through (iv) collectively, the "Termination Assistance Fees").
6. *Rights Upon Termination.* Except as may otherwise be expressly agreed in writing by the Parties, ABSBC will not be required to maintain, correct any defects to, or provide any upgrades for the Work Product or the Embedded ABSBC Software to be licensed on termination or expiration to BCH or Newco; *provided, however*, that if ABSBC is then making maintenance available to other customers with respect to such items of Work Product or Embedded ABSBC Software, then ABSBC will offer maintenance with respect to such item to BCH on commercially reasonable terms and conditions.
7. *Confidentiality.* Notwithstanding anything to the contrary in this AMSA, ABSBC will not be required to disclose any of its proprietary information, whether in the nature of a trade secret, software or otherwise, to any alternative third-party service provider except to the extent that BCH is entitled to such information pursuant to the provisions of this AMSA. Prior to providing any Termination

Assistance Services to any alternative third-party service provider, BCH will cause such third-party service provider to provide ABSBC with written assurances, in form and substance reasonably satisfactory to ABSBC, that the third-party service provider (i) will maintain at all times the confidentiality of any ABSBC proprietary information disclosed or provided to, or learned by, the third-party service provider in connection therewith and (ii) will use such information solely for the purposes for which BCH is authorized to use such information pursuant to this AMSA.

8. *Exception to Nonsolicitation.* In connection with any expiration or termination of this AMSA and notwithstanding the provisions of Section 9.3 of the AMSA, BCH may solicit during the Termination Assistance Period the employment of employees of ABSBC who are then primarily dedicated to providing the Services to BCH pursuant to this AMSA immediately prior to the commencement of the Termination Assistance Period; *provided, however*, that without ABSBC's prior written consent (which consent may be withheld in ABSBC's sole discretion) the effective date of any such employment by BCH of ABSBC employees shall not precede the expiration of the Termination Assistance Period. In such event, BCH shall have reasonable access to such employees for interviews and recruitment, *provided* that such activities do not in any way disrupt ABSBC's business operations. ABSBC shall waive its rights, if any, under employment or other contracts restricting such employees' ability to be recruited or employed by BCH. In the event BCH hires the majority of the primarily dedicated employees upon any termination, the Parties will discuss the allocation of certain customary employee obligations regarding such hires, such allocation to be generally consistent with the allocation of employee obligations set forth in the Master Transfer Agreement, in respect of the initial transfer of employees from BCH to ABSBC.