

REFRESH PRINCIPLES

This Schedule 6.7 is an appendix to the AMSA, and sets forth the categories of “in-scope” Assets used to provide the Services to BCH under the AMSA and the corresponding administrative responsibilities applicable to the refresh of such Assets. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the AMSA.

I. Definitions.

“**ABSBC End-User Hardware**” means the End-User Hardware initially owned by Newco (i) and made available for use by ABSBC in accordance with the Limited Partnership Agreement to provide Services to BCH and (ii) which ABSBC will Refresh during the Agreement Term.

“**Newco Infrastructure Hardware**” means the Hardware used to provide infrastructure or application support services, including network equipment, servers, network attached storage and other storage devices and mainframes initially owned by Newco (i) made available for use by ABSBC in accordance with the Limited Partnership Agreement to support the provision of Services and (ii) which ABSBC will Refresh during the Agreement Term.

“**BCH End-User Hardware**” means the End-User Hardware initially owned by BCH or Newco (i) to be used exclusively by BCH personnel and (ii) which ABSBC will Refresh during the Agreement Term.

“**End-User Hardware**” means the Hardware used on an individual, end-user basis, including personal computers (desktops and laptops) and printers. End-User Hardware shall also include incidental software customarily provided with such Hardware.

“**Initial Hardware**” means the Newco Infrastructure Hardware, the BCH End-User Hardware and the ABSBC End-User Hardware in existence as of the Service Commencement Date.

“**New Hardware**” means the additional Hardware required pursuant to (i) the provision of New Services or (ii) increases in the volume of Services provided under the AMSA, and the acquisition of which has been approved by BCH pursuant to the AMSA.

“**Software Tools**” means software listed in Attachment C, and such other software that the Parties mutually agree in writing constitutes a Software Tool.

II. Hardware Refresh

2.1 Attachment A sets forth the following for each category of Initial Hardware:

- (i) the Party primarily/secondarily responsible for governance decisions (as allocated in accordance with Section 8.6 of the AMSA) (“**Govern**”);

- (ii) the Party which holds legal title to the items of Hardware in such category (“**Title**”);
- (iii) the Party responsible for the capital acquisition obligations with respect to such category of Hardware (“**Capital**”), which for the avoidance of doubt does not include installation or setup costs;
- (iv) the primary user of such category of Hardware (“**Use**”);
- (v) the Party responsible for the operational management and maintenance of such category of Hardware, either through the direct provision of operational management and maintenance activities or the payment obligations to third parties for the same (“**Maintain**”); and
- (vi) whether items in such category of Hardware may be used for the benefit of parties other than BCH and its Affiliates upon BCH’s prior consent (“**Sharable**”).

2.2 From time to time during the Agreement Term and as agreed to by the Parties, ABSBC shall update or replace (“**Refresh**”) specific items of Hardware in accordance with the Refresh Forecast (as set forth in Sections 8.6 and 8.7(e) of the AMSA). Following Refresh of each item of ABSBC End-User Hardware, BCH End-User Hardware or Newco Infrastructure Hardware, the classifications set forth in Attachment B will apply to such new item. In addition, Attachment B shall govern each item of New Hardware provided by ABSBC, Newco or BCH during the Agreement Term.

2.3 **[Redacted]**

III. Software Refresh

3.1 For greater certainty, but subject to Article IV below, ABSBC shall not be responsible for the Refresh of Newco-Licensed Software or BCH-Licensed Software, including payments under any third party software maintenance agreement, unless (i) included as part of the Base Service Charges or (ii) included within the scope of Discretionary Services pursuant to any IT project work.

3.2 ABSBC shall have the Refresh obligations with respect to any additional software required by ABSBC in connection with any New Service (collectively, “**New Software**”) as determined by the Parties at the time such New Service is approved. Unless otherwise agreed by the Parties, BCH shall be responsible for the payment of all amounts associated with the procurement of New Software.

IV. Software Tool Refresh

4.1 This Article IV sets forth the terms and conditions that apply to the Refresh of Software Tools. For the purposes of this Schedule 6.7, a Refresh of a Software Tool shall mean the acquisition, installation and implementation of a new release or upgrade of an existing Software Tool as a replacement for such existing Software Tool (a “**New Release**”).

4.2 Attachment B sets forth the following for the Software Tools:

- (i) the Party primarily/secondarily responsible for governance decisions (as allocated in accordance with Section 8.6 of the AMSA) (“**Govern**”);
- (ii) the Party which holds the licence to the Software Tools (“**Licence**”);
- (iii) the Party responsible for the capital acquisition obligations with respect to the Software Tools (“**Capital**”), which the avoidance of doubt does not include installation or implementation costs;
- (iv) the primary user of the Software Tools (“**Use**”);
- (v) the Party responsible for the installation and implementation of the Software Tools either through the direct provision of operational management activities or the payment obligations to third parties for the same (“**Maintain**”), *provided that* the allocation of the installation and implementation costs associated with such tasks as between ABSBC and BCH are as further described in this Article IV; and
- (vi) whether the Software Tools may be used for the benefit of parties other than BCH and its Affiliates upon BCH’s prior consent (“**Sharable**”).

4.3 From time to time during the Agreement Term and as agreed to by the Parties, ABSBC shall Refresh specific Software Tools in accordance with the Refresh Forecast (as set forth in Sections 8.6 and 8.7(e) of the AMSA).

4.4 **[Redacted]**

- (i) **[Redacted]**
- (ii) **[Redacted]**

4.5 **[Redacted]**

- (i) **[Redacted]**
 - (A) **[Redacted]**
 - (B) **[Redacted]**
- (ii) **[Redacted]**

4.6 The Refresh of a Software Tool shall be performed other than in accordance with a Refresh Forecast only in the following circumstances:

- (i) if requested in writing by BCH (a “**BCH Requested Refresh**”);
- (ii) if requested in writing by ABSBC (an “**ABSBC Requested Refresh**”); or

(iii) if the Parties agree in writing that a Refresh is required on account of the action or inaction of the vendor of the Software Tool (a “*Vendor Required Refresh*”).

4.7 [Redacted]

(i) [Redacted]

(ii) [Redacted]

4.8 [Redacted]

(i) [Redacted]

(ii) [Redacted]

4.9 [Redacted]

(i) [Redacted]

(ii) [Redacted]

(iii) [Redacted]

(A) [Redacted]

(B) [Redacted]

4.10 For the duration of the Agreement Term, ABSBC shall promptly credit to BCH all cost savings realized by ABSBC as a result of the Refresh of a Software Tool pursuant to Sections 4.9 (but only where the applicable New Release has functionality that is more than substantially equivalent to the existing Software Tool), 4.5 and 4.7 (the “*Software Tool Cost Savings*”), and promptly following the conclusion of each Contract Year shall provide to BCH a written summary of the Software Tool Cost Savings realized in that Contract Year.

4.11 For the avoidance of doubt, nothing in Section 4.2 above shall be interpreted to affect BCH’s obligations with respect to the payment of TPC Service Charges as set forth in Schedule 10.1 to the AMSA.

4.12 [Redacted]

INITIAL HARDWARE

[Redacted]

REFRESH HARDWARE

[Redacted]

LIST OF SOFTWARE TOOLS

[Redacted]