REQUEST FOR CONTRACT UPDATE #2

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Iron Brick Associates LLC (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159124 for OMNIA Partners: Cloud Solutions for HR, Finance and Planning (Contract Title) on this date 11/18/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

One Source Virtual (OSV)- is a leading Workday partner delivering Payroll products and solutions to many Workday customers. OSV focuses ENTIRELY on Workday's customer base and will help SLED organizations streamline their payroll process and requirements and lower their TCO via improved efficiencies and expertise around Payroll, taxes, garnishments, etc...OSV is a critical go-to-market partner within the Workday ecosystem.

SymPro- offers industry-leading software solutions for public sector Treasury Management. SymPro's software products address Cash, Debt and Investment management requirements and integrate seamlessly with Workday. Treasury Management is a critical requirement within public sector finance organizations and SymPro is a leading Treasury Management provider within the Workday eco-system.

Iron Brick Associates LLC

Vendor Name

Zebulon Mellett

Submitted By

11/18/25

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:
Emily Jeffrey
3EB6E70707547B...

11/21/2025 | 11:25 AM PST

Signature

Date

Supplier Name _____ Contract # _____
Contract Title _____

Supplier Name: Iron Brick Associates LLC Contract # 159124_
Contract Title: OMNIA Partners: Cloud Solutions for HR, Finance and Planning

Manufacturer	Discount off List	Website	Summary of Offering and How it falls within the Scope
One Source Virtual	provided at the order level	https://www.onesourcevirtual.com/	One Source Virtual (OSV)- is a leading Workday partner delivering Payroll products and solutions to many Workday customers. OSV focuses ENTIRELY on Workday's customer base and will help SLED organizations streamline their payroll process and requirements to lower their TCO via improved efficiencies and expertise around Payroll, taxes, garnishments, etc...OSV is a critical go-to-market partner within the Workday ecosystem.
SymPro	provided at the order level	https://sympro.com/products/	SymPro- offers industry-leading software solutions for public sector Treasury Management. SymPro's software products address Cash, Debt and Investment management requirements and integrate seamlessly with Workday. Treasury Management is a critical requirement within public sector finance organizations and SymPro is a leading Treasury Management provider within the Workday eco-system.

SymPro TREASURY MANAGEMENT SOLUTIONS

Service Level Agreement

Application Support

Our Support and Maintenance Plan is included in our annual SaaS fee. Services provided include:

- Priority service from technical support representatives
- Access to all SymPro upgrades released within the year
- SymPro Users Web Trainings

Tele-consultation
SymPro provides unlimited telephone support in the following areas:

- Loading and configuring of SymPro software
- Operational questions, including questions regarding standard SymPro reports

Data entry support for all Investment types supported within SymPro, including:

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- Negotiable Certificates of Deposits
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Data entry support for all debt types supported within SymPro, including:

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Severity Level	Description	Response Time	Duration
Critical	Issues that have halted general operations, client is down.	Time to respond is 1 – 2 business hours	1 Business Day >90%
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Low	Issues that do not affect general operations and there may be an acceptable workaround.	Time to respond is 1 – 3 business days	1-2 Weeks >80%

For general information inquiries, responses could take up to 24 hours to receive an answer depending on call volume. The product support team has initial access to this information, and they can pass information along to sales, marketing, or corporate management if necessary.

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Clients access through supported web browsers on desktop or tablet devices. Supported browsers include the latest two versions of:

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- Google Chrome

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SymPro uses Microsoft Identity on .NET Core with a flexible hybrid authentication model.
Users may authenticate via:

- Custom credentials (registered within the application and securely stored in an Azure SQL database)
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Each user is assigned custom roles and permissions that are client-specific and securely stored in the application database. Multi-Factor Authentication (MFA) via SMS is available to provide enhanced account security (for an additional fee).The application is hosted on **Azure App Service**, utilizing:

- Deployment slots for staging and production environments
- Autoscaling to support demand-based resource allocation
- Built-in high availability

Compute
SymPro's compute infrastructure leverages Azure App Service at the Standard/Premium tier.

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SymPro utilizes Azure SQL Database with automated daily backups configured. Geo-redundant storage is included in the backup strategy for enhanced data resilience. Expansion to **Azure Site Recovery** is planned to provide additional disaster recovery capabilities.

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Custom alerts and dashboards are used to monitor breaches or anomalies.

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- **Black Duck** is used to scan for vulnerabilities in open-source components and manage dependency risks
- Azure-native security services include:
    - **Azure Defender for App Service**
    - **Microsoft Defender for Cloud**
- All user connections are encrypted with HTTPS
- Secure, token-based authentication is enforced for all user sessions

SymPro TREASURY MANAGEMENT SOLUTIONS

SYMPRO SAAS AGREEMENT

This Agreement is entered into on the date set forth below, by and between SymPro Inc. having its principal place of business at 3675 Mt. Diablo Blvd., Suite #280, Lafayette, CA 94549 (hereinafter SymPro); and _ having its principal place of business at (hereinafter Licensee).

1. **LICENSED SOFTWARE**

1.1. SymPro grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Exhibit A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"). The license is solely for Licensee's own use for its internal data processing operations and delivered to Licensee in an SymPro provided hosted environment (SaaS), purchased and delivered hereunder.

2. **PROPRIETARY INFORMATION & NON-DISCLOSURE**

2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to SymPro or to the principals for whom SymPro is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with SymPro or its principal.

2.2. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by SymPro, without the prior written consent of SymPro. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.

2.3. In the event of Licensee's breach of this Article, as determined by SymPro, SymPro shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. **PAYMENT TERMS**

3.1. Licensee agrees to pay 100% of SymPro the price of the SaaS Fees by paying the first full annual payment as outlined in Exhibit A of this Agreement. Licensee agrees to pay 100% of subsequent years 30-days in advance, prior to the anniversary of the initial due date, which shall be effective the first of the month following the date of the initial execution date of this Agreement.

3.2. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by SymPro.

3.3. All amounts are due and payable within thirty calendar days of SymPro' invoice, and all amounts shall be in US dollars unless otherwise noted. SymPro accepts all major credit cards. A 3% convenience fee will be charged on processed items.

3.4. SymPro shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. SymPro shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third-party collection or legal costs incurred by SymPro as a result of additional collection efforts. Finally, SymPro reserves the right to cancel Licensee's license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of $10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.

3.5. In addition to any penalties that may be charged, SymPro reserves to right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.

3.6 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by SymPro to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.

3.7 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide SymPro with a Certificate of Exemption upon request.

4. **WARRANTY**

4.1. SymPro warrants that it is the owner of the Licensed Software and Documentation and that SymPro has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. SymPro further warrants that no portion of the Licensed Software or Documentation infringes on the intellectual property rights of any third party. SymPro will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Licensed Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. SymPro shall have the right to direct

the defense strategy and to select their legal representation. The affected Indemnitee, however, shall give SymPro prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.

4.2. SymPro warrants that the Software will be free from defects in material and workmanship and shall substantially comply with SymPro' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.

4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that SymPro shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. SymPro shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than SymPro' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which SymPro has no control.

4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by SymPro, unless such repairs were performed with the prior written consent of SymPro.

4.5. SymPro warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and SymPro shall correct all Services not so performed if brought to SymPro' attention in writing within the warranty period.

4.6. SymPro provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1. SymPro shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of SymPro or SymPro' employees, agents or subcontractors. Liability of SymPro for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall SymPro be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if SymPro has been advised of the possibility of such damages.

6. AGREEMENT

6.1. The Agreement between Licensee and SymPro consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Exhibits.

6.1.2. SymPro' proposal, hereinafter referred to as Exhibit A, License and Service Fees.

7. SUPPORT

7.1. SymPro shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least Sixty (60) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS Fees are based on a 3-year term. If for any reason Licensee cancels within the first five years, the balance of the remaining 3 years of SaaS Fees will be due immediately upon termination (the "Early Termination Fee").

7.2. The prices of this agreement are according to Exhibit A, License and Service Fees. Thereafter, SymPro shall be entitled to increase its fees for SaaS upon sixty (60) days prior written notice to Licensee.

7.3. SymPro agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. SymPro agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation.

7.4. SymPro is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.5. **Standard Support** means the following services shall be provided by SymPro to Licensee at no additional cost to Licensee:

7.5.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.5.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

8. **RESPONSIBILITIES OF LICENSEE**

8.1. **Request for Service.** At any time, Licensee may report its request for service using SymPro' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from SymPro.

8.2. **Standard Required Information.** When contacting SymPro for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for SymPro to properly respond to a request for service. Licensee is responsible for notifying SymPro of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

8.3. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to SymPro.

9. **GENERAL**

9.1. Site Location: The Equipment and Software shall be located at the following address: SymPro Microsoft Azure Hosting Site.

9.2. Assignment: The rights under this Agreement shall not be assigned by Licensee without the written consent of SymPro.

9.3. Complete Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.

9.4. Modification: This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.

9.5. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.6. Waivers: Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9.7. Arbitration: All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented by the Computer Guide, if then in existence. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall jointly request the American Arbitration Association to submit a panel of three arbitrators, each of which is listed on the Computer Arbitration Panel and at least one of which shall be an attorney in good standing.

9.8. Force Majeure: In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.

9.9. Notices: All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.

9.10. Jurisdiction: The parties agree that this Agreement will be entered into in the State of Michigan, that both parties are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.

9.11. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be

deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives, the later of such dates shall be the “Effective Date”.

SymPro Inc.	Licensee : _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
to
SYMPRO SOFTWARE AGREEMENT
By and Between
SymPro Software. and _____
Effective Date _____

1. **SaaS Licensed Software:**

2. **Authorized Users:** 3 user licenses

3. **SaaS and Service Fees:**
   a. SaaS and Service Fees:

   Total SaaS Fee
   Annual Maintenance and Support Inc

   Setup, Training & Implementation*
   Total Year 1

   * Travel expenses (if necessary) are not included

4. **Payment Schedule:**

   SaaS fees will be invoiced upon execution of this agreement.
   Professional service fees and training will be invoiced as services are performed. They are fixed for the duration of the project outlined in the SOW. Delays instituted by the client may cause adjustments in the costs.

Exhibit B
to
SYMPRO SOFTWARE AGREEMENT
By and Between
SymPro Software and _____
Effective Date _____

Annual Support and Maintenance Plan
The following SymPro Support and Maintenance Plan applies as of the Effective Date. SymPro reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Setup and configuration of client's SymPro SaaS environment
Operational Questions, including standard SymPro reports
Data entry support for all investment types supported within SymPro, including:

Investments
- Certificates of Deposits
- Negotiable Certificates of Deposits
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Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM – Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2) or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide SymPro with a copy of Licensee's data. Licensee agrees to provide SymPro with a copy of their data for the purpose of resolving Licensee's issue and SymPro agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

SymPro TREASURY MANAGEMENT SOLUTIONS

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SymPro TREASURY MANAGEMENT SOLUTIONS
IRONBRICK

SaaS/Subscription Fees- OMNIA

Debt Product

(01/01/25)

Debt Management System	Software License
Debt Module up to 25 issues – Includes 3 Named Users	$18,000/yr.
Debt Module with 25+ issues – Includes 3 Named Users	$36,000/yr.

Add-on's	Software License
General Ledger Interface	$4,800/yr.
Additional User License	$480/yr.
Training 2 days minimum	$2,000/day

3675 Mt. Diablo Blvd, Suite 280, Lafayette, CA 94549
(510) 655-0900

SymPro TREASURY MANAGEMENT SOLUTIONS
IRONBRICK

SaaS/Subscription Fees- OMNIA

Investment Product and Modules

(01/01/25)

Investment Mgmt System	Software License
Fixed Income Product - Portfolios up to $500 million	$24,000/yr.
Fixed Income Product - Portfolios over $500 million	$42,000/yr.

Modules	Software License
General Ledger Module – Creation of journal entries General Ledger Interface - Export to GL system	$4,800/yr.
Earnings Allocation Module Earnings Allocation Activity Import from GL	$4,800/yr.
Custodial Download – Per Custodial Bank	$7,500/yr.
Training 2 days minimum	$2,000/day

System Manager Options	Software License
Additional User License	$480/yr.

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Country	Product Code	Product (SFDC Name)	Based on	OMNIA PPQ-USD	Minimum	Document	Billing Frequency
Finance and Accounting Outsourcing (FAO) Services							
US	AP101	AP Fulfillment/Check Printing (**AP Fulfillment**)	# of transactions	$ 2.40	NA	OF	Monthly
US	AP120	AP Administration Invoice Processing/AP Imaging with Line Items	# of transactions	$ 4.80	NA	OF	Monthly
US	AP121	AP Administration Check Printing	# of transactions	$ 2.40	NA	OF	Monthly
US	AP120	Invoice Pay + Supplier Management	# of invoices	$ -	NA	OF	Monthly
US	AP130	AP Managed Service Invoice Processing	# of transactions	$ 4.20	NA	OF	Monthly
US	SR - PY302	Enablement Services (SR) - OSV Net Pay - Direct Deposits (**Enablement Services (SR) - Net Pay**)	NA	$ 3,000.00	NA	NA	NA
US	AP131	Premium AP	# of invoices	$ 3.60	NA	OF	Monthly
US	AP201	AP Imaging	# of transactions	$ 2.40	NA	OF	Monthly
US	AP210	1099 Printing & Distribution	# of transactions	$ 2.40	NA	OF	Monthly
US	AP211	1099 Enhanced	# of transactions	$ 2.40			
US	AP220	1096 Filing	# of transactions	$ 300.00	NA	OF	Monthly
US	AR101	AR Fulfillment/Invoice Printing (**AR Fulfillment**)	# of transactions	$ 2.40	NA	OF	Monthly
Benefits & COBRA Administration Services							
US	BN101	Benefits Administration	# of benefit-eligible EEs	$ 4.80	NA	OF	Monthly
US	BN102	Benefits Reconciliation	# of benefit-eligible EEs	$ 3.60	NA	OF	Monthly
US	BN203	Benefits - Direct Bill Administration **(Direct Bill Retirees/LOA)**	# of benefit-eligible EEs	$ 1.20	NA	OF	Monthly
US	BN501	Benefits Administration Premium - Decision Support	# of benefit-eligible EEs	$ 6.00	NA	OF	Monthly
US	CB101	COBRA Administration	# of COBRA-eligible EEs	$ 1.20	NA	OF	Monthly
US	CDH101	myFlexSpend - FSA	Per Account per Month	$ 5.40	$400 month	OF	Monthly
US	CDH102	myFlexSpend - HSA	Per Account per Month	$ 5.40	NA	OF	Monthly
US	CDH103	myFlexSpend - Commuter Benefits	Per Account per Month	$ 6.00	NA	OF	Monthly
Equifax Services							
US	OS101	Equifax - Unemployment Claims Admin (**UI Claims Administration**)	Fixed fee per month based on claims history of the previous year.	$ -	NA	OF	Monthly
US	OS102	Equifax - Workplace Verification (**Employment Verification Services**)	# of employees (Enablement fees only.)	$ -	NA	OF	Monthly
Payroll Services							
US	**PY101**	Payroll Administration Premium	# of payments (Per Pay frequency)	$ 3.00	NA	OF	Monthly
US	PY102	Garnishment Administration (**Garnishment Processing/Administration**)	# of Garnishments (Per Pay frequency)	$ 3.60	$425 or PPG per Month (whichever is greater)	OF	Monthly
US	PY321	Garnishment Administration Help Desk - Call Center	Per Garnishment Order	$ 0.60	$500 per Month or Price Per Quanity (whichever is greater)	OF	Monthly
US	PY103	W2 Printing/Distribution (**W2 Printing & Distribution**)	# of printed W2s	$ 2.40	$1000 per file or PPQ (whichever is greater)	OF	Annually
US	**PY107**	Managed Payroll Standard	# of payments (Per Pay frequency)	$ 4.92	NA	OF	Monthly
US	**PY407**	Managed Payroll Premium	# of payments (Per Pay frequency)	$ 1,199.99	NA	OF	Monthly
US	**PY507**	Managed Payroll Premium w/o Call Center	# of payments (Per Pay frequency)	$ 1,199.99	NA	OF	Monthly
US	PY108	Garnishment Fulfillment	# of Garnishments (Per Pay frequency)	$ 2.70	NA	OF	Monthly
US	PY116	1095C Form Print/Mail (**Form 1095C Print Service**)	# of printed 1095Cs	$ 3.30	$1000 per file or PPQ (whichever is greater)	OF	Annually
US	**PY302**	Net Pay - Direct Deposits (**Net Pay**)	# of payments (Per Pay frequency)	$ 0.30	NA	OF	Monthly
US	PY304	Net Pay - Printed Paychecks (**Net Pay Printed - Paychecks**)	# of printed paycheck (Per Pay frequency)	$ 0.36	NA	OF	Monthly
US	PY305	Net Pay - Printed Advices (**Net Pay Printed - Advices**)	# of printed advice (Per Pay frequency)	$ 0.36	NA	OF	Monthly
US	PY325	myFlexPay - Earned Wage Access	# of employees	$ -	NA	OF	Monthly
US	PY326	myFlexPay - Pay Card	# of employees	$ -	NA	OF	Monthly
Tax Services							
US	TX201	Payroll Tax Service - Federal **(Federal Tax Processing)**	# of filings	$ 78.00	NA	OF	Monthly
US	TX202	Payroll Tax Service - State **(State Tax Processing)**	# of filings	$ 48.00	NA	OF	Monthly
US	TX203	Payroll Tax Service - Local (**Local Tax Processing**)	# of filings	$ 42.00	NA	OF	Monthly
US	TX204	Payroll Tax Service - W2 Filing (**Annual Tax Filing**)	# of filings	$ 120.00	NA	OF	Annually
US	TX210	Transactional Tax Fee	# of employees	$ 0.06	NA	OF	Monthly
US	TX211	Annual Tax Filing - Locals	# of filings	$ 120.00	NA	OF	Annually
OSVAtmosphere							
US	OSVA101	OSVAtmosphere - Platform	Customer	$ -	NA	OF	Monthly
US	OSVA102	OSVAtmosphere - Payroll Tax App	Tax Services	$ 120.00	NA	OF	Monthly
US	OSVA103	OSVAtmosphere - Treasury App	Collection Rules	$ -	NA	OF	Monthly
US	OSVA104	OSVAtmosphere - Garnishment App	Garnishment Services	$ 120.00	NA	OF	Monthly
US	OSVA105	OSVAtmosphere - Invoice Coding Rule App	FAO Services	$ -	NA	OF	Monthly
US	OSVA106	OSVAtmosphere - Payroll App	Payroll Services	$ 120.00	NA	OF	Monthly

Country	Product Code	Product (SFDC Name)	Based on	OMNIA PPQ-USI	Minimum	Document	Billing Frequency
Services Readiness Enablement Fees							
US	EN - AP101	Enablement Services - AP Fulfillment Deployment Set Up Fee	NA	$ 1,200.00	NA	NA	NA
US	SR - AP120	Enablement Services (SR) – Invoice Pay + Supplier Management	NA	$ 18,000.00	NA	NA	NA
US	SR - AP131	Enablement Services (SR) – Premium AP	NA	$ 48,000.00	NA	NA	NA
US	EN - AP201	Enablement Services - AP Imaging Deployment Set Up Fee	NA	$ 12,000.00	NA	NA	NA
US	EN - AP211	Enablement Services - 1099 Enhanced Enablement Fee	NA	$ 6,000.00	NA	NA	NA
US	EN - AP320	Enablement Services - AP Administration Deployment Set Up Fee	NA	$ 18,000.00	NA	NA	NA
US	EN - AP330	Enablement Services - AP Managed Deployment Set Up Fee	NA	$ 30,000.00	NA	NA	NA
US	EN - AR101	Enablement Services - AR Fulfillment Fee	NA	$ 2,400.00	NA	NA	NA
US	SR - AMS101	Enablement Services (SR) - AMS Support Setup	NA	$ 1,200.00	NA	NA	NA
US	SR - BN101	Enablement Services (SR) - Benefits Administration	NA	$ 14,400.00	NA	NA	NA
US	SR - BN501	Enablement Services (SR) - Benefits Administration Premium - Decision Support	10% of BN501 or 10% of BN501 + $12k	$ - $ -	NA	NA	NA
US	SR - CB101	Enablement Services (SR) - COBRA Administration	NA	$ 6,600.00	NA	NA	NA
US	SR - GWA101	Enablement Services (SR) - Global Workforce Services	NA	$ 119,999.99	NA	NA	NA
US	SR - GPA101	Enablement Services (SR) - Global Payroll Services	NA	$ 119,999.99	NA	NA	NA
US	SR - IT103	New Hire IntegrationEnablement Services (SR) - New Hire Integration	1K or 3K based on the state chosen.	$ 1,200.00	NA	NA	NA
US	SR - IT104	Enablement Services (SR) - Custom New Hire Integration	NA	$ 3,600.00	NA	NA	NA
US	SR - IT201	Enablement Services (SR) - Online Tax Portal Set Up Fee	NA	$ -	NA	NA	NA
US	SR - OS102	Enablement Services (SR) - Equifax Integration	NA	$ -	NA	NA	NA
US	SR - OS202	Enablement Services (SR) - Quentelle Enablement	NA	$ -	NA	NA	NA
US	SR - PY101	Enablement Services (SR) - Payroll Administration Services (**Enablement Services (SR) - Payroll Administration Standard**)	NA	$ 6,000.00	NA	NA	NA
US	SR - PY102	Enablement Services (SR) - Garnishment Services	NA	$ 3,000.00	NA	NA	NA
US	SR - PY105	Enablement Services (SR) - ROE Processing (Canada)	NA	$ 1,800.00	NA	NA	NA
US	SR - PY107	Enablement Services (SR) - Managed Payroll Services (**Enablement Services (SR) - Managed Payroll Standard**)	NA	$ 30,000.00	NA	NA	NA
US	SR - PY116	Enablement Services (SR) -ACA 1095c Print Enablement	NA	$ 2,400.00	NA	NA	NA
US	SR - PY205	Enablement Services (SR) - Expense Settlement Services	NA	$ 2,400.00	NA	NA	NA
US	SR - PY206	Enablement Services (SR) - Payroll Settlement Services	NA	$ 7,200.00	NA	NA	NA
US	SR - PY302	Enablement Services (SR) - OSV Net Pay - Direct Deposits (**Enablement Services (SR) - Net Pay**)	NA	$ 3,000.00	NA	NA	NA
US	SR - PY325	Enablement Services (SR) - myFlexPay - Earned Wage Access	NA	$ 3,000.00	NA	NA	NA
US	SR - PY326	Enablement Services (SR) - myFlexPay - Pay Card	NA	$ 3,000.00	NA	NA	NA
US	SR - TX100	Enablement Services (SR) - Tax Services	NA	$ 3,000.00	NA	NA	NA

OneSource Virtual
Service Level Policies

OneSource Virtual ("OSV") Service Level Policies (SLP) US & Canada

1. Generally

1.1. **Introduction**. This document sets forth OSV's Service Level Polices ("SLP") for the Services provided by OSV.

1.2. **Measurements**

(a) All Performance Metrics that are expressed as percentages shall be measured to two decimal places (e.g., 99.90%).

(b) Except as otherwise specified, all references to days are to calendar days and all references to hours/minutes are to hours/minutes during a calendar day. All references to times are to Central Time ("CT"); and all references to months and quarters are to calendar months and calendar quarters, respectively, unless otherwise specified.

1.3. **Specific Hours and Working Days of Operation.** Unless otherwise set forth in an Order Form, OSV's office hours are Monday – Friday as set forth below.

1.3.1. Payroll (US & Canada)	8:00 AM – 6:00 PM CT
1.3.2. Tax	8:00 AM – 6:00 PM CT
1.3.3. Garnishments	8:00 AM – 6:00 PM CT
1.3.4. Benefits and COBRA	7:00 AM – 7:00 PM CT
1.3.5. Finance and Accounting Services (FAS)	6:00 AM – 5:00 PM CT
1.3.6. Workforce Admin	7:00 AM – 6:00 PM CT
1.3.7. Helpdesk	7:00 AM – 7:00 PM CT

2. Definitions

In this SLP, capitalized terms have the meanings specified or referred to in Section 2 and shall be equally applicable to both the singular and plural forms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement and if capitalized terms are not so defined, they shall have the meanings commonly assigned to them in the information technology or business process outsourcing industry. Unless otherwise stated, references to recitals, articles, sections, paragraphs, amendments, addenda, annexes, schedules, appendices, attachments or exhibits shall be references to recitals, articles, sections, paragraphs, amendments, addenda, annexes, schedules, appendices, attachments or exhibits of this SLP.

"**AR**" has the meaning set forth in Section 4.5 of these SLPs.
"**ASA**" has the meaning set forth in Section 4.5 of these SLPs.
"**Development**" means OneSource Virtual Product Support.
"**Payroll Payment**" means the result of a payroll calculation in the payroll system of record, Workday.
"**Performance Metric**" means the level at which OSV is expected to perform for each Service Level, as set forth below, determined by OSV.
"**Reporting Period**" means each calendar month (unless otherwise set forth in these SLPs).
"**Service Level**" means a "Service Level" set forth in these SLPs.
"**Service Level Credit**" has the meaning set forth in Appendix C to the Master Subcontracting Agreement.
"**Service Level Default**" has the meaning set forth in Section 3.1(b) of these SLPs.
"**Service Level Reports**" has the meaning set forth in Section 5.1 of these SLPs.
"**Service Level Termination Right**" has the meaning set forth in Appendix C to the Master Subcontracting Agreement.
"**SLP**" shall mean the OneSource Virtual Production Support and Service Level Policies set forth herein.
"**Working Day**" shall mean any weekday Monday through Friday not designated as a holiday by OSV.

3. Service Level Framework

3.1. Service Level Compliance

(a) Performance. OSV shall perform the Services in a manner that meets the applicable Performance Metric, for each of the Service Levels set forth in this SLP or any Order Form as defined by the Services definitions and roles and responsibilities set forth in the most current version of the Administrative Services Guide (ASG). Subject to adjustment of the Performance Metric in accordance with the terms hereof, OSV shall perform the Services in accordance with the Performance Metric(s) set forth.

(b) Service Level Default. OSV shall be in service level default ("**Service Level Default**") when the performance metrics set forth below in Sections 4.3, 4.4, 4.5, 4.6, or 4.7 are not met.

3.2. Service Level Improvements

(a) Performance Metric Reset. On an annual basis, OSV may adjust the then-current Performance Metric and, at its sole discretion, choose to retain or increase the Service Level minimums.

(b) Review of Service Levels. In addition to the foregoing, the Parties may, no less frequently than once each year during the Term (or as agreed upon), review and discuss improvements to the Services and associated Service Levels. Any such changes shall be implemented through Change Requests. The agenda for these reviews should include:

(i) Service delivery since the last review;
(ii) Deviations from Service Levels;
(iii) Conflicts or concerns about Services delivery; and
(iv) Planned changes to improve Services effectiveness.

3.3. Measurement and Monitoring Tools

(a) OSV has implemented measurement and monitoring tools to measure, monitor and report its performance of the Services against applicable Service Levels. Prime Contractor may request OSV to use a different measurement and monitoring tool other than the standard measurement and monitoring tools currently used by OSV. OSV will

review Prime Contractor's request and will advise Prime Contractor if OSV approves or denies such request. OSV's approval or denial of any such request will be in OSV's absolute discretion

(b) If OSV desires to use a different measurement tool for any Service Level, OSV shall notify Prime Contractor, as necessary, to account for such different measurement tool and any increased or decreased sensitivity in the new measurement tools. If OSV elects to change a measurement tool, this change will occur at the beginning of a calendar month or calendar quarter.

4. Service Levels

4.1 **OSV Support System Accessibility**.
OSV Support System provides three (3) options for communication:

- Phone
- E-Mail
- Web

4.2 **Activity/Task/Issue Resolution Service Level**

(a) Customer is to identify a maximum of ten (10) individuals responsible for assigning activities/tasks and validating issues. Those individuals will be listed as Customer contacts in OSV's Support System to be contacted should issues occur. Customer may change such individuals upon notice to OSV.

(b) Customer should contact an assigned service-specific specialist any time they have questions related to a transaction. The OSV specialist shall work directly with the Customer to ensure the issue is resolved and shall follow up during Service-Specific Hours of Operation as set forth in Section 1.3 above to ensure the resolution has been effective.

(c) Customer shall reasonably self-diagnose each support issue and recommend to OSV an appropriate Severity Level designation. OSV shall validate Customer's Severity Level designation and notify Customer of a proposed change in Severity Level designation with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, OSV and Customer shall promptly escalate such conflict to its respective management team for resolution through consultation between their respective management. Until such resolution occurs, OSV shall provide support in accordance with the Customer's Severity Level designation while such discussions take place. Severity 1 and Severity 2 production cases must set forth in detail the business impact, explaining/ detailing why the event or events warrant a Severity 1 or Severity 2 designation.

(d) Severity Levels and Associated Service Levels.

NOTE: as stated in section 4.4, the SLP for Garnishment Administration garnishment order entry is measured as time to entry in days; therefore, the severity case level for new and amended garnishment orders is not applicable.

Severity Level	Definition	Response	Escalation	Measurement Period for Reporting Only
Severity 1 – Blocker	A Severity 1 issue represents an issue which prevents Customer from executing one or more critical business processes with no workaround, such as issues in which Workday is unavailable to all users or a Workday issue prevents payroll or tax processing (including any issue that jeopardizes Customer's ability to timely meet payroll, government filings or payment obligations). Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.	Within one (1) business hour of receipt of case, OSV will respond to Customer report of Severity 1 issue. Should a Severity 1 issue be logged outside of business hours, such issue will be handled within the first one (1) hour of the following business day.	If the problem has not been resolved within one (1) business hour and it prevents Customer from processing its payroll, OSV will escalate the problem to the applicable resolution team as appropriate where the escalated problem will have higher priority than ongoing work. In the event of a Workday service outage, OSV will work with Workday continuously, subject to Customer's availability, to resolve the problem, until the Service is back to normal operations. Customers will be notified of status changes.	Case response time averaged per month.

Severity Level	Definition	Response	Escalation	Measurement Period for Reporting Only
Severity 2 – Critical	A Severity 2 issue represents an issue that disrupts important business processes where the available workaround causes significant inconvenience to Customer. Customer shall remain accessible by phone for troubleshooting from the time a Severity issue is logged until such time as it is resolved.	Within two (2) business hours of receipt of case, OSV will respond to Customer report of Severity 2 issue. Should a Severity 2 issue be logged outside of business hours, such issue will be handled within the first two (2) hours of the following business day.	If the problem has not been resolved or a workaround provided within eight (8) business hours, OSV will escalate the problem to the applicable resolution team as appropriate. Customer will be notified of status changes.	Case response time averaged per month.
Severity 3 – Major	A Severity 3 issue is an issue that may disrupt an active service and/or business processes delivered by OSV, where a workaround is available, or functionality does not disrupt Customer's business functions. Customer will respond to requests for additional information and implement recommended solutions in a timely manner.	Within four (4) business hours of receipt of case, OSV will respond to Customer report of Severity 3 issue.	If the problem has not been resolved or a workaround provided within one (1) week, OSV will escalate the problem to the applicable resolution team as appropriate. Customer will be notified by email or telephone of status changes.	Case response time averaged per month.

Severity Level	Definition	Response	Escalation	Measurement Period for Reporting Only
Severity 4 – Minor	A Severity 4 issue is an issue that does not have a material impact on the Customer's regular business operations but may impair nonessential functions of the Service or adversely affect the use of the Service. Customer will respond to requests for additional information and implement recommended solutions in a timely manner.	Within twenty-four (24) business hours of receipt of case, OSV will respond to Customer report of Severity 4 issue.	Customer will be notified by email or telephone of status changes.	Case response time averaged per month.

4.3 **Payroll and Tax Service Levels**

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
Payroll	Timeliness of On-Cycle Payroll	Calculated as the number of on-cycle checks and advices distributed on time (total paychecks and advices minus paychecks and advices delivered late) in a given period divided by total number of paychecks and advices produced in such given period, expressed as a percentage. "Distributed" is defined as paychecks, put into distribution channels by agreed standards and schedule to meet payday delivery requirements (this does include direct deposit).	80.00%	99.00%	100%	Each period, employee direct deposit payments are produced and available for payees on the agreed pay date in accordance with the minimum standard; and, checks are put into the agreed upon distribution channel within 24 hours of payroll settlement; and, direct deposit advice slips are put into the distribution channel within 48 hours of payroll settlement.

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
Payroll	Accuracy of On-Cycle Payroll	The number of payee payments that are incorrect due to OSV error. In a given period, all instances of a detected error are counted and analyzed for root cause. If the root cause is the result of an OSV error, then the total number of OSV errors are counted and compared against the number of payroll payments made for the period. The calculation is total number of payee payments in a given period minus the total number of OSV errors in such given period, divided by the total number of payee payments in such given period, expressed as a percentage.	80.00%	99.00%	100%	Payee paychecks are accurate based on payroll data provided by Customer or Customer's agent, measured each period in accordance with the minimum standard.
Payroll	On-Demand Check Requests Fulfillment	Calculated monthly as the number of on-demand checks placed into distribution channels on the same day if presented by 12 p.m. CT or the next day if after 12 p.m. CT after the request was received divided by the total number of on-demand checks requested multiplied by 100%.	80.00%	99.00%	100%	In accordance with the minimum standard, all OnDemand checks shall be completed and settled same day if data is received by 12:00 p.m. CT; otherwise, all On- Demand checks shall be completed the next business day.

Tax Statutory filing / remittance	Timeliness and accuracy	Calculated monthly as the number of statutory filings (tax and other) and remittances delivered accurately and timely (according to agreed upon payroll calendar) in the month divided by the total number of statutory filings and remittances that were due to be delivered in such month.	80.00%	99.00%	100%	All payroll taxes shall be processed and paid on time in accordance with the minimum standards. All quarterly tax filings shall meet the timelines set by Customer at the beginning of each year.
Tax Regulatory Filing / Compliance (W-2s Processing)	Accuracy	Calculated annually as the number of W-2s produced accurately (total number of W- 2s processed within the statutory timeframe for the reporting year minus W-2s processed for reporting year's taxes containing OSV error or outside of statutory timeframe due to OSV error, divided by the total number of W-2s processed within the statutory timeframe for the reporting year. Any W-2c requests that are not the fault of OSV (e.g. address changes by employees not entered and reported to OSV) shall not constitute an OSV error.	80.00%	99.90%	100%	Each year, the number of W-2s produced accurately based on payroll data provided by Customer, (total number of W-2s processed within the statutory timeframe and without error) in accordance with the minimum standards. This shall be reported by OSV promptly to Customer.

4.4 **Garnishment Service Levels**

Service Level	Measure	Description	Minimum	Target	Performance Metric
Garnishment Order Processing	Timeliness	Enter garnishment orders and other count-ordered payroll deduction orders	99.9%	100%	All employee garnishment orders shall be processed within 7 business days of receipt; receipt defined as case initiation with scanned order by customer, or receipt of order by customer's registered agent.

4.5 **Benefits Call Center Service Levels**

Service Level Category	Description	Minimum Performance Metrics
Call Center Average Speed of Answer ("ASA")	Calculated as the number of seconds to occur between the end of call center recorded greeting and phone agent answer (ring time post greeting).	Annual SLA 45-second average for customers with call volumes 7,200 annually or higher. Monthly SLA 120 seconds for customers with less than 600 calls monthly.
Call Center Abandonment Rate ("AR")	Calculated as the percentage of callers who disconnect prior to the agent answer.	Annual SLA is 6% for customers with call volumes of 7,200 annually or higher. Monthly SLA is 10% for customers with call volumes less than 600 per month.

4.6 **COBRA Service Levels**

Service Level Category	Description	Minimum Performance Metrics
COBRA Services	Calculated as the number of minutes COBRA services are available in a given month divided by the number of planned minutes based on hours of operation.	98.70%

4.7 **Finance and Accounting Services (FAS) Service Level**

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
FAS	Timeliness of AP Invoice Processing	Calculated as the number of invoices processed on time (total invoices received and minus invoices delivered late) in a given Reporting Period divided by the total number of invoices received in such given period, expressed as a percentage.	80.00%	99.00%	100%	Five (5) business days from receipt of the invoice by OSV to the time the invoice is available for the Customer in Workday. Each Reporting Period, invoices are received and entered into Workday with the minimum standard.

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
FAS	Accuracy of Invoices	The number of invoices that are incorrect due to OSV error. On a Reporting Period basis, all instances of a detected error are counted and analyzed for root cause. Errors must be logged by Customer via a OSVSupport case. If the root cause is the result of an OSV error (not an exception), then the total number of OSV errors are counted and compared against the number of invoices made for the Reporting Period. The calculation is total number of invoices in a given Reporting Period minus the total number of OSV errors in such given Reporting Period, divided by the total number of invoices in such given Reporting Period, expressed as a percentage.	80.00%	99.00%	100%	Invoices are accurate based on data provided on behalf of the Customer, measured each Reporting Period in accordance with the minimum standard. NOTE: Coding changes are not included in accuracy. Accuracy = date, supplier, invoice #, description and totals are accurate.

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
FAS	Fulfillment	Calculated monthly as the number of on checks placed into distribution channels (same day if presented by 10 a.m. CT or next day if after 10 a.m. CT). The calculation is total number of checks in a given Reporting Period minus the total number of OSV errors in such given Reporting Period, divided by the total number of checks in such given Reporting Period, expressed as a percentage.	80.00%	99.00%	100%	In accordance with the minimum standard, all check processing shall be completed same day if data is received by 10:00 a.m. CT; otherwise, all check processing shall be completed the next business day.

Service Level Category	Measure	Description	Minimum Category 2	Minimum Category 1	Target	Performance Metric
FAS	1099 Processing Accuracy	Calculated annually as the number of 1099s produced accurately (total number of 1099s processed within the statutory timeframe for the prior year) minus 1099s processed for prior year containing OSV error or outside of statutory timeframe due to OSV error, divided by the total number of 1099s processed within the statutory timeframe for the prior year. Any 1099 requests that are not the fault of OSV (e.g. address changes, TIN number, issuing company name, the proper box filled) shall not constitute an OSV error.	80.00%	99.00%	100%	Each year, the number of 1099s produced accurately (total number of 1099s processed within the statutory timeframe and without error) in accordance with the minimum standards. Additionally, OSV shall be responsible for any fees incurred due to inaccurate 1099s that result from errors committed by OSV.

4.8 **Disaster Recovery Service Level.** Recovery Time Objective Service Level: to resume Services in accordance with the obligations set forth in the Agreement in case of a Disaster: twenty-four (24) hours.

5. Reporting

5.1. **Service Level Reporting.** OSV shall measure Service Levels on an ongoing basis and shall report its performance against the Service Levels. OSV shall meet with Customer upon request, to review OSV's actual performance against the Service Levels and shall recommend remedial actions to resolve any performance deficiencies.

5.2. **Root Cause Analysis.** Promptly, and in no event later than thirty (30) business days after OSV's discovery of, or, if earlier, OSV's receipt of a notice from Customer regarding OSV's failure to provide any of the Services in accordance with the Service Levels set forth in this SLP, OSV shall: (a) perform a root cause analysis to identify the cause of such failure; (b) to the extent within OSV's control, formally document a correction plan to address such failure and remedy such failure to bring the situation in compliance with the Service Levels or recommend to Customer action required to be taken by Customer or a third-party; and (c)

provide Customer with a written report detailing the cause of, and including preventive measures, for such failure.

6. Exception Processing

Any processes that OSV performs upon Customer's request which fall outside of OSV notification timing requirements will be considered "Exception Processing". Such items may include, but are not limited to late completions, processing where funding requirements are not met, and volume constraints which are not met as specified in this document. OSV will diligently endeavor to perform all necessary processes to meet Customer Exception Processing needs. However, Customer acknowledges that results are not guaranteed in any Exception Processing requested.