

SCHEDULE O

BENCHMARKING PROCEDURES

1. Annual Price Reviews

(a) The Parties intend that, throughout the Term, the Fees will be within the lowest quartile of market prices for services of a similar nature, volume and scope, with a representative mix of urban and rural usage, to the Services offered by top tier service providers generally (the “**Target Market**”). Accordingly, commencing within thirty (30) days of the second anniversary of the Effective Date and each anniversary of the Effective Date thereafter, Contractor shall conduct a formal review of the Fees to gain a market comparison (for this purpose, Contractor’s portfolio of other telecommunication Customers as well as the processing services portfolios of other top tier service providers of the quality and price of the Services as compared to the quality and price of comparable services within the Target Market. In accordance with procedures to be agreed upon by the Commonwealth Project Manager and the Contractor Project Manger, within one hundred twenty (120) days of each anniversary of the Effective Date (the “**Pricing Review Date**”) beginning with the second anniversary date, Contractor shall meet with Commonwealth to review Contractor’s findings (including underlying data and methodologies for producing the findings) with respect to such comparison and, to the extent appropriate and at Contractor’s option, offer to adjust the Fees such that the Fees are within the lowest quartile of market prices for a package of similarly situated services within the Target Market. If the Parties are in agreement with respect to the proposed adjustment, Contractor shall adjust the Fees effective as of the Pricing Review Date on a prospective basis. For the avoidance of doubt, such adjusted Fees shall not be applied retroactively to past invoices or Services. In no event will Contractor increase the Fees as a result of any annual review pursuant to this Section 1.

(b) In the event that the Parties do not agree with respect to a proposed adjustment of the Fees and Commonwealth has not previously delivered a Benchmarking Retirement Election (as defined below) to Contractor, Commonwealth may elect to invoke the Benchmarking Process set forth below. In the event that the Parties do not agree with respect to a proposed adjustment of the Fees and Commonwealth has previously delivered a Benchmarking Retirement Election to Contractor, Commonwealth may seek to resolve the dispute in accordance with the dispute resolution procedures described in Paragraph 30 (Contract Controversies) of the Contract. In the event that such dispute is resolved in Commonwealth’s favor, Contractor shall adjust the Fees with retroactive application to the relevant Pricing Review Date. In the event that Contractor refuses to make such an adjustment to the Fees, Commonwealth may elect to terminate without any Termination Fees the Contract or part of the Contract as of the date specified by Commonwealth in its notice of termination.

2. Annual Technology Reviews

Within thirty (30) days of each anniversary of the Effective Date, Contractor shall, in accordance with procedures agreed upon by the Commonwealth Project Manager and the Contractor Project Manager, identify for Commonwealth any technologies that have emerged (within Contractor’s organization or, to the knowledge of Contractor, within the processing services market generally), that, if implemented by Commonwealth (or by Contractor on Commonwealth’s behalf) would materially benefit Commonwealth in terms of price reductions or performance improvement. If requested by Commonwealth, within sixty (60) days Contractor shall provide Commonwealth with proposals for the implementation of such technology or technologies, without violating its non disclosure obligations owed to a third party or third party’s proprietary rights. If approved by Commonwealth, Contractor shall implement such technology or technologies on behalf of Commonwealth as expeditiously as possible, subject to Change Control Procedures.

3. Annual Best Practices Reviews

Within thirty (30) days of each anniversary of the Effective Date, Contractor shall, in accordance with procedures agreed upon by the Commonwealth Project Manager and the Contractor Project Manger, identify for Commonwealth any best practices that have emerged (within Contractor’s organization or, to

the knowledge of Contractor, within the processing services outsourcing market generally), that, if implemented by Commonwealth (or by Contractor on Commonwealth's behalf) would materially benefit Commonwealth in terms of price reductions or performance improvement. If requested by Commonwealth, within sixty (60) days Contractor shall provide Commonwealth with proposals for the implementation of such best practices in a manner consistent with the Change Control Procedures of the Contract. If approved by Commonwealth, Contractor shall implement such best practices on behalf of Commonwealth as expeditiously as possible.

4. Benchmarking Process

(a) The benchmarking process shall be an objective measurement and comparison process agreed by the Parties that will measure the quality and price of the benchmarked Services as compared to the quality and price of services of a similar scope, scale and performance requirements, with a representative mix of urban and rural usage provided by other top tier outsourcing vendors (collectively, the "**Benchmarking Process**"). The Benchmarking Process shall include reasonable normalization factors agreed by the Parties, including elements to account for amounts associated with the management and integration of Services, if applicable. The Parties, in conjunction with the Benchmarking Process, shall determine the Benchmarking Process within 30 days after Commonwealth's request to initiate a Benchmarking Process. If the Parties fail to agree to the Benchmarking Process within such 30-day period, the Parties shall immediately escalate any unresolved issues regarding the Benchmarking Process via the dispute resolution process set forth in Paragraph 30 (Contract Controversies) of the Contract.

(b) The Benchmarking Process shall be conducted by an independent third-party benchmarker ("**Benchmarking Process**") chosen by Commonwealth from the list of approved Benchmarkers specified on Schedule O-1 (*Approved Benchmarkers*) at a time and with regard to the portion of the Services specified by Commonwealth in its sole discretion, provided that (i) Commonwealth shall not initiate the Benchmarking Process prior to the Commonwealth's review of the Contractor's initial annual review according to the time periods set forth in Section 1 above, and (ii) the portion of the Services subject to the Benchmarking Process shall include at least one of, or any combination of, the following categories of Services, in urban and rural geographic areas: (A) Transport, (B) Managed WAN Services, (C) Voice Services, (D) Security Services, or (E) such other Services as may be agreed by the Parties. Contractor shall provide Commonwealth on or about each anniversary of the Effective Date with Contractor's then current list of preferred benchmarkers for the relevant Services. Upon Commonwealth's approval, such approved benchmarkers shall be added to the list of approved Benchmarkers set forth on Schedule O-1 (*Approved Benchmarkers*).

(c) The Benchmarking Process's data used for the Benchmarking Process shall be no more than eighteen (18) months old (as measured against the date that Commonwealth provided notice initiating a Benchmarking Process) unless the Parties agree that older data may be used.

(d) The Benchmarking Process shall be a comparison between the prices of the Target Market and the Fees agreed in the Contract in order to ascertain whether such Fees are in the lowest quartile of the Target Market at the date of Commonwealth's notice of commencement of the Benchmarking Process. The Benchmarking Process shall use its expert judgment, together with a range of prices and tolerances to decide whether such objective has been met.

(e) The Parties shall be equally responsible for the charges charged by the Benchmarking Process to conduct the Benchmarking Process. If the Benchmarking Process are no longer providing the services required to conduct the Benchmarking Process at the time Commonwealth elects to conduct the Benchmarking Process, or if Commonwealth and Contractor agree that an alternative Benchmarking Process should be used, the Parties shall promptly designate a replacement Benchmarking Process. Any replacement Benchmarking Process is subject to approval by the Contractor. However, if the Parties do not agree within 60 days on a replacement

Benchmarker, Commonwealth shall designate the Benchmarker in its sole discretion, provided that such Benchmarker shall not be a competitor of Contractor in the Services.

(f) Contractor shall at its expense cooperate with and assist the Benchmarker and any other third parties involved in the Benchmarking Process, including meeting with Commonwealth and the Benchmarker before and throughout the Benchmarking Process and providing data relating to the provision of the Services (excluding internal cost data or data of other Contractor customers), as requested by Commonwealth or the Benchmarker.

(g) The Benchmarker shall sign a confidentiality agreement in favor of both Contractor and Commonwealth in which the Benchmarker agrees: (i) that the information and data obtained or produced by the Benchmarker in connection with the Benchmarking Process (including the results of the Benchmarking Process and any related reports) constitutes the Confidential Information of Commonwealth and Contractor, (ii) that it will not use or disclose such confidential information and data except in anonymized form in relation to aggregated service performance data used by the Benchmarker for the purposes of conducting benchmarking services, and further except for the benefit of Contractor and Commonwealth in connection with this Contract, and (iii) the Benchmarker will conduct the Benchmarking Process in a manner that does not unreasonably interfere with Contractor's ongoing service operations or impair Contractor's ability to achieve the Service Levels under the Contract.

5. Benchmarking Review and Adjustments

(a) Commonwealth and Contractor shall review the results of the Benchmarking Process during the 30-day period (the "**Benchmark Review Period**") following receipt by Commonwealth and Contractor of such results. The Parties shall confirm during the Benchmark Review Period that the Benchmarking Process was followed. If either Party has reason to believe that the Benchmarker's report contains material errors (each, a "**Claim**"), such Party shall notify the Benchmarker during the Benchmark Review Period of such errors and shall provide any documentation and information necessary to support the Claim and shall copy the other Party on all such correspondence. The Benchmarker will review any Claims and meet with both Parties for a time period reasonably determined by the Benchmarker to resolve the Claims and make corresponding adjustments to the Benchmarker's findings, if any, prior to issuing the final benchmarking report ("**Benchmarking Report**"). If either Party determines that a Claim is not reasonably likely to be resolved through additional consultation with the Benchmarker, at such Party's request, the Claim will be resolved through the dispute resolution process described in Paragraph 30 (Contract Controversies) of this Schedule O and the resolution of the Claim as set forth in the final report of CPR shall be incorporated into the Benchmarking Report and shall be binding on the Parties.

(b) Contractor shall adjust the Fees a prospective basis, effective as of the end of the Benchmark Review Period, such that they are no greater than the Benchmark Target Price (as defined below). For the avoidance of doubt, such adjusted Fees shall not be applied retroactively to past invoices or Services. For purposes of this Contract, the "**Benchmark Target Price**" shall mean the lowest quartile of comparison prices contained in the Benchmarking Report. In no event will Contractor increase the Fees as a result of any Benchmarking Process.

(c) If at any point during the Term the Parties agree that the annual review mechanisms described in this Contract have operated effectively to assure Commonwealth that the Fees are, on a consistent basis, within [the lowest quartile] of market prices for comparable services within the Target Market, Commonwealth may, in its sole discretion, agree to retire, on a prospective basis, the benchmarking rights contained in Sections 4 and 5 of this Schedule O. In such event, in order to give effect to such retirement, Commonwealth shall deliver a notice to Contractor stating that, effective as of

the date specified in the notice, such benchmarking rights will no longer remain in effect (a **“Benchmarking Retirement Election”**).