



October 29, 2013

James R. Potts

Direct Phone 215-665-2748

Direct Fax 215-701-2102

jpotts@cozen.com

VIA HAND DELIVERY

Mr. Steven L. Yerger, PIR
Company Licensing Specialist
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

Re: Change of Control of Domestic Insurers OneBeacon Insurance Company and Potomac Insurance Company

Dear Mr. Yerger:

On February 7, 2013, we filed with the Pennsylvania Insurance Department a Form A Statement Regarding the Acquisition of Control of a Domestic Insurer in connection with the proposed acquisition of control by Armour Group Holdings Limited, through its subsidiary, Trebuchet US Holdings, Inc. (the "Applicant") of OneBeacon Insurance Company and Potomac Insurance Company (the "Companies") from OneBeacon Insurance Group LLC ("OneBeacon"). Under separate cover, we filed certain exhibits and other information which the Applicant designated as confidential. By letters dated June 21 and October 3, 2013, after undertaking a further review of our designations, we resubmitted a subset of those documents without the confidential designation.

We have undertaken a further review of documents previously submitted as confidential and have determined that the Department can treat additional documents as public. Enclosed are the following documents which are no longer marked confidential, including certain documents with confidential information redacted.

Unredacted Documents:

- Exhibit C to Business Plan.
- Exhibit D to Business Plan.

Redacted Documents:

- Exhibits A to Armour's Business Plan (REDACTED)

Exhibit A is Armour's proposed "Senior Management Structure." It is being resubmitted in a non-confidential form with the proposed names of Armour's Senior Management redacted.

- Seller Disclosure Schedule Section 3.24 – Bank Accounts

RECEIVED
Corporate & Financial Regulation
OCT 29 2013
Pennsylvania
Insurance Department

1900 Market Street Philadelphia, PA 19103

215.665.2000 800.523.2900 215.665.2013 Fax cozen.com



This schedule is being resubmitted in a non-confidential form with the redaction of bank names, account numbers and authorized signatories, all of which information is sensitive and confidential.

- Transition Services Agreement (Exhibit 7 to Stock Purchase Agreement) (REDACTED)

Transition Services Agreement is being resubmitted in a non-confidential form with the redaction of certain confidential and trade secret information.

In addition, we are submitting an amendment to the Stock Purchase Agreement, dated October 25, 2013, extending the termination date from December 31, 2013 to July 31, 2014.

Sincerely,

COZEN O'CONNOR


By: James R. Potts

JRP

cc: Maureen A. Phillips
Constance B. Foster
Steven B. Davis
Stuart Wrenn
Jim Jordan



OneBeacon
INSURANCE

**IMPORTANT NOTICE TO POLICYHOLDERS
FROM THE ONEBEACON INSURANCE GROUP**

Insured:

Policy:

State:

This notice is to inform you that the OneBeacon Insurance Group member company for your next policy period will be:

Atlantic Specialty Insurance Company

This change to Atlantic Specialty Insurance Company is a result of OneBeacon having undertaken a process to consolidate its many insurance affiliates for the purpose of simplifying our organizational structure and improving our service efficiencies.

Like your current insurance company, Atlantic Specialty Insurance Company is a member insurer of the OneBeacon Insurance Group, with the same A.M. Best "A" (excellent) financial-strength rating.

We greatly appreciate that you have chosen OneBeacon to satisfy your specialty insurance needs and look forward to continuing to serve them.

Please contact your broker or agent if you have any questions about this change to Atlantic Specialty Insurance Company. Alternatively, you may contact us directly at 855-446-5566.

BUSINESS PLAN – EXHIBIT D

OneBeacon
INSURANCE GROUP

601 Carlson Parkway
Suite 600
Minnetonka, MN 55305

October 11, 2011

To all OneBeacon Producers:

Over the past two years, OneBeacon has accelerated its plans to transform itself into a specialty-focused insurance company. An important component of our transition plan is to simplify our structure through the use of fewer underwriting companies. This step should make OneBeacon's underwriting companies easier to recognize in the marketplace, while allowing us to discontinue using companies that support limited business yet require significant resources and maintenance.

For the majority of our business, our underwriting companies will be:

- **Atlantic Specialty Insurance Company (ASIC)** – our lead admitted company
- **Homeland Insurance Company of New York (HONY)** – our lead surplus lines company

We are working with the state insurance departments to facilitate a seamless transition of our admitted business from current underwriting companies to ASIC. The impact to our excess and surplus lines business is much more limited as HONY will remain in place for nearly all states. You should also be aware that both of these companies will eventually undergo a name change, with ASIC becoming OneBeacon Specialty Insurance Company.

This transition is targeted to begin in the first quarter of 2012, subject to state regulatory approvals and other requirements. Some businesses will transition sooner and others at a later date. You will hear from your OneBeacon contacts in our various underwriting groups shortly regarding their specific transition efforts.

Importantly, both ASIC and HONY, as members of OneBeacon Insurance Group, have the same A.M. Best "A" (excellent) financial-strength rating as our current underwriting companies. This transition will have no impact on our coverage offerings, underwriting appetite or claim services across the 12 business segments that make up our current specialty organization.

We greatly appreciate that you have chosen OneBeacon to serve your clients' specialty insurance needs and will make every effort to keep you informed of our progress throughout this process.

Please feel free to contact us if you have any questions about this transition.

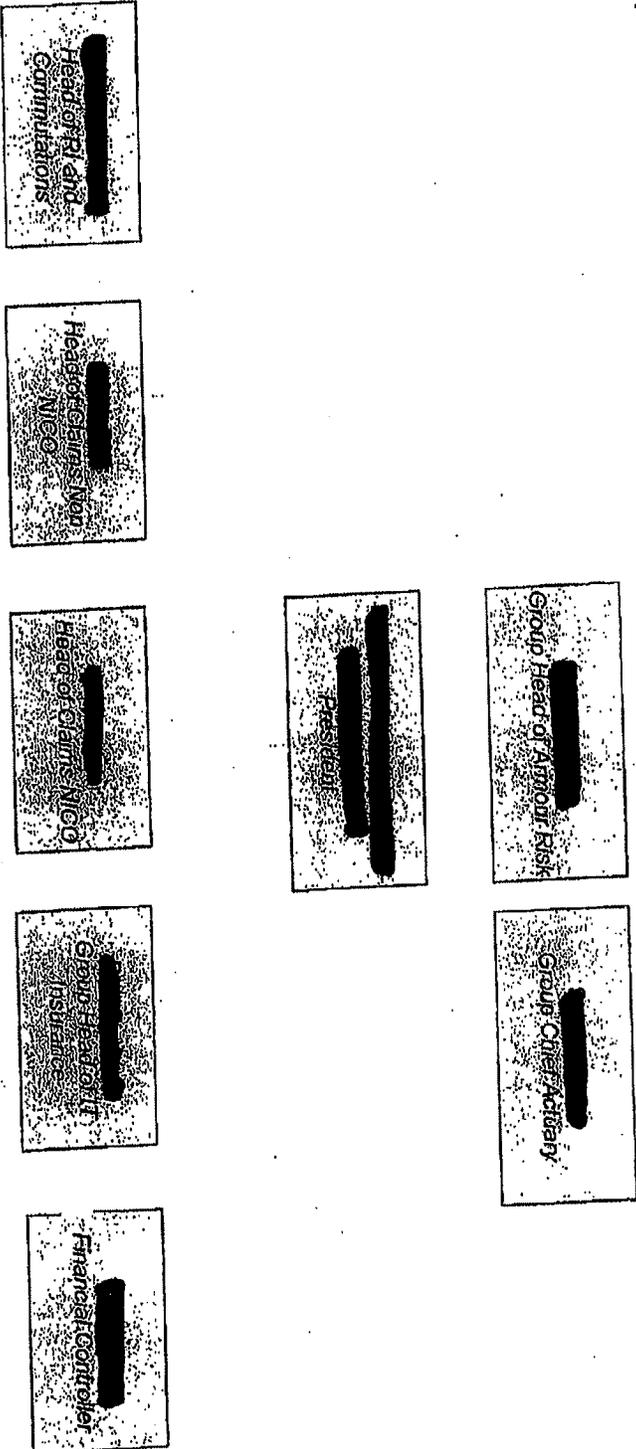
Regards,



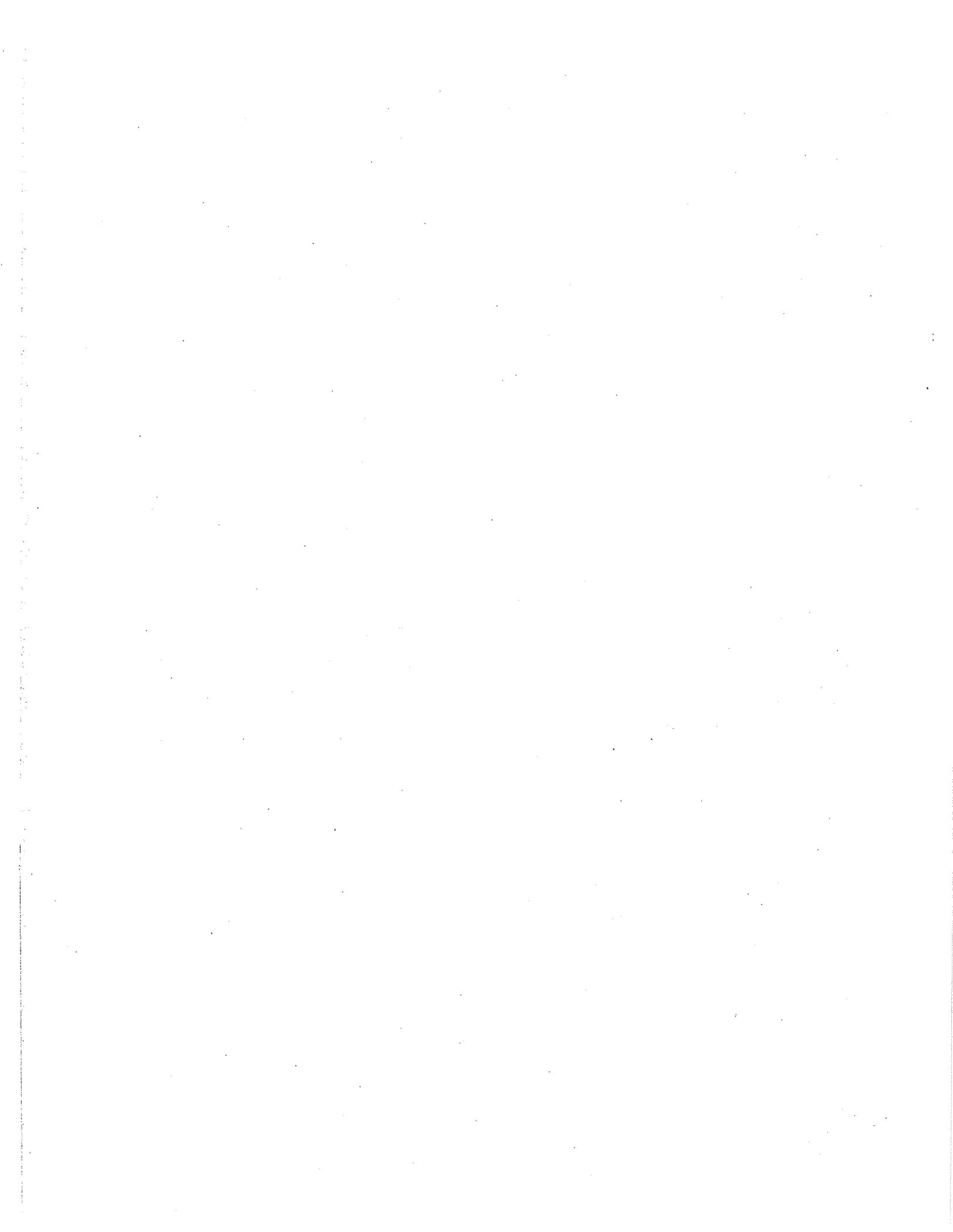
T. Michael Miller
President & CEO

Armour Risk OneBeacon Run-Off Senior Management Structure

1



ARMOUR



Section 3.24: Bank Accounts

_____ have signing authority over the below accounts.

<u>Company</u>	<u>Acct Class</u>	<u>Bank</u>	<u>Account Description</u>
CFIA ⁽¹⁾	Custody	_____	Custodian Principal & Income
CFIA	Treasury	_____	Custody Cash Account
[EBI for OBIC	Non- Treasury	_____	Claim Payments]
EFIC ⁽²⁾	Custody	_____	Custodian Principal & Income
EFIC	Treasury	_____	Custody Cash Account
HGIC ⁽³⁾	Custody	_____	Custodian Principal & Income
HGIC	Treasury	_____	Custody Cash Account
HGIC	Treasury	_____	Operating Account LPP
HGIC	Treasury	_____	Return Premiums LPP
HGIC	Treasury	_____	Claims LPP
NOAC ⁽⁴⁾	Custody	_____	Custodian Principal & Income
NOAC	Custody	_____	Custodian Principal & Income Equity
NOAC	Treasury	_____	Custody Cash Account
OBAIC ⁽⁵⁾	Custody	_____	Custodian Principal & Income
OBAIC	Custody	_____	Custodian Principal & Income Equity
OBAIC	Treasury	_____	Custody Cash Account
OBIC ⁽⁶⁾	Treasury	_____	ACTS - Manual Issued
OBIC	Treasury	_____	ACTS - System Issued -Positive Pay
OBIC	Treasury	_____	A/P-PeopleSoft-Positive Pay
OBIC	Non- Treasury	_____	Payroll Checking (New)-Positive Pay
OBIC	Treasury	_____	Imprest - Draft Funding Claims Flexible Spending Deposits and Settlements
OBIC	Treasury	_____	HyVee loss funding account
OBIC	Treasury	_____	Return Premium
OBIC	Treasury	_____	Working Capital Funds Transfer
OBIC	Treasury	_____	Remote Capture Deposit
OBIC	Treasury	_____	ACH Payments
OBIC	Treasury	_____	OneBeacon Risk Management
OBIC	Treasury	_____	HyVee Claims

OBIC	Treasury	[REDACTED]	Foreign Exchange Checks
OBIC	Treasury	[REDACTED]	ACH Commissions
OBIC	Non-Treasury	[REDACTED]	ACH Claim Legal (Tymetrix)
OBIC	Treasury	[REDACTED]	T & E ACH Acct Pass through Account for Working Capital
OBIC	Treasury	[REDACTED]	
OBIC	Non-Treasury	[REDACTED]	OBPI Premium Deposits
OBIC	Treasury	[REDACTED]	Checking Account
OBIC	Treasury	[REDACTED]	Premium Deposit Account
OBIC	Non-Treasury	[REDACTED]	National Accounts
OBIC	Non-Treasury	[REDACTED]	Remote Capture Deposits National Acct
OBIC	Treasury	[REDACTED]	Lockbox Agents Balance
OBIC	Custody	[REDACTED]	Custodian Principal & Income
OBIC	Custody	[REDACTED]	Custodian Principal & Income
OBIC	Custody	[REDACTED]	Custodian Principal & Income Equity
OBIC	Treasury	[REDACTED]	Custody Cash Account
OBIC	Treasury	[REDACTED]	Concentration Account
OBIC	Treasury	[REDACTED]	ACH payments and State tax Payments
OBIC	Treasury	[REDACTED]	E Checks
OBIC	Treasury	[REDACTED]	OneBeacon Credit Card Deposit
OBIC	Treasury	[REDACTED]	Concentration
OBIC	Non-Treasury	[REDACTED]	Claims Loss Account
OBIC	Treasury	[REDACTED]	Claims
OBIC	Treasury	[REDACTED]	Return Premiums
OBIC	Treasury	[REDACTED]	
OBMW ⁽⁷⁾	Treasury	[REDACTED]	Custody Cash Account
Potomac Ins ⁽⁸⁾	Custody	[REDACTED]	Custodian Principal & Income
Potomac Ins	Treasury	[REDACTED]	Custody Cash Account
TGIC ⁽⁹⁾	Custody	[REDACTED]	Custodian Principal & Income
TGIC	Treasury	[REDACTED]	Custody Cash Account
HGIC	Treasury	[REDACTED]	[REDACTED]
HGIC	Treasury	[REDACTED]	[REDACTED]
HGIC	Non-Treasury	[REDACTED]	[REDACTED]
HGIC	Treasury	[REDACTED]	[REDACTED]
HGIC	Non-Treasury	[REDACTED]	[REDACTED]
HGIC	Treasury	[REDACTED]	[REDACTED]

Manual Check Process
Funding/Deposit/Concen Acct
Claim Checks
Master Funding Account

- (1) CFIA = Camden Fire
- (2) EFIC = Employers' Fire
- (3) HGIC = Houston General
- (4) NOAC = Northern Assurance
- (5) OBAIC = OneBeacon America
- (6) OBIC = OneBeacon Insurance
- (7) OBMW = OneBeacon Midwest
- (8) Potomac Ins = Potomac Insurance
- (9) TGIC = Traders & General

EXHIBIT 7
FORM OF TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT
BY AND BETWEEN
ONEBEACON INSURANCE GROUP LLC
AND
[PURCHASER]
DATED AS OF [●], 2012

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "**Agreement**"), dated as of [CLOSING DATE], 2012 (the "**Effective Date**"), is made and entered into by and among OneBeacon Insurance Group LLC., a Delaware limited liability company ("**Seller**"), and [●], a [●] corporation ("**Purchaser**"). Seller and Purchaser are sometimes referred to herein as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Seller and Purchaser have entered into a Stock Purchase Agreement dated as of [●], 2012 (as amended, modified or supplemented from time to time in accordance with its terms, the "**Purchase Agreement**") pursuant to which, among other things, Seller agreed to sell, transfer and deliver to Purchaser, and Purchaser agreed to purchase, acquire and accept from Seller, certain shares of capital stock; and

WHEREAS, the Purchase Agreement contemplates and requires the execution and delivery by the Parties of this Agreement, pursuant to which Seller shall provide, or cause to be provided, to Purchaser, and Purchaser shall accept from Seller, certain transition services described in this Agreement related to the operation of the Run-Off Business, subject to the terms and conditions as set forth in this Agreement;

WHEREAS, the Run-Off Business uses certain software and information technology systems, and whereas such software and information technology systems are being retained by Seller and not included in the sale to Purchaser; and

WHEREAS, Seller is not in the business of providing the Services to unaffiliated third parties but is agreeing to provide the Services as an accommodation as part of the sale of the Run-Off Business in connection with the execution of the Purchase Agreement, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS

All capitalized terms defined in this Agreement have the respective meanings assigned to them at the location of their definition. Capitalized terms used in this Agreement without definition have the meaning ascribed to such terms in the Purchase Agreement.

ARTICLE II

SERVICES

Section 2.1. Performance. Subject to the terms and conditions set forth herein, Seller shall provide, or cause to be provided, to Purchaser the services described in Exhibit A (the "Services"). For the avoidance of doubt, none of the Services shall include or require Seller to provide any legal services or services of an attorney. Services provided by Seller under this Agreement may be provided by Seller directly or through any of its Affiliates (collectively, with Seller, the "Seller Group") or third party service providers, at Seller's discretion. Seller shall not be relieved of any of its obligations under this Agreement as a result of the provision of Services by any of Seller's Affiliates or third party service providers pursuant to this Section 2.1; provided, however, that neither Seller nor any Person in the Seller Group shall be liable for any interruption, disruption or downtime in the Services caused by acts or inactions of a third party service provider or any other Person outside the Seller Group (except to the extent Seller requests or instructs such third party provider to make such interruption, disruption or downtime). However, in the event of such an interruption, disruption or downtime due to a third party service provider that provides services in connection with this Agreement and Seller's own operations, Seller's response to such events shall be generally consistent with its response for its own operations affected by such event, and in the event that the third party service provider is dedicated to the performance of Services under this Agreement, Seller's response will be in good faith and consistent with how it responds to similar events for its own operations.

Section 2.2. Commencement Date. Unless specified otherwise in Exhibit A, Seller will begin to provide to Purchaser each Service on the Effective Date.

Section 2.3. Recipients. Subject to the terms and conditions of this Agreement, as reasonably requested by Purchaser, Seller shall provide the Services to the Acquired Companies (collectively with Purchaser, each, a "Recipient"). Purchaser will cause the Acquired Companies and their respective Affiliates and Representatives (as defined below), to comply with Purchaser's obligations and responsibilities hereunder, and Purchaser shall be responsible and liable for the failure of any of them to do so. As a condition to receiving the Services hereunder, Purchaser shall cause each Recipient to execute and deliver to Seller on the Effective Date a written agreement to comply with, abide by and be subject to the limitations and other provisions of this Agreement.

Section 2.4. Service Standards. Subject to the terms and conditions of this Agreement, unless otherwise specified in this Agreement, the Services under this Agreement shall be performed in a manner (including historical usage levels and geographic provisioning) that is generally consistent, in all material respects, with the manner in which such Services were generally performed by Seller for the Run-Off Business immediately prior to the Effective Date or the manner in which Seller

generally performs similar services for its own retained businesses after the Effective Date, except as such Services differ because of the need to follow legal corporate formalities and to keep Recipient Data (as defined below) separate from other data. All references in this Agreement, including in Exhibit A to this Agreement, to services performed "immediately prior to the Effective Date" shall be understood to mean, for those services that are periodically performed (including in some cases only once annually) that have not been discontinued or replaced prior to the Effective Date, the last time such services were performed in the twelve (12) months immediately prior to the Effective Date. In no event shall Seller be required to make any customization to the Services (or the Seller Systems (as defined below) or Seller's work processes) that are unique to the Recipients, except as may be approved in writing by Seller pursuant to Sections 2.6 or 2.7. Purchaser acknowledges that Seller and its Affiliates and Subcontractors also use or provide to third parties services and systems that involve the same software, hardware, circuits, personnel and other resources as those used to provide the Services. Seller reserves the right to supplement, modify, substitute or otherwise alter any of the Services, and/or any related software or systems, from time to time in a manner that is generally consistent with supplements, modifications, substitutions or alterations (each, a "Change") made for similar services, software or systems provided or otherwise made available by Seller or its Affiliates to itself, its own retained businesses or its Affiliates, subject to Seller's normal change notification procedures. Except for Changes made for compliance with Law or Seller policies related to security or changes imposed by Seller's third party service providers or licensors, Seller shall use commercially reasonable efforts, consistent with Seller's normal change procedures, to avoid making or to minimize the adverse impact of a Change to systems dedicated to providing Services to the Recipients where such Change will have a material adverse impact on the Run-Off Business. In addition, except for Changes made for compliance with Law or changes imposed by Seller's third party service providers or licensors, and without limiting Seller's other rights under this Agreement, Seller will avoid making a Change that will result in the elimination of a material Service for which a replacement or workaround is not provided or available, where (i) Seller has the legal right to provide such Service (and such replacement or workaround) and is otherwise obligated to provide (and not excused from providing) such Service hereunder and (ii) the lack of such Service (without such replacement or workaround) will result in a material adverse impact on the Run-Off Business.

Section 2.5. Omitted Services. If, at any time during the one hundred and twenty (120) day period following the Effective Date (or, with respect to a service consisting of access to a Seller financial reporting system, until March 31 following the Effective Date), Purchaser becomes aware of any other service that (a) had been provided by Seller to the Acquired Companies immediately prior to the Effective Date but which was omitted from Exhibit A (other than by agreement of the Parties), (b) is reasonably necessary for the conduct of the Run-Off Business as it was conducted in all material respects immediately prior to the Effective Date, (c) is impractical or not commercially reasonable for Purchaser to provide or obtain from a third party, (d) Seller is able to perform using its commercially reasonable efforts (which shall not require Seller or its Affiliates to acquire any new assets or new

software or hire new personnel or retain any employees that it would not otherwise retain for the provision of the Services hereunder), and (e) Seller is not prohibited from performing such service by applicable Law or by its agreements or licenses with any third party (such service, an "Omitted Service"), then upon providing a written notice to Seller during such 120-day period (or, if applicable, prior to March 31 following the Effective Date), the Parties agree to cooperate and negotiate in good faith using commercially reasonable efforts in order to come to an agreement regarding a given Omitted Service on terms and conditions that are acceptable to the Parties, including Service Fees (as defined below), Consent Fees (as defined below) and other terms and conditions applicable to the provision of such Omitted Service. Upon mutual agreement in writing by the Parties to such terms and conditions, such Omitted Service shall be deemed added to the scope of the Services.

Section 2.6. Additional Services. Purchaser may, from time to time during the Term (as defined in Section 6.1), request that Seller provide additional services, functions and responsibilities not within the scope of the Services. If Seller, in its sole discretion, agrees to provide such additional services, such additional services will be documented in and provided under written supplements to Exhibit A ("Supplements") for the additional Service Fees agreed to by the Parties as set forth therein. During the one hundred and twenty (120) day period after the Effective Date, the Parties will work together to define a process reasonably satisfactory to the Parties that will be used to (a) submit and prioritize requests for additional services and (b) create and execute Supplements for additional services. Seller shall be entitled to compensation from Purchaser, at the hourly rates listed in Exhibit A, for time spent performing analysis and preparing written proposals in response to Purchaser's requests for additional services, Omitted Services or Customized Services (as defined below) even if such services do not ultimately become part of this Agreement.

Section 2.7. Change Control Procedure.

2.7.1 Customized Services. Seller shall only provide Services customized for Purchaser or any Recipient ("Customized Services") in accordance with this Section 2.7 and shall not otherwise be required to make customizations to the Services or any systems used in providing the Services.

2.7.2 Changes Requested by Purchaser. Purchaser may, from time to time during the Term, request that Seller provide Customized Services. If Seller agrees, in its sole discretion, to provide such Customized Services, such Customized Services will be provided under Supplements to Exhibit A. The Parties shall jointly agree on the applicable Service Fees for any agreed upon Customized Services.

2.7.3 Changes Required by Applicable Law. If Purchaser requests Seller to provide, or, although Seller is not obligated to do so, if Seller notifies Purchaser of, Customized Services that are necessary in order to comply with applicable Law or changes to Seller's third party contracts, Seller will provide such Customized Services, provided that Seller confirms that (i) such Customized

Services will not require a material change to a Seller System or computer application, or the implementation of a new Seller System or computer application, and (ii) providing such Customized Services is otherwise practicable given the then-current characteristics of the Seller Systems and computer applications, and the use thereof for Seller and its Affiliates, provided, further, that Seller shall not be obligated to perform any such Customized Services except as set forth in a mutually agreed upon Supplement to Exhibit A, setting forth the applicable Service Fees. Purchaser shall reimburse Seller for all additional resource and other costs and expenses incurred by Seller or its Affiliates to implement and provide such Customized Services. However, if Customized Services are required for compliance with a Law or changes to Seller's third party contracts that are applicable to the businesses of both Parties, then such costs and expenses shall be equitably shared by the Parties in proportion to each Party's respective use of the affected system(s) or computer application(s). If Seller is not able to confirm the matters in clauses (i) and (ii) above, Purchaser may purchase such services from a third party, in which case the Parties shall agree on (i) the activities required to transition the affected Services from Seller to such third party, (ii) the impact on the remaining Services, (iii) the charges associated with removing such Services and (iv) the charges for the remaining Services.

Section 2.8. Subcontractors and Personnel.

2.8.1 Seller reserves the right to subcontract the performance of any of the Services to another provider, including third parties and Seller's Affiliates (each, a "Subcontractor"). Subject to Section 2.1, Seller will be responsible for the Services performed by its Subcontractor, and Seller will be the Recipients' sole point of contact regarding the Services, including with respect to payment.

2.8.2 Seller, its Affiliates and their respective Subcontractors will have the right, in their sole discretion, to (a) designate which personnel they will assign to perform the Services and (b) remove and replace such personnel at any time. Seller shall use good faith efforts where practicable to maintain continuity in Seller employees assigned to perform Seller's obligations under this Agreement. In performing their respective duties hereunder, all such personnel shall be under the direction, control and supervision of Seller, its Affiliates and their respective Subcontractors, and the foregoing shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel.

ARTICLE III

LIMITATIONS

Section 3.1. General Limitations.

3.1.1 Seller shall have no obligation under this Agreement to provide Services in support of any business or operations of any Recipient or their

respective Affiliates other than in support of the Run-Off Business as set forth on Exhibit A attached hereto. Except for volume increases expressly permitted in Section 3.1(a) of Exhibit A or Migration Services, in no event shall Seller be obligated to provide the Services at a level of quantity or volume, including with respect to the number of users and volume of claims processed, in excess of the levels provided by Seller for such Services immediately prior to the Effective Date (subject to reasonable fluctuations during the course of the business year consistent with the twelve (12) month period prior to the Effective Date). In no event shall Seller be obligated to provide any Services to any Recipient if any such Person ceases to be a direct or indirect wholly owned subsidiary of Armour Group Holdings Limited.

3.1.2 Seller's obligation to provide the Services in accordance with the standards set forth in Section 2.4 shall be subject to the Recipients ensuring that the physical and technical environments at the facilities of the Recipients during the Term, to the extent such physical and technical environments are related to Seller's provision or the Recipients' receipt of the Services, are substantially equivalent to those present at the Acquired Companies immediately prior to the Effective Date.

3.1.3 Seller and its Affiliates shall have no obligation to upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used in the Run-Off Business or, except as otherwise expressly agreed upon by Seller, to provide any support or maintenance services for any computer hardware, software or network environment that has been upgraded, enhanced or otherwise modified by or on behalf of any Recipient.

3.1.4 In no event shall Seller be obligated under this Agreement to maintain the employment of any specific employee or acquire any additional equipment, software or other resources during the Term (other than to replace losses of equipment, software or other resources, to the extent made necessary by Section 2.4).

3.1.5 Notwithstanding anything to the contrary herein, (a) the Recipients will be the only entities that are entitled to have access to the Services under this Agreement, (b) no Recipient shall, directly or indirectly, resell or permit the use of any of the Services to or by any other Person (other than an Acquired Company), (c) in no event will any third party engaged by any Recipient be entitled to access the Services or any systems of Seller, its Affiliates or third party service providers and (d) in no event shall any Recipient, its Affiliates or their respective employees, third party technology consultants or other personnel be entitled to modify any Seller System or the Services.

Section 3.2. Work Processes, Rules and Procedures. Purchaser shall, and shall cause the Recipients and their respective Representatives to, comply with Seller's work processes, policies and procedures in effect immediately prior to the date hereof and any changes thereto Seller makes from time to time (consistent with

Section 2.4), and Purchaser acknowledges that Seller's ability to provide the Services is reliant on such compliance by the Recipients and their respective Representatives. Seller shall make available to Purchaser such work processes, policies and procedures and any updates or changes thereto using the means Seller normally uses to communicate such processes, policies and procedures to others or other reasonable means.

Section 3.3. Third Party Consents; Compliance with Applicable Agreements, Law and Governmental Orders.

3.3.1 Each Party shall be responsible for obtaining any license (including a modification to or extension or renewal of an existing license), consent, approval, permission or waiver under its own third party agreements pertaining to any software, equipment, systems or other materials or associated services required in connection with performance or receipt of the Services under this Agreement (each, a "Consent"). Each Party shall use its commercially reasonable efforts to cooperate with the other Party in obtaining such Consents from third parties. Purchaser shall be responsible for paying (or reimbursing Seller and its Affiliates for paying) for any fee, expense or other consideration required to be paid to a third party to obtain any Consent (a "Consent Fee"); provided, however, that the Parties shall share equally any Consent Fees for Initial Term IT Consents in excess of [REDACTED] in the aggregate. The term "Initial Term IT Consents" means Consents under Seller's third party agreements that are required for Seller to provide the Base IT Services (as defined in Exhibit A) during the 12-month period commencing on the Effective Date. For the avoidance of doubt, Initial Term IT Consents exclude all Consents required for or as a result of (i) Omitted Services, (ii) Customized Services, (iii) Extended Services (as defined below), (iv) any addition or other change to the Services requested by Purchaser (including in connection with changes for a Recipient), (v) Consents for In-Scope PC Software (as defined in Exhibit A) or (vi) Consents under Purchaser's third party agreements.

3.3.2 If, despite using commercially reasonable efforts, a Party is unable to obtain a Consent for which it is responsible, it shall use commercially reasonable efforts to obtain a replacement license, product or right, as applicable. If such replacement cannot be obtained using commercially reasonable efforts, the Parties shall work together in good faith to develop a mutually acceptable alternative arrangement that is sufficient to enable Seller to provide, and Purchaser to receive, the Services without such Consent. Purchaser shall be financially responsible for the costs of such replacement or alternative arrangement, as applicable. In any event, if Consent is not obtained by Purchaser or Seller, as applicable, then, subject to the Parties' using commercially reasonable efforts to obtain a replacement or agreeing upon an alternative arrangement to avoid the need for such Consent (as described above in this Section 3.3.2), Seller shall have no obligation to (and no liability for failing to) perform the Services for which such Consent is required unless and until such Consent is obtained in which case the Parties shall negotiate in good faith to agree to equitable adjustments to the

applicable Service Fees to account for costs (if any) avoided by Seller by not providing such discontinued Services.

Section 3.4. Third Party Agreements and Applicable Law. Purchaser acknowledges and agrees that any Services provided through third parties or using third party Intellectual Property are subject to the terms and conditions of any applicable agreements between Seller or its Affiliates and such third parties, as well as compliance with applicable Law and Governmental Orders. Purchaser agrees to comply, and to cause the other Recipients and their respective Affiliates to comply, with the terms and conditions of any such applicable third party agreements of which Purchaser or a Recipient is or has been made aware, and with applicable Law and Governmental Orders in connection with Recipients' receipt of the Services pursuant to this Agreement.

Section 3.5. Exception to Obligation to Provide Services. Notwithstanding anything to the contrary contained herein, Seller shall not be obligated to provide any Services if the provision of such Services would violate any Law.

Section 3.6. Excuse of Performance. Seller's failure to perform its obligations under this Agreement shall be excused (and any rights of a Recipient arising as a consequence of such failure shall not be exercised by Recipient) if and to the extent such Seller nonperformance is caused by (i) the acts or omissions of any Recipient or a third party acting for or on behalf of any Recipient or (ii) the failure of any Recipient or any third party acting for or on behalf of any Recipient to perform its or Purchaser's obligations under this Agreement. Seller shall use commercially reasonable efforts to perform its obligations notwithstanding such failure, provided that Purchaser works with the Seller governance team to remedy the failure. Purchaser shall be responsible for any additional costs incurred by Seller in connection with providing the Services as a result of such failure.

ARTICLE IV

BOOKS AND RECORDS AND ACCESS

Section 4.1. Books and Records. Seller shall keep books of account and other records in reasonable detail for any Service Fees for which Purchaser is required to reimburse Seller and for any Service Fees that are priced on a consumption (e.g., hourly) basis pursuant to this Agreement. Purchaser shall keep books of account and other records in reasonable detail relating to the Services, including any access to or use of or material transactions using the Seller Systems or Services. In each case, such books of account and other records shall be open for the other Party's inspection with reasonable prior written notice during normal business hours during the Term to verify that the Service Fees comply with the terms of this Agreement and to enable Seller to verify that Purchaser is in compliance with the terms of this Agreement, as the case may be; provided, however, that any such inspection, and any audit by Purchaser pursuant to Section 5.7(b), may be performed

only by an independent third party auditing firm of national standing that has been informed of the confidential nature of such information and that has entered into a written confidentiality agreement with the Party conducting such inspection, requiring the auditing firm to treat such information in a confidential manner and not to share such information with third parties. In no event shall any Recipient or such independent auditing firm be entitled to have access to Seller's cost of performing the Services or any information relating to the customers, suppliers or business partners of Seller or its Affiliates.

Section 4.2. Third Party Intellectual Property Audits. Where Seller has given Purchaser access to Intellectual Property in connection with the Services, Purchaser shall, and shall cause its Representatives to, provide to Seller or, at Seller's request, to the third party licensors of such Intellectual Property, to the extent required under the terms of such third party license agreement or where Seller or an Affiliate of Seller has agreed to permit similar access by such third party licensor, or an independent auditor, access at reasonable hours to Recipient personnel, facilities and records and other pertinent information, as Seller or such third party licensor or independent auditor may reasonably request, to verify that the use of the Intellectual Property meets applicable licensing requirements. Confidential Information of Purchaser provided to Seller or its Representatives through such access will be subject to Article X. If any such audit or inspection results in a discovery that a Recipient has failed to comply with any Seller or third party contract limitations or requirements, Purchaser shall be responsible for any costs associated with remedying such failure (e.g., purchasing additional licenses) and shall reimburse Seller for any costs Seller incurs in connection with the conduct of such audit.

ARTICLE V

SECURITY

Section 5.1. Seller Facilities. Seller shall perform the Services in such facilities as Seller has used prior to the Effective Date, and in other facilities as Seller may deem appropriate from time to time, without the need to obtain Purchaser's consent thereto. While at such facilities, Purchaser shall, and shall ensure that all Recipients and their respective personnel and Representatives shall, comply with Seller's, its Affiliates' and its Subcontractors' reasonable safety and security requirements and other relevant policies of which Purchaser or the applicable Recipient personnel have been made aware.

Section 5.2. Security Level; Additional Security Measures. Seller may, from time to time, implement such new or modified physical or information security measures with respect to the Services as Seller in its sole discretion deems necessary or appropriate, including measures (i) that affect the manner in which the Services are provided or (ii) that address any new security-related issues, including compliance with applicable Laws related to security and issues in connection with new technologies or threats. Purchaser shall provide, and shall require Recipients to

provide, all assistance reasonably requested by Seller in connection with such security measures.

Section 5.3. Access to the Seller Systems. Purchaser shall, and shall cause all Recipient personnel who have access to any systems of Seller or its Affiliates or third party service providers ("Seller Systems") to, limit their access to those portions of such systems for which they are authorized in connection with their receipt and use of the Services. Purchaser shall (i) limit such access to those Recipient personnel who are specifically authorized by Seller to use the Services and access the applicable Seller Systems, (ii) upon Seller's request, provide to Seller a written list of the names of all of the Recipient personnel who have been granted such access to particular Seller Systems and (iii) comply with Seller's (or its Affiliates' or any applicable Subcontractors') data security and privacy policies and procedures that have been provided to Purchaser or the applicable Recipient. All user identification numbers and passwords disclosed to Recipients to permit Recipient personnel to access the Seller Systems shall be deemed to be, and shall be treated as, Seller Confidential Information. As a condition to receiving access to Seller Systems, or other computer or electronic data storage systems of Seller, Seller may require Recipient personnel to execute agreements with Seller or otherwise confirm their agreement to comply with Seller's data security and privacy policies and procedures as a condition of their right to obtain such access.

Section 5.4. Right to Deny Access. If, at any time, Seller reasonably believes or reasonably determines (i) that any Recipient personnel has sought to violate or circumvent, or has circumvented, applicable Law or Seller's data security and privacy policies and procedures, (ii) that any unauthorized Recipient personnel has accessed the Seller Systems or (iii) that any Recipient personnel engaged in activities (A) that are not permitted hereunder or under applicable Law or the applicable Seller policies, procedures or work processes or (B) that Seller, in its discretion determines, based on how Seller handles similar issues with respect to Seller's retained businesses or Seller Systems, may lead to the unauthorized access, use, destruction, alteration or loss of data, information, software or any other form of loss or damage, Seller shall be permitted to immediately deny or terminate access to the Seller Systems by any such Recipient personnel and shall, within twenty-four (24) hours after taking such action, notify Purchaser in writing of the name(s) of such Recipient personnel and the circumstances surrounding such breach.

Section 5.5. Notifications to Seller. Purchaser shall, and shall cause the other Recipients to, (a) cooperate with Seller in investigating any apparent or suspected unauthorized access to the Seller Systems or any apparent or suspected unauthorized access or use of data or information within those Seller Systems and (b) notify Seller immediately in writing (i) if any Recipient has revoked the access of any Recipient personnel to Recipient's own computer systems or software or data stored therein if such Recipient personnel also has access to the Seller Systems and (ii) once any Recipient personnel is no longer employed by a Recipient or its Affiliates or no longer has a need to access the Seller Systems so that Seller can revoke such Recipient personnel's access to the Seller Systems.

Section 5.6. Anti-Virus Efforts. Each Party shall use substantially the same efforts that it generally uses with respect to its own users and Systems, but in each instance, reasonable efforts, to avoid computer viruses from being introduced into the systems of the other Party under this Agreement.

Section 5.7. Privacy and Data Protection.

(a) Seller has adopted a written information security program (“WISP”) consistent with the MA Security Law to govern the protection of all Personal Information Seller accesses, uses or maintains on behalf of Purchaser. During the Term and for a period of one (1) year thereafter, Seller shall maintain and adhere to, in all material respects, (a) a WISP and (b) other applicable security program documents, including its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws. “MA Security Law” means M.G.L c. 93H and I, and the Standards for the protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00.

(b) Subject to Section 4.1, Purchaser has the right, on thirty (30) days’ prior written notice, to evaluate or audit Seller once per year during the Term and once during the one (1) year period thereafter to determine whether Seller complies with or has the capacity to comply with applicable Privacy Laws. Seller shall cooperate with Purchaser to allow Purchaser to make such determination. Purchaser shall pay for the costs associated with such audits.

(c) If either Party receives notice of or otherwise becomes aware of a data breach through or from such Party, such Party shall immediately provide notice to the other Party regarding such notice or knowledge. The Parties shall cooperate with each other in responding to any such breach involving Personal Information that was provided to a Party to the other Party, or by such Party’s employees, agents or customers, hereunder.

ARTICLE VI

TERM AND TERMINATION

Section 6.1. Term.

6.1.1 This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with its terms, shall expire twelve (12) months after the Effective Date (the “Term”). For each Service outlined in Exhibit A, Seller’s obligations to provide such Service shall not extend past the earlier of the end of the corresponding “Service Period” listed in Exhibit A (each, a “Service Period”) or the expiration of the Term.

6.1.2 Purchaser may require Seller to extend this Agreement in respect of one or more of the Services for up to two (2), three (3) month extension periods (i.e., for a total of up to six (6) months), effective immediately following the

expiration of the corresponding Service Periods listed in Exhibit A for such Services (each, an "Extension"), by providing Seller written notice of such request at least sixty (60) days prior to the expiration of the Service Period listed in Exhibit A or the initial Extension, as applicable, for such Services, which notice will list the particular Services that are subject to such Extension, provided that Purchaser shall not have the right to an Extension in respect of any Services that are terminated early by Purchaser pursuant to Article VI or otherwise. Notwithstanding the foregoing, Purchaser acknowledges and agrees that Seller's ability to provide Services is dependent upon all Consents having been obtained, and Seller shall not be obligated to provide Services for which a Consent has not been obtained. Except as set forth in this Section 6.1.2, Seller shall not be obligated to agree to any extension of the Services.

6.1.3 In the event that Purchaser requires or requests the provision of any Service past the earlier of the end of its corresponding Service Period listed in Exhibit A or the expiration of the Term or, in the event Seller provides Purchaser with thirty (30) days' prior notice of the expiration of the Term (which notice will reference this Section 6.1.3 and state that if Purchaser does not request Seller to discontinue the provision of the applicable Services prior to the expiration of the Term, that Seller reserves the right, but shall not be obligated to, continue the provision of such Services), Purchaser does not notify Seller in writing that Purchaser requests Seller to discontinue the provision of the applicable Service and Seller, in its sole discretion, elects to continue providing such Services past the expiration of the Term (such Services in each case, "Extended Services"), the Service Fees for such Extended Services shall increase (over the Service Fees as of the expiration of the applicable Service Period) by [REDACTED] per month plus any additional Consent Fees and set-up, configuration, deployment or other costs and expenses to be incurred by Seller as a result of the extension. The Parties acknowledge and agree that nothing contained in this Section 6.1.3 shall be construed to (i) limit Purchaser's right to terminate any Service, including any Extended Services, pursuant to Section 6.2.2, or (ii) require Seller to provide Purchaser with any prior notice of the expiration of the Term or to continue providing the Services following the expiration of the Term.

Section 6.2. Termination.

6.2.1 Purchaser may terminate this Agreement for convenience, in its entirety, at any time upon at least sixty (60) days' prior written notice to Seller, provided that Purchaser complies with Section 6.3.1. For the avoidance of doubt, Consent Fees paid by Purchaser prior to such termination or termination under any other provision hereof shall be nonrefundable.

6.2.2 Purchaser may terminate any Service for convenience, in its entirety, at any time prior to the expiration of the corresponding Service Period specified in Exhibit A, upon at least thirty (30) days' prior written notice to Seller, provided that the Service to be terminated is expressly designated in Exhibit A as terminable pursuant to this Section 6.2.2, provided, further, that Purchaser

complies with **Section 6.3.1**. In connection with such termination, the Parties shall negotiate in good faith to agree to equitable adjustments in the applicable Service Fees in connection with such termination, to account for costs (if any) avoided by Seller by not providing such terminated Services.

6.2.3 Seller may terminate this Agreement or suspend performance of its obligations hereunder upon written notice to Purchaser in the event Purchaser (i) fails to pay any invoice sent to Purchaser pursuant to **Section 11.2** within thirty (30) days of the invoice date (except for amounts disputed in good faith by Purchaser in accordance with **Section 11.4**), and does not cure such failure within fifteen (15) days after written notice thereof from Seller, or (ii) materially breaches this Agreement (other than a failure to pay invoiced amounts covered by clause (i) above) and, if curable, fails to cure such breach within thirty (30) days after Seller sends Purchaser written notice of such breach.

6.2.4 Purchaser may terminate this Agreement upon written notice to Seller in the event Seller materially breaches this Agreement and, if curable, fails to cure such breach within thirty (30) days after Seller receives written notice from Purchaser of such breach.

6.2.5 Either Party may terminate this Agreement upon written notice having immediate effect in the event that the other Party (a) files for bankruptcy, (b) becomes or is declared insolvent or is the subject of any proceedings (that are not dismissed within sixty (60) days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, (c) makes an assignment for the benefit of all or substantially all of its creditors, (d) takes any corporate action for its winding-up, dissolution or administration or (e) enters into an agreement for the extension or readjustment of substantially all of its obligations or if it suffers any foreign equivalent of any of the foregoing.

6.2.6 This Agreement itself shall terminate upon the expiration of the Term or the termination of the last Service to be provided hereunder.

Section 6.3. Effect of Termination.

6.3.1 Within thirty (30) days after the termination or expiration of this Agreement or any Service, Purchaser shall pay to Seller all amounts accrued for Services and work performed and expenses incurred that are payable by Purchaser hereunder (including pursuant to **Exhibit A**), and Consent Fees for Consents obtained, prior to termination or expiration that have not then already been paid to Seller. In addition, if Purchaser exercises its right to terminate this Agreement or any Service(s) pursuant to **Section 6.2.1** or **6.2.2**, or this Agreement is terminated by Seller pursuant to **Section 6.2.3** or **6.2.5**, Purchaser shall pay Seller an amount equal to Seller's out-of-pocket expenses, including early termination charges, kill fees, wind-down costs, minimum volume make-up fees, Consent Fees and other fees and costs payable or that have been paid in advance by Seller (or any of its Affiliates), that arise in whole or in part as a result of or in connection with the

early termination of this Agreement or any Service, including unamortized costs that Seller or its Affiliates previously incurred or are required to pay for services, equipment, licenses or other assets used for the provision of the terminated Services, including ongoing third party license, service or support fees (collectively, "Termination Fees"). The Termination Fees shall be invoiced to and payable by Purchaser within thirty (30) days after the date of invoice. With respect to the termination of this Agreement, or any Service, by Purchaser prior to the end of the twelve (12) month period starting on the Effective Date, the Termination Fees shall not exceed an amount (if any) by which (i) the total aggregate of the anticipated IT Base Service Fees and the anticipated Non-IT Base Service Fees (which shall be deemed to be [REDACTED] per month for purposes of this Section 6.3.1) during such twelve (12) month period, *exceeds* (ii) the amount of the actual IT Base Service Fees and Non-IT Base Service Fees paid by Purchaser to Seller as of the date of such termination for IT Base Services and Non-IT Base Services, respectively, provided that the foregoing limitation on Termination Fees shall not apply to (A) any termination occurring after the twelve (12) month period after the Effective Date or (B) any Migration Services, Omitted Services, Customized Services or other services that may be added to the scope of this Agreement (or any modifications thereof requested or approved by Purchaser) or (C) any Consent Fees or other amounts described in the first sentence of this Section 6.3.1. The Parties may agree in writing to limitations on Termination Fees with respect to Customized Services or other services that may be added to the scope of this Agreement.

6.3.2 Expiration or termination of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party for any liability or obligation incurred under this Agreement through the effective date of such expiration or termination, including with respect to any Service Fees or expenses that accrued on or before the effective date of such expiration or termination.

6.3.3 At Purchaser's request, upon expiration or termination of this Agreement Seller will deliver to Purchaser, in the format maintained by Seller, all Recipient Data (as defined below) that is stored electronically on In-Scope Seller Systems (as defined in Exhibit A hereto), except for Recipient Data that is commingled with data or materials owned or licensed by Seller or its Affiliates ("Commingled Data"). Notwithstanding anything to the contrary contained in this Agreement or the Purchase Agreement, Seller shall not be obligated to delete, destroy or cause to be deleted or destroyed any such Purchaser Confidential Information, and Seller shall continue to treat in accordance with Article X any such Purchaser Confidential Information that may be retained by Seller following the termination of this Agreement. Upon request, Purchaser shall return to Seller all tangible personal property and records, including Confidential Information, of Seller and not subject to a continuing license and in Purchaser's possession as of the termination date without retaining a copy thereof.

6.3.4 Migration Services. During the Term, Seller shall provide, or shall cause a third party service provider to provide, to Purchaser the migration services identified as such in Exhibit A (the "Migration Services") in connection with the separation of Commingled Data and other aspects of the transition to Purchaser of Seller's performance of the Services (the "Transition"). Such Migration Services will be provided for the applicable Service Fees set forth in Exhibit A. In the absence of such Migration Services on Exhibit A, the Parties shall negotiate in good faith to agree upon the Migration Services to be provided and associated Service Fees.

6.3.5 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect, including the following: Sections 4.2, 6.3 (other than Section 6.3.4) and 8.2 and Articles IX (Data and Intellectual Property) (other than Section 9.2.3), X (Confidentiality), XI (Fees and Payments), XII (Disclaimers of Warranties and Representations), XIII (Indemnification and Limitations on Liability), XIV (Force Majeure) and XV (Miscellaneous).

ARTICLE VII

ADDITIONAL RECIPIENT RESPONSIBILITIES

Section 7.1. Responsibilities of Purchaser. In addition to performing the other responsibilities of Purchaser set forth in Exhibit A or elsewhere in this Agreement, Purchaser shall, and shall cause each Recipient to:

7.1.1 Provide the services of Recipient personnel to reasonably assist Seller and its applicable Affiliates and Subcontractors in the performance of the Services, where necessary or appropriate;

7.1.2 Provide Seller and its applicable Affiliates and Subcontractors with reasonable access to Recipient resources and facilities for the performance of the Services;

7.1.3 Provide Seller and its applicable Affiliates and Subcontractors with timely, accurate and complete information and documentation as required by Seller and its applicable Affiliates and Subcontractors to perform the Services;

7.1.4 Ensure the accuracy of data input into the Seller Systems;

7.1.5 Provide timely decisions and approvals to allow Seller to perform, or cause to be performed, its obligations hereunder;

7.1.6 Reasonably cooperate with Seller and its Affiliates and Subcontractors with respect to the provision of the Services; and

7.1.7 Ensure that Recipient systems and the Recipients' use of the Seller Systems and Services comply with all Laws applicable to the Run-Off Business, and is in accordance with the provisions of this Agreement.

ARTICLE VIII

SERVICE MANAGERS/DISPUTE RESOLUTION

Section 8.1. Service Managers. Seller and Purchaser will each designate a service manager (that Party's "Service Manager"), who will be directly responsible for coordinating and managing the delivery or receipt of the Services and who will have the authority to act on such Party's behalf with respect to matters relating to this Agreement. The Service Managers will also discuss progress in the transition of the Services hereunder and may establish a set of procedures, including frequency of meetings and reporting, and other reasonable structures for their cooperation and the cooperation of the Parties in the execution of their obligations pursuant to this Agreement. Unless otherwise agreed to by the Parties, all communications relating to this Agreement and the Services shall be directed to the Service Managers. With respect to matters relating to the Services or under this Agreement requiring dispute resolution, the Parties and their respective Service Managers will follow the dispute resolution process outlined in this Article VIII. The Parties' initial Service Managers are set forth on Exhibit B hereto. Seller and Purchaser shall have the right, in their sole discretion, upon prior written notice to the other Party, to replace their respective Service Manager from time to time with a substitute manager.

Section 8.2. Expedited Arbitration.

8.2.1 Initiation. Either Party may submit any dispute arising out of or relating to this Agreement (a "Dispute") involving a claim having an alleged monetary value of less than \$200,000 (Two Hundred Thousand Dollars) to binding arbitration according to the procedures set forth in this Section 8.2 by electronically transmitting a complaint to the other Party, citing this Section 8.2, describing the nature of the claim and specifying the amount of compensation demanded. The length of the complaint shall not exceed 3,000 words. Transactional documents and demonstrative aids (e.g., tables, charts and graphs) can be included as exhibits to the complaint and shall not count against such maximum length.

8.2.2 Designation of Arbitrator. At the same time that such Party (the "Claimant") transmits the complaint to the other Party (the "Respondent"), Claimant shall request the appointment of a single arbitrator to assist in resolving the Dispute (the "Arbitrator"). The Arbitrator will be a member of JAMS. If the Parties cannot agree on the identity of the Arbitrator, the JAMS administrator will select the Arbitrator.

8.2.3 Response. Within five (5) business days of receiving such complaint, the Respondent shall electronically transmit an answer to the Claimant responding to such complaint and specifying the amount of compensation, if any, the Respondent is willing to pay Claimant to resolve the Dispute. The length of the answer may be up to 3,000 words, and transactional documents and demonstrative aids can be included as exhibits to the answer and shall not count against such maximum length. PowerPoint may not be used in the complaint or answer. If the Respondent takes the position that it needs more than five (5) business days to respond to the complaint, and the Parties cannot agree on an extension, then the Respondent may request an extension of up to ten (10) business days from the Arbitrator. The Arbitrator may approve or deny such extension in the Arbitrator's sole discretion.

8.2.4 Hearing. If the Parties are unable to settle the Dispute within five (5) business days after the transmission of the answer ("**Pre-hearing Settlement Period**"), the Arbitrator will schedule a telephonic hearing to resolve the Dispute. The Arbitrator will not do any work on the case until after the expiration of the Pre-hearing Settlement Period, unless the Respondent requests an extension of time to respond to the complaint, in which case the Arbitrator will promptly approve or deny such request. The Arbitrator will consult with the Parties to set a mutually convenient time for the hearing. However, unless otherwise agreed by the Parties, the hearing must take place no later than ten (10) business days after the expiration of the Pre-hearing Settlement Period. During the hearing, each side shall have up to one (1) hour to present its position, including time answering the Arbitrator's questions. Claimant will present its position first. The Arbitrator may ask additional questions or allow additional argument for up to a total of thirty (30) additional minutes after the Parties have finished their initial presentations.

8.2.5 Award. Within ten (10) business days after the hearing, the Arbitrator shall electronically transmit an arbitration award to the Parties informing them of the Arbitrator's decision. In resolving the Dispute, the Arbitrator may select only the Claimant's monetary demand or the Respondent's monetary offer, whichever the Arbitrator concludes represents the most reasonable resolution of the Dispute. The Arbitrator may not award any other amount in between or greater or lesser than the amounts specified in the complaint or answer. The Arbitrator is not required to provide an explanation of the basis of the award unless both Parties request a reasoned decision at the end of the arbitration hearing. The Arbitrator's award shall be final and non-appealable.

8.2.6 Fees and Costs. If the Dispute is settled before the Arbitrator transmits the arbitration award, the Parties will each pay equal portions of the Arbitrator's fees and costs. If the Dispute is not so settled, the Party whose position is not selected by the Arbitrator will be responsible for paying the fees and costs of the Arbitrator and the reasonable attorneys' fees and costs of the prevailing Party. The Arbitrator will determine the reasonable amount of attorneys' fees and costs that the losing Party must pay the prevailing Party.

Section 8.3. Except for Disputes described in Section 8.2, the Parties agree that any Dispute shall be first submitted for resolution to the Service Managers. If the Service Managers fail to resolve a Dispute within a reasonable time following its submission to the Service Managers, but in no event more than ten (10) Business Days, then, at the request of either Party, such Dispute shall be submitted to a senior officer of each of the Parties, and such senior officers shall attempt in good faith to resolve the Dispute. If such senior officers cannot resolve the Dispute in such manner within a reasonable time, but in no event more than twenty (20) Business Days, then, either Party may initiate proceedings in the New York Courts as described in Section 15.8. The Parties agree that all discussions, negotiations and other information exchanged between the Parties during the foregoing escalation proceedings shall be without prejudice to the legal position of either Party (including a Party's Affiliates or Subcontractors) in any subsequent proceeding and shall be treated as Confidential Information. Notwithstanding the foregoing, either Party may seek a temporary restraining order or injunction against the other Party in the event of a breach of any confidentiality obligation under Article X, or to prevent a Party's wrongful use of any Intellectual Property.

ARTICLE IX

DATA AND INTELLECTUAL PROPERTY

Section 9.1. Ownership of Recipient Data. Subject to the following sentence, Purchaser shall own all right, title and interest in and to all data generated solely for the Recipients by Seller and its Affiliates in performing the Services ("Recipient Data"). Seller and its Affiliates shall be the sole and exclusive owners of all technical, administrative or other data relating to the operation of the Seller Systems or other aspects of the Services infrastructure or to Seller's and its Affiliates' Intellectual Property.

Section 9.2. Intellectual Property.

9.2.1 Ownership of Intellectual Property. Subject to the nonexclusive license expressly provided in Section 9.2.3 and 9.2.4 and Purchaser's rights in Recipient Data pursuant to Section 9.1, nothing in this Agreement shall grant or transfer any rights, title or interests in or to any Intellectual Property invented or created before or after the Effective Date by or on behalf of Seller or its Affiliates or otherwise controlled by or licensed to Seller or its Affiliates.

9.2.2 Development of Intellectual Property. Subject to Purchaser's rights in Recipient Data pursuant to Section 9.1, as between the Parties, all Intellectual Property developed or acquired by or for Seller or any of its Affiliates, whether alone or jointly with any Recipient (or the Representatives of any Recipient), in connection with providing the Services shall be owned solely and exclusively by Seller.

9.2.3 Limited License to Use Seller Work Processes and Software. Subject to the terms and conditions of this Agreement, Seller grants to Purchaser a limited, non-exclusive, non-assignable license to use the work processes and software owned by Seller and/or its Affiliates that are provided to Purchaser in connection with the Services solely to the extent necessary for Purchaser to receive Services and execute its responsibilities under this Agreement. THE SELLER WORK PROCESSES AND SOFTWARE ARE PROVIDED BY SELLER ON AN AS-IS BASIS. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH WORK PROCESSES AND SOFTWARE.

9.2.4 Limited License to Specified Seller Software. Subject to the terms and conditions of this Agreement, Seller grants to Purchaser a limited, non-exclusive, non-assignable (except as provided otherwise in Section 15.3 for assignment to a successor to the Run-Off Business), perpetual, fully paid-up license, during and after the Term, to use, copy, modify and create derivative works of the Specified Seller Software solely to support the Run-Off Business and solely on computers owned or controlled by Purchaser. The licenses granted under this paragraph are not sublicensable, except that Purchaser may permit its contractors to use or modify the Specified Seller Software solely on behalf of the Recipients and solely for Recipients' benefit, provided that those contractors have agreed in writing to maintain the confidentiality of such software. For the avoidance of doubt, Seller will have no obligation to provide support or assistance with respect to any Specified Seller Software (or any modifications thereof), nor any obligation to operate such software on behalf of Purchaser. THE SPECIFIED SELLER SOFTWARE IS PROVIDED BY SELLER ON AN AS-IS BASIS. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH SOFTWARE.

Section 9.3. No Implied Licenses. Except as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to Purchaser or any Recipient, by implication, estoppel or otherwise, license rights, ownership rights or any other Intellectual Property rights in any technology, inventions, work processes, hardware, software or any other tangible or intangible assets owned, controlled or licensed by Seller or any of its Affiliates.

ARTICLE X

CONFIDENTIALITY

Section 10.1. Definition of Confidential Information. As used in this Agreement:

(a) "Seller Confidential Information" means information owned by or concerning Seller or its Affiliates disclosed or otherwise learned by Purchaser or the Recipients in the course of performance of this Agreement, including the terms and conditions of this Agreement, including information related to the Services (including technical specifications,

network diagrams, facilities, technology, systems, processes, products, operations, business plans or opportunities, performance, customers or sales), except for:

(i) information that is or becomes generally publicly available (other than through disclosure in breach of this Agreement by Purchaser, its Representatives, its Affiliates or its third party service providers), from and after the date of public availability;

(ii) information that is independently derived by Purchaser or its Representatives without use of or reference to Seller Confidential Information; or

(iii) information disclosed to Purchaser or its Representatives by a third party not known to be bound by any confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Seller or its Representatives, provided that, (A) under the circumstances of disclosure, Purchaser and its Representatives do not owe a duty of nondisclosure to such third party and (B) the disclosure by such third party is not otherwise unlawful.

(b) **"Purchaser Confidential Information"** means information owned by or concerning Purchaser that is disclosed or otherwise learned in the course of performance of this Agreement, including the terms and conditions of this Agreement and any Business Confidential Information, except for:

(i) information that is or becomes generally publicly available (other than through disclosure in breach of this Agreement by Seller or its Representatives) from and after the date of public availability;

(ii) information that is independently derived by Seller or its Representatives without use of or reference to Purchaser Confidential Information;

(iii) information disclosed to Seller or its Representatives by a third party not known to be bound by any confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Purchaser or its Representatives, provided that, (A) under the circumstances of disclosure, Seller and its Representatives do not owe a duty of nondisclosure to such third party and (B) the disclosure by such third party is not otherwise unlawful.

Section 10.2. **Obligations.** Seller and Purchaser shall not, and shall cause their respective Affiliates and each of their and their Affiliates' directors, officers, employees, vendors, representatives and agents (collectively, **"Representatives"**) not to, disclose to any other Person or use, except for purposes of this Agreement (and only in accordance with applicable Law and Governmental Orders), any information that is Seller Confidential Information or Purchaser Confidential Information, respectively, provided that each Party may disclose Seller Confidential Information or Purchaser Confidential Information, as the case may be, (i) to its Representatives on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement, (ii) in a regulatory or securities law filing if required to be included therein under applicable Law or Governmental Orders

or, subject to **Section 10.3**, in response to any summons, subpoena or other legal process or formal or informal investigative demand or regulatory request issued by a Governmental Authority to such Party or its Representatives in the course of any litigation, investigation, inquiry or administrative proceeding, (iii) to enforce its rights under this Agreement or (iv) with the prior written consent of Seller (in the case of disclosure by Purchaser) or Purchaser (in the case of disclosure by Seller).

Section 10.3. **Required Disclosures.** In the event that Seller, Purchaser or any of their respective Representatives (such Person(s), collectively, the "**Disclosing Party**") is required or requested by deposition, interrogatory, request for documents, subpoena, civil investigative demand, regulatory request or similar judicial, regulatory or administrative process to disclose any Seller Confidential Information or Purchaser Confidential Information, as the case may be, the Disclosing Party shall provide Purchaser or Seller, as the case may be (the "**Non-disclosing Party**"), with prompt prior written notice of such requirement so that the Non-disclosing Party may seek (at the Non-disclosing Party's expense) a protective order or similar remedy to cause Seller Confidential Information or Purchaser Confidential Information, as the case may be, not to be disclosed. In the event that such protective order is not sought or other similar remedy is not timely obtained or the Non-disclosing Party waives compliance with the provisions of this **Section 10.3**, the Disclosing Party shall furnish only that portion of Seller Confidential Information or Purchaser Confidential Information, as the case may be, that the Non-disclosing Party's legal counsel has advised is required or requested, and shall exercise commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded such disclosed Seller Confidential Information or Purchaser Confidential Information, as the case may be, to the extent practicable under the circumstances.

ARTICLE XI

FEES AND PAYMENT

Section 11.1. **Service Fees.** Commencing upon the Effective Date, the fee, rate or amount to be charged to Purchaser for the Services (the "**Service Fees**") shall be as set forth in **Exhibit A**.

Section 11.2. **Billing and Payment Terms.** Seller shall invoice Purchaser following the end of a given calendar month for (i) the Service Fees, (ii) the Termination Fees, (iii) the Consent Fees and (iv) out-of-pocket expenses incurred during such calendar month (which out-of-pocket expenses are permitted or contemplated under this Agreement (including under **Exhibit A**) or otherwise agreed upon by the Parties). Purchaser acknowledges that there may be a lag in the submission of charges from third parties relating to the provision of the Services. Purchaser shall pay all such invoices within thirty (30) days after receipt thereof. Payments not made in accordance with the preceding sentence shall bear simple interest at a rate of fifteen percent (15%) per annum, computed based on a 365-day year, from and including the date such payment is due until, but excluding, the date of payment.

Section 11.3. Taxes.

11.3.1 The consideration payable to Seller pursuant to Section 11.1 and Section 11.2 shall, except as otherwise provided in this Section 11.3, exclude any and all Taxes imposed on the sale of the Services and any and all Taxes otherwise imposed on, sustained or incurred with respect to, or applicable to, the Services, provided that Purchaser shall bear any and all sales, use and other similar Taxes imposed on the sale or provision of the Services. Seller shall collect from Purchaser and remit any such sales, use and other similar Taxes if required to do so by applicable Law.

11.3.2 Each Party shall cooperate with the other Party and take any reasonably requested action that does not cause such Party to incur any material cost or inconvenience in order to minimize any sales, use or other similar Taxes imposed on the sale of the Services, including providing sales and use tax exemption certificates or other documentation necessary to support tax exemptions. Each Party agrees to provide the other Party such information and data as reasonably requested from time to time, and to fully cooperate with the other Party, in connection with (i) the reporting of any sales, use or other similar Taxes payable pursuant to this Agreement, (ii) any audit relating to any sales, use or other similar Taxes payable pursuant to this Agreement or (iii) any assessment, refund, claim or proceeding relating to any such sales, use or other similar Taxes.

Section 11.4. Billing Disputes. If Purchaser disputes in good faith that all or any portion of an invoice is payable under this Agreement, it shall, within thirty (30) days of its receipt of such invoice, pay the portion of such invoice which it does not dispute and shall give prompt written notice to Seller (which notice shall be provided to Seller prior to the end of such 30-day period) of the disputed amount and the basis on which Purchaser disputes such amount. Purchaser shall not be in breach or default of this Agreement for failing to pay all or any portion of an invoice within thirty (30) days of its receipt of such invoice if Purchaser complies with the requirements of the previous sentence and pays to Seller the amount determined to be due to Seller. If there is a disputed amount, the Parties shall apply the dispute resolution procedures set forth in Article VIII.

ARTICLE XII

DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

Section 12.1. Except as expressly set forth in Section 2.4, and subject to Article XIII, Purchaser (on behalf of it and its Affiliates) acknowledges and agrees that the Services are provided as is, that Purchaser (on behalf of itself and its Affiliates) assumes all risks and liabilities arising from or relating to its use of and reliance upon the Services, and that Seller (on behalf of itself and its Affiliates) makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.4, SELLER (ON BEHALF OF ITSELF AND ITS AFFILIATES) HEREBY EXPRESSLY DISCLAIMS ALL

REPRESENTATIONS, WARRANTIES AND CONDITIONS REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, SECURITY, PERFORMANCE, NON-INFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.

Section 12.2. Purchaser and its Affiliates shall be solely responsible for their compliance with applicable Law, and nothing in this Agreement shall be construed as a representation or warranty by Seller that any Service or other items provided in connection therewith complies with or is sufficient to satisfy any of Recipient's obligations under any applicable Law.

ARTICLE XIII

INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 13.1. Indemnification by Seller. Subject to the limitations set forth in this Agreement, Seller agrees to indemnify and hold harmless Purchaser, each of its Affiliates, and its and their respective officers, directors, employees, agents and other Representatives (each, a "**Purchaser Indemnified Party**") from any and all Losses due to a third party claim (excluding a claim by any Affiliate of Purchaser or a Recipient) arising out of or relating to the fraud, gross negligence or willful misconduct of Seller or its Affiliates in providing the Services pursuant to this Agreement; provided, however, that to the extent and in the proportion Losses also arise out of or relate to the performance by any of the Recipients of their obligations under this Agreement or any act or failure to act of any Purchaser Indemnified Party, then Seller's indemnity under this Section 13.1 shall not apply.

Section 13.2. Indemnification by Purchaser. Subject to the limitations set forth in this Agreement, Purchaser shall indemnify Seller, each of its Affiliates, and its and their respective officers, directors, employees, agents and other Representatives (each, a "**Seller Indemnified Party**") from any and all Losses due to a third party claim (excluding a claim by any Affiliate of Seller) arising out of and relating to this Agreement, including the performance (or failure to perform) by Seller of its obligations under this Agreement, or any claim asserted by any Recipient or any Affiliate or Representative of Purchaser relating to or in connection with this Agreement, or the fraud, gross negligence or willful misconduct of Purchaser or its Affiliates under this Agreement; provided, however, that to the extent and in the proportion Losses also arise out of or relate to the fraud, gross negligence or willful misconduct of any Seller Indemnified Party, then Purchaser's indemnity under this Section 13.2 shall not apply.

Section 13.3. Indemnification Procedures. Each Party acknowledges and agrees that Section 7.4 of the Purchase Agreement shall apply, *mutatis mutandis*, with respect to indemnification procedures for any claim of indemnity hereunder.

Section 13.4. Limitations of Liability. Notwithstanding any other provision of this Agreement, the Parties agree that, to the maximum extent permitted by applicable Law, the total aggregate liability of Seller under or in connection with this Agreement, the Services performed or to be performed for any Recipient pursuant to this Agreement, the Seller Systems, the transactions contemplated by this Agreement or any Seller Indemnified Party's actions or inactions in connection therewith, regardless of the form of the action or the theory of the recovery, whether in contract, tort (including negligence) or otherwise, except with respect to fraud or willful misconduct committed by Seller, shall be limited as follows:

(1) Subject to the limitations set forth in Section 13.4(4), with respect to Losses arising out of or relating to the failure by Seller to meet the standards set forth in Section 2.4, subject to Section 13.4(2), at Purchaser's request and subject to Seller's reasonable approval, the re-performance of such Services (if applicable), or direct damages not to exceed the greater of (i) [REDACTED] or (ii) the amount paid of the applicable portion of the Service Fee paid to and retained by Seller attributable to the affected Services during the period that such Services did not meet such standards;

(2) Subject to the limitations set forth in Section 13.4(4), with respect to indemnity claims under Section 13.1 or claims arising out of or relating to the gross negligence of Seller, an amount not to exceed the greater of (i) [REDACTED] or (ii) the Service Fees actually received and retained by Seller from Purchaser for the affected Services during the twelve (12) months preceding the last act or omission giving rise to such claims or, in the event such last act or omission occurs during the first twelve (12) months following the Effective Date, an amount equal to twelve (12) times the Service Fees actually received and retained by Seller from Purchaser for the affected Services in the month preceding such last act or omission;

(3) Subject to the limitations set forth in Section 13.4(4), with respect to all other Losses under or in connection with this Agreement, an amount not to exceed the greater of (i) [REDACTED] or (ii) the Service Fees actually received and retained by Seller from Purchaser for the affected Services during the six (6) months preceding the last act or omission giving rise to such Losses or, in the event such last act or omission occurs during the first six (6) months following the Effective Date, an amount equal to six (6) times the Service Fees actually received and retained by Seller from Purchaser for the affected Services in the month preceding such last act or omission; and

(4) Notwithstanding anything to the contrary contained herein, the total aggregate liability of Seller under or in connection with this Agreement, the Services performed or to be performed for any Recipient pursuant to this Agreement, the Seller Systems, the transactions contemplated by this Agreement or any Seller Indemnified Party's actions or inactions in connection therewith (including amounts for which Seller would otherwise be liable pursuant to Sections 13.4(1), 13.4(2) and 13.4(3)), regardless of the form of the action or the theory of the recovery, whether in contract, tort (including negligence) or otherwise, except with respect to fraud or willful misconduct committed

by Seller, shall be limited to the Service Fees actually received and retained by Seller from Purchaser during the twelve (12) months preceding the last act or omission giving rise to such Losses or, in the event such last act or omission occurs during the first twelve (12) months following the Effective Date, an amount equal to the (i) Service Fees actually received and retained by Seller from Purchaser during the months of such 12-month period during which Service Fees are so paid and (ii) Service Fees that are required to be received by Seller from Purchaser (and that would be retained by Seller) during the remaining months of such 12-month period.

13.4.1 Upon a claim of a breach of this Agreement, the non-breaching Party shall give the breaching Party a reasonable opportunity to correct the breach within thirty (30) days of the non-breaching Party delivering written notice of such breach to the breaching Party. If the breaching Party is able to cure the breach within thirty (30) days and the non-breaching Party has not incurred any actual Losses, the breaching Party shall not be liable for any Losses hereunder.

13.4.2 Seller and Purchaser each agree to, and shall cause the Seller Indemnified Parties and Purchaser Indemnified Parties, respectively, to use commercially reasonable efforts to mitigate and otherwise minimize its and their respective Losses, whether direct or indirect, due to, resulting from or arising in connection with any failure by a Seller Indemnified Party or Purchaser Indemnified Party, as applicable, to perform fully any obligations under, and to comply with, this Agreement.

13.4.3 Any indemnification claim by a Purchaser Indemnified Party with respect to any Service will be deemed waived if not made in writing to Seller before the day that is sixty (60) days after the date upon which the third party claim, as described in Section 13.1, is made. In addition, all claims by Purchaser or Recipient for Losses arising out of or based upon this Agreement, or the performance by Seller of its obligations under this Agreement (except indemnification claims covered by the first sentence of this Section 13.4.3), shall be deemed waived unless made by Purchaser in writing within sixty (60) days following the date upon which such claim arose.

13.4.4 The limitations and disclaimers of Seller's liability in this Article XIII shall apply to all Seller Indemnified Parties.

13.4.5 EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS FOR DAMAGES FOR WHICH A PARTY IS INDEMNIFIED PURSUANT TO SECTION 13.1 TO THE EXTENT DAMAGES OF THE TYPES SPECIFIED BELOW ARE AWARDED TO THE THIRD PARTY BRINGING SUCH CLAIM BY A COURT OF COMPETENT JURISDICTION AND EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE X, NEITHER PARTY SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY (OR THEIR RESPECTIVE PERSONNEL) OR ANY THIRD PARTIES FOR EXEMPLARY, CONSEQUENTIAL, INDIRECT, SPECIAL,

INCIDENTAL, TREBLE OR PUNITIVE DAMAGES OR FOR DAMAGES BASED ON LOST PROFITS, LOST SALES, LOST SAVINGS, BUSINESS INTERRUPTION OR LOST BUSINESS THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PERFORMANCE (OR FAILURE TO PERFORM) HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR A SELLER INDEMNIFIED PARTY HAD BEEN APPRISED OF THE LIKELIHOOD THEREOF.

13.4.6 Regardless of any other rights under any other agreements or mandatory provisions of Law, neither Seller nor Purchaser shall have the right to set off the amount of any claim it may have under this Agreement, whether contingent or otherwise, against any amount owed by such Party to the other Party, whether under this Agreement or otherwise.

13.4.7 Without limiting either Party's termination rights under Article VI or ability to seek injunctive relief under Section 8.2, neither Party shall have any remedy arising out of or relating to the breach of this Agreement other than the indemnification remedies set forth in Sections 13.1 and 13.2, as applicable, and claims for direct Losses referred to in this Section 13.4 and claims for indirect Losses for breach of confidentiality obligations and indemnification claims to the extent such Losses are expressly excluded from the disclaimer set forth in Section 13.4.5, in each case subject to the limitations and exclusions set forth in this Article XIII.

13.4.8 Insurance. Seller shall cause its insurers to waive their rights of subrogation against Purchaser with respect to any claim under or in connection with this Agreement. Likewise, Purchaser shall cause its insurers to waive their rights of subrogation against Seller with respect to any claim under or in connection with this Agreement.

ARTICLE XIV

FORCE MAJEURE

Section 14.1. In the event that either Party, its Affiliates or their respective third party service providers is wholly or partially prevented from, or delayed or restricted in, performing or fulfilling any of such Party's obligations under this Agreement (other than Purchaser's payment obligations hereunder), by reason of events beyond such Party's, its Affiliates' or their respective third party service providers' reasonable control (including failure by a Recipient to comply with the terms and conditions of this Agreement (which failure shall not excuse Purchaser's performance), acts of God, acts of nature, acts, decrees or orders of governmental, regulatory or military authorities, fire, explosion, lack of utilities, accident, embargoes, disruption or delay in transportation, epidemics, war, acts of terrorism, nuclear disaster, labor strikes, work stoppages or slowdowns, changes in law or regulations or legal or regulatory actions, including restraining orders and injunctions, civil unrest and/or riots or disruption of Internet access (including access disruptions

as a result of any virus, worm, Trojan horse, etc.) (any of the foregoing or other type of similar event, a "**Force Majeure Event**"), (i) such Party shall not be obligated to perform or fulfill such obligations during such period (other than Purchaser's payment obligations hereunder), (ii) Purchaser shall not be obligated to pay for any Services not delivered during such period except for any Consent Fees or Termination Fees and (iii) the Term shall not be tolled during or extended for all or part of such period.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Notices. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid, return receipt requested) or by a national courier service (delivery of which is confirmed) or (c) upon confirmation if sent by facsimile, in each case to the Person at the address set forth below, or at such other address as may be designated in writing hereafter, in the same manner, by such Person:

OneBeacon Insurance Group LLC
601 Carlson Parkway
Minnetonka, MN 55305
Telephone: (952) 852-6731
(952) 852-6024
Facsimile: (888) 353-6247
(888) 862-8724
Attention: Maureen A. Phillips
Senior Vice President and General Counsel
Bradford W. Rich
Senior Vice President

with a copy (which shall not constitute notice to Seller for the purposes of this Section 15.1) to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 782-0600
Facsimile: (312) 701-7711
Attention: Edward S. Best

If to Purchaser:

[•]
[•]

Telephone: [•]
Facsimile: [•]
Attention: [•]

with a copy (which shall not constitute notice to Purchaser for the purposes of this Section 15.1) to:

Edwards Wildman Palmer LLP

[•]

[•]

Telephone: [•]

Facsimile: [•]

Attention: [•]

Section 15.2. Amendment, Modification and Waiver. Any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment, by the Parties or, in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 15.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations under it may be directly or indirectly assigned, delegated, sublicensed or transferred by either of the Parties, in whole or in part, to any other Person (including any bankruptcy trustee) by operation of law or otherwise, whether voluntarily or involuntarily, without the prior written consent of the other Party, and any attempted or purported assignment in violation of this Section 15.3 will be null and void, except that Seller may, without Purchaser's consent, assign any or all of its rights, interests and obligations hereunder to (a) an Affiliate or (b) to a third party acquiring control of Seller or in connection with a merger, acquisition or sale of all or a substantial portion of the assets of Seller, provided that any such assignee agrees in writing to be bound by all of the terms, conditions and provisions contained herein, and no such assignment shall relieve Seller of any liability or the performance of any of its obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 15.4. Entire Agreement. This Agreement, including the Exhibits and Annexes attached hereto and thereto (which are incorporated by reference herein), together with the Purchase Agreement solely to the extent expressly set forth herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter.

Section 15.5. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 15.6. Public Disclosure. The Parties shall agree on the form and content of any initial press release and, except with the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned), shall not issue any other press release or other public statement or communication with respect to this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby, provided that the Parties may, without the prior written consent of the other Party, issue such communication or make such public statement (a) as may be required by applicable Law or stock exchange rules and, if practicable under the circumstances, after reasonable prior consultation with the other Party or (b) to enforce its rights under this Agreement or any Ancillary Agreement.

Section 15.7. Governing Law. This Agreement and its enforcement will be governed by, and interpreted in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.

Section 15.8. Submission to Jurisdiction. Each Party hereby submits to the exclusive jurisdiction of (a) the United States District Court for the Southern District of New York sitting in the Borough of Manhattan, or (b) if such court does not have jurisdiction, any state court located in the Borough of Manhattan, including in the case of subclauses (a) and (b) above, any appellate courts therefrom (the "New York Courts") for any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof or any transactions contemplated by this Agreement, except as provided in Section 8.2. Each Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court. Each of the Parties irrevocably and unconditionally waives and agrees not to plead or claim in any such court (i) that it is not personally subject to the jurisdiction of the New York Courts for any reason other than the failure to serve process in accordance with applicable Law, (ii) that it or its property is exempt or immune from jurisdiction of the New York Courts or from any legal process commenced in the New York Courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by applicable Law that (A) the suit, action or proceeding in the New York Courts is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by the New York Courts.

Section 15.9. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY THEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTY NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 15.9. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 15.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

Section 15.11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance is found by a court or other Governmental Authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision or the application thereof in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

Section 15.12. Independent Contractors. The Parties are and shall remain independent contractors, and no Party is or shall be deemed to be an employee, agent, partner, franchisee or joint venturer of or with any other Party. No Party shall hold itself out as an agent of the other Party, and no Party shall have the authority to bind the other Party. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute Seller acting as an agent of any Recipient in the conduct of its

business. Seller shall act as an independent contractor and not as the agent of Purchaser or its Affiliates in performing such Service.

Section 15.13. Interpretation. Each Party acknowledges and agrees that Section 1.2 of the Purchase Agreement shall apply, *mutatis mutandis*, as if fully set forth herein.

Section 15.14. Combinations with Competitors. In the event that a Party or any of its Affiliates combines with a competitor of the other Party, such Party shall so notify the other Party and shall take reasonable measures to avoid disclosing to such competitor the Confidential Information of the other Party.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[ONEBEACON INSURANCE GROUP LLC]

By: _____

Name:

Title:

[PURCHASER]

By: _____

Name:

Title:

EXHIBIT A TO FORM OF TRANSITION SERVICES AGREEMENT

Exhibit A Services and Compensation

Section 1. Introduction

Section 1.1: Transition Services Agreement.

This Exhibit A (this “**Exhibit**”) is attached to and incorporated by reference into that certain Transition Services Agreement entered into as of the Effective Date (the “**Agreement**”) by and between OneBeacon Insurance Group LLC, a Delaware limited liability company (“**Seller**”), and [●], a [●] corporation (“**Purchaser**”).

Section 1.2: Precedence of Obligations.

The Parties acknowledge that certain obligations may be set forth in this Exhibit and elsewhere in the Agreement, and that in the event of a conflict, the Agreement will take precedence over this Exhibit.

Section 1.3: References.

All references in this Exhibit to Sections, Articles, and Exhibits will be understood to be references to Sections, Articles and Exhibits to this Exhibit, unless another reference is provided.

Section 1.4: Definitions.

Terms with initial capitalized letters that are used, but not defined, in this Exhibit will have the respective meanings ascribed to them in the Agreement.

Section 2. General

This Exhibit sets forth the Services that Seller will provide to Purchaser under the Agreement, subject to all Consents having been obtained for the applicable Service, and identifies other activities as being out-of-scope and not part of the Services. As provided in and consistent with Section 2.4 of the Agreement, Seller reserves the right to supplement, modify, substitute or otherwise change such Services in the ordinary course of business from time to time based on Seller’s business needs, including with respect to Seller planned maintenance or upgrade activities, subject to Seller’s normal change notification procedures. The provision of the Services will be subject, in all cases, to Purchaser and the other Recipients complying with, and Purchaser shall and shall cause the other Recipients to comply with, Seller’s work processes, policies and procedures for such Services, including Seller’s network security and Information Technology Service Management (ITSM) policies and practices and Seller’s policies pertaining to the control and management of individual owned IT devices connected to Seller’s network as provided in Section 3.2 of the Agreement.

Section 3. In-Scope Services

The Services consist of the following items:

- IT Base Services, as described in Section 3.1
- Non-IT Base Services, as described in Section 3.2
- Migration Services, as described in Section 3.3

Section 3.1: IT Base Services.

[REDACTED]

For purposes of Section 9.2.4 of the Agreement, the Specified Seller Software shall be limited to the following applications, to the extent developed in-house and owned by Seller:

- [REDACTED]

- [REDACTED]

Purchaser acknowledges and agrees that the Specified Seller Software requires [REDACTED] and [REDACTED] and other third party software to operate, and Purchaser shall be responsible for providing such third party software.

"In-Scope Employees" means Recipient's employees or (subject to restrictions under applicable Consents) independent contractors up to a number of individuals that does not exceed the sum of [REDACTED]

<p>Applications -- Production Support</p>	<p>Until twelve (12) months after the Effective Date</p>	<p>Seller will continue to provide production support for the In-Scope Seller Systems. Such support will consist of the following:</p> <ul style="list-style-type: none"> • resolution of identified system defects that materially impede the use or operation of the In-Scope Seller Systems. Seller will prioritize system defects based on the severity and level of impact to users. Seller may defer or decline the resolution of defects: <ul style="list-style-type: none"> (i) where Seller determines in its reasonable discretion (after consultation with Recipient) that the cost or risk of resolution is not commensurate with the severity and impact of the defect and deferring or declining the resolution of such defects does not result in the elimination of a material Service without a replacement or workaround being provided or available (where (A) deferring or declining the resolution of such defects is not required for compliance with Law or changes imposed by Seller's third party providers or licensors, (B) Seller has the legal right to provide such Service (and such replacement or workaround) and is otherwise obligated to provide (and not excused from providing) such Service hereunder, and (C) the elimination of such Service (without such replacement or workaround) will cause a material adverse impact to the Run-Off Business); or (ii) where the defect does not have a material adverse impact on Seller's users of the applicable system. <p>The functions, features and behavior of Seller Systems immediately prior to the Effective Date shall serve as a baseline for the determination of defects, and their associated level of impact and severity.</p> <ul style="list-style-type: none"> • the application of routine software upgrades, updates, bug fixes and patches to the In-Scope Seller Systems, as such items are made available to Seller, in a manner similar to the manner in which upgrades, updates, bug fixes and patches are applied for Seller's retained systems.
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Applications -- Remote Access	Until twelve (12) months after the Effective Date	Seller will continue to make available to the In-Scope Employees remote access support for the In-Scope Seller Systems, in a manner similar to the manner in which such remote access support was provided to such employees immediately prior to the Effective Date.
Infrastructure -- Data Mega / Voice Mega	Until twelve (12) months after the Effective Date	Seller will continue to make available to In-Scope Employees [REDACTED] for use by such employees to perform their job functions for the applicable Recipient, consistent with the level of access provided to such employees immediately prior to the Effective Date, and subject to compliance with Seller's network restrictions and controls.
Infrastructure -- Help Desk Support	Until twelve (12) months after the Effective Date	Seller will continue to make available to In-Scope Employees access to contact Seller's [REDACTED] for routine calls concerning the IT Base Services provided under the Agreement.
Knowledge Transfer	Until twelve (12) months after the Effective Date	Seller will make available up to a total of [REDACTED] to answer general questions regarding the content and format of Recipient Data that resides in the In-Scope Seller Systems (" <u>Knowledge Transfer</u> "). Purchaser will compensate Seller for any Knowledge Transfer provided in excess of such [REDACTED] at the hourly labor rate set forth in <u>Section 3.3</u> and out-of-pocket expenses incurred by Seller or its Representatives in providing such Knowledge Transfer. <i>Seller may, after consultation with Purchaser, reasonably limit the amount of Knowledge Transfer provided during any given week to minimize any unreasonable interference with or impact on other Services or Seller's operations.</i>
Infrastructure -- E-mail	Until twelve (12) months after the Effective Date	Seller will continue to make available to In-Scope Employees access to Seller's e-mail software functionality (i.e., sending and receiving of e-mail messages, and ancillary functionality provided to such employees through Seller's [REDACTED] at the Effective Date).

Infrastructure -- Utilization of Desktops and Laptops	Until twelve (12) months after the Effective Date	<p>Continued Employees may continue to have possession and use of the desktop and laptop computers and other ancillary equipment listed in Annex 1A (the "In-Scope Assets"), and the software (for which a Consent has been obtained) installed thereon at the Effective Date (the "In-Scope PC Software").</p> <p>During the Term, Purchaser will, and will cause the other Recipients to, provide Seller with full and timely access to the In-Scope Assets to the extent necessary or appropriate for Seller's provision of the Services.</p> <p>Upon the expiration or termination of the Term, other than a termination of the Agreement by Seller for cause, Seller will transfer to Purchaser, and Purchaser will accept from Seller, all of Seller's title to the In-Scope Assets (excluding, for the avoidance of doubt, the In-Scope PC Software), provided that Purchaser shall, at its sole expense, completely and securely erase, delete and destroy all data and software on all hard drives and other storage media contained in or used with such assets, and certify in writing to Seller that Purchaser has complied with the foregoing obligations. In the event Seller terminates this Agreement for cause, Purchaser will promptly return to Seller, at a location designated by Seller, all of the In-Scope Assets, in the condition such assets existed as of the Effective Date (normal wear and tear excepted). Purchaser acknowledges that the In-Scope Assets contain security features that may result in data and software located on such assets becoming inaccessible or deleted in the event such assets are not connected to Seller's network for an extended period (e.g., 30 days).</p>
Disaster Recovery for In-Scope Seller Systems	Until twelve (12) months after the Effective Date	<p>Seller will continue to provide for the In-Scope Seller Systems disaster recovery services, consistent with Section 2.4 of the Agreement. If Recipients and members of the Seller Group are both affected by a disaster covered by Seller's disaster recovery plan, then Seller shall provide priority and treatment to the Recipients in a manner generally consistent with the priority and treatment Seller provides for itself and the other member of the Seller Group.</p>

The Parties acknowledge that obtaining Consents for the IT Base Services may require Additional/Changed Services or Migration Services to modify or enhance the In-Scope Seller Systems to permit the transmission of Purchaser data or transactions.

Consistent with **Section 2.4** of the Agreement, Seller may from time to time replace, substitute or otherwise change the In-Scope Seller Systems in the normal course of managing its ongoing business.

For purposes of Section 6.2.2 of the Agreement, (a) the In-Scope Seller Systems denoted above with an asterisks (*) are bundled Services and can only be terminated by Purchaser if such termination is with respect to all such Services, in their entirety (in contrast to termination of individual Services that are part of such bundled Services), and (b) the In-Scope Seller Systems not denoted above with an asterisks (*) may be terminated individually by Purchaser pursuant to Section 6.2.2.

(b) Hours of Operation: Service Availability. The IT Base Services will be provided on the United States Eastern time zone basis, during Seller's then-current normal hours of operation for the applicable Services, excluding holidays observed by Seller. The IT Base Services will be provided using staffing comparable to the staffing levels in place as of the Effective Date for the provision of such services for the Run-Off Business, excluding staffing associated with Seller's transition of operations to Minnesota; provided, however, that Purchaser understands that IT Base Services are subject to resource availability and may need to be reasonably scheduled in advance in order to ensure resource availability. If there is a conflict over the availability of Seller resources to provide such Services, the Parties will work to establish a mutually agreeable target date when such Services can be made available.

(c) Service Fee for the IT Base Services. For each month during the Service Period for the IT Base Services, the applicable Service Fee will be [REDACTED] (the "IT Base Service Fee"). Purchaser will pay to Seller the IT Base Service Fee monthly in advance commencing on the Effective Date and on the first business day of each month thereafter. The IT Base Service Fee does not include, and Purchaser shall be responsible for paying or reimbursing Seller for (i) any Consent Fees and (ii) any fees or other amounts due under the [REDACTED] between OneBeacon Insurance Company and [REDACTED] (or any successor or replacement thereof) to the extent such fees or other amounts are owed by Seller under such agreement due to Purchaser's use or the delivery of services provided hereunder or the operation of the In-Scope Seller Systems for the Run-Off Business.

(d) Out-of-Scope. In addition to any other activities designated elsewhere in this Exhibit as not part of the Services, the following items are not included within the scope of the Services:

- (i) tasks and activities related to requests to enhance, change or convert the existing data, data streams, data feeds, reports, business forms and other documents for use elsewhere within the Run-Off Business or elsewhere in Purchaser's or any other Recipient's operations or organization or by Purchaser's designees;
- (ii) software development;
- (iii) enhancements or other modifications to existing applications or Seller Systems, including enhancements to automate additional data sources or change the application coding to support different inputs, outputs, requirements, deliverables or data processing routines, including the conversion of the related data to Purchaser's computer systems;
- (iv) virtual private network (VPN) access to Seller's network;
- (v) access to Seller's network or to the Services by any person not using the Services directly for the Run-off Business; and
- (vi) access to Seller's network or to the Services in a manner not consistent with access provided to Continued Employees immediately prior the Effective Date.

Section 3.2: Non-IT Base Services.

(a) Non-IT Base Services Description. Seller shall provide the Services in the table set forth immediately below (collectively, the "Non-IT Base Services") to be tailored by the transition activities and knowledge transfer resulting from the project activities provided for in the Runoff Business Consulting Engagement Agreement between the Parties (the "Consulting Agreement") during the period from execution of the Purchase Agreement to the Effective Date. The intention of the Parties is that Seller will appropriately assist Purchaser with knowledge transfer and Purchaser will provide the appropriate processes, methods and infrastructure upon Closing or reasonably soon thereafter to allow Seller to perform Non-IT Base Services pertaining to making available data to Seller's [REDACTED] data warehouse, and providing a mutually agreed upon data feed from Seller's [REDACTED] data warehouse to Purchaser consisting of transaction activity data processed by Recipients on Seller's [REDACTED] and other systems. Purchaser should then be able to prepare financial accounting and reporting for the Acquired Companies from Purchaser's systems, methods and processes. The Non-IT Base Services exclude data and extracts relating to transactions not processed by Recipients on the In-Scope Seller Systems. For example, Seller will not be required to produce annual or quarterly statement reports and extracts including data related to the Acquired Company's investments (in part, because investments will not be supported by Seller's investment recordkeeping systems). However, following the Effective Date, Seller will be required to operate the above systems to generate and deliver to Purchaser financial statements for the period up to the Effective Date.

Non-IT Base Service Name	Service Period	Non-IT Base Service Description
Claims Non NICO	12 months from the Effective Date	<ul style="list-style-type: none"> • Support for the redirection of claims notifications to pure run-off locations (i.e., [REDACTED]) • Support from Seller's Finance department for Purchaser's business understanding of the various IT reports and databases linkage between claims, reinsurance and financial data workflows <p>Reports to be continued to be prepared by Seller's Claim Finance team:</p> <p><u>Daily Reports:</u></p> <ul style="list-style-type: none"> • Overdue Assignments. • [REDACTED] • Reserves Due Warning • Potential Duplicate Payment • [REDACTED] <p><u>Weekly Reports:</u></p> <ul style="list-style-type: none"> • Closed Case Warning Report • 90 Day Case Warning with Formula Reserve Claims • Outstanding Transaction Report (OTR) <p><u>Monthly Reports:</u></p> <ul style="list-style-type: none"> • ULAE Packet

		<ul style="list-style-type: none"> • UBOR Fully Loaded Exhibit • Staffing Model Analysis • ALAE Reports • \$10k Reserve Revision Report c/o BIS • Reopen/Supplemental Payments Report c/o BIS • Open Litigation Report • WC Inventory Report (paid, outstanding by feature w/ rolled up suffixes) c/o BIS • KPI's – 12 month view of claim activity, inventory and financials • [REDACTED] Investigators Lists. • [REDACTED] Investigators List Supplemental. • Sundry Recoverable Report • Monthly Closed Claims Report • Monthly Arising, Closed Claims + Outstanding by Staff Code • Monthly Arisings, Closed Claims + Outstanding by Office • Open Claims with No Financial Activity for the Last Six Months • Initial Reserve Timeliness Report • [REDACTED] <p><u>Quarterly Reports:</u></p> <ul style="list-style-type: none"> • Reserve Autonomy Report c/o BIS • Quarterly Purge Report • Quarterly Arisings and Closed Claims YTD by Staff Code • BSA: Report outlines findings of the quarterly BSA reviews • [REDACTED] Staff Profile Report
Claims NICO	12 months from the Effective Date	<ul style="list-style-type: none"> • Support for the redirection of claims notifications to pure run-off locations (i.e., [REDACTED]) • Support for the transition in relationship with NICO relating to the NICO Reinsurance with a goal of establishing a reasonable transfer from Seller to Purchaser • Support from Seller's Finance department for the business understanding of the various IT reports and databases linkage between claims, reinsurance and financial data workflows

<p>Reinsurance - Supporting Financial Reports</p>	<p>12 months from the Effective Date</p>	<ul style="list-style-type: none"> • Support from Seller's Finance, Reinsurance and Actuarial departments to allow continuation of data, reports or extracts identified by Purchaser and Seller in the Consulting Agreement transition activities which may include: <ul style="list-style-type: none"> ○ Ceded paid and reserves monthly mechanical generation ○ Reinsurance Fronting Bordereaux generation ([REDACTED]) ○ Monthly [REDACTED] Aging Summary and Transactional Report ○ Monthly Large Loss Report ○ Monthly ATB ○ Weekly Cash Receipts report ○ Aged Balances Report • Support for Gen Re Audit if applicable • Assistance with identification and documentation concerning reinsurance collateral, including trust accounts and letters of credit. • Support for processes used to identify and calculate the non general ceded reinsurance recoverables bad debt provision.
<p>Reinsurance – Support from Enterprise Risk Management</p>	<p>12 months from the Effective Date</p>	<ul style="list-style-type: none"> • Support from Seller's Reinsurance, Finance and Actuarial departments to allow continuation of the reinsurance data, reports or extracts identified by Purchaser and Seller in the Consulting Agreement activities which may include the following: <ul style="list-style-type: none"> ○ Reinsurance claim database ○ Assumed claim database ○ Ceded paid quarterly mechanical generation ○ Gen Re Adverse Development Cover
<p>Actuarial</p>	<p>12 months from the Effective Date</p>	<ul style="list-style-type: none"> • Support from Seller's Reinsurance, Finance and Actuarial departments to allow continuation of the actuarial data or extracts identified by Purchaser and Seller in the Consulting Agreement activities which may include the following (data to be supplied by Seller to Purchaser), with Actuarial data provided on a quarterly basis:

		<p> [REDACTED] [REDACTED] [REDACTED] ○ Fronted Business Data Purchaser acknowledges that Seller's ability to provide such data (and any other Services) shall be subject to obtaining Consents from the applicable third parties (e.g., [REDACTED] or other third parties). </p>
<p style="text-align: center;">Statutory Compliance</p>	<p style="text-align: center;">12 months from the Effective Date</p>	<p>Support from Seller's Actuarial and Finance departments to allow transmission of the data and extracts identified by Purchaser and Seller in the Consulting Agreement activities which may include the following (data to be supplied by Seller to Purchaser)</p> <ul style="list-style-type: none"> • Seller will assist in the identification of required reporting and will provide actual knowledge and data to allow Purchaser to prepare required filings and reports, including financial, informational and tax filing items required as a result of state licensing; NAIC filing requirements, including financial statements, RBC, and required Investment Schedules. Seller will assist with the data and extracts in the preparation of data files for uploading to Purchaser's statutory reporting software (i.e., Schedules B, D, E, F, X, excluding Investments or other data maintained outside of the In-Scope Seller Systems). However, the data to be included in the foregoing or any other Service will be limited to the transactions processed on the In-Scope Seller Systems and Seller will not be required to accept data from other sources and / or combine such data with the data resulting from transactions processed on the In-Scope Seller Systems. Purchaser acknowledges that Seller will not run its accounting general ledger and certain subsidiary ledgers for the Acquired Companies and the Runoff Business after the Closing (except for preparation of Closing financials for the period up to the Effective Date, that are to be prepared following the Effective Date).

Financial Reporting	12 months from the Effective Date	<ul style="list-style-type: none"> • Seller will assist the Purchaser in Purchaser's preparation of financial statements, consisting of: <ul style="list-style-type: none"> ○ Provision of data files for uploading to Purchaser's financial reporting systems, including summarized monthly/quarterly ledger information ○ Assistance with data and actual knowledge used in preparation of required footnote disclosures ○ Assistance with data and actual knowledge in production of information required by independent or state auditors related to the transactions processed on In-Scope Seller Systems ○ Access to Seller's existing documentation or discussion with Seller financial personnel concerning monthly close procedures, standard entries and processes and consolidation accounting
Tax Compliance	12 months from the Effective Date	<ul style="list-style-type: none"> • Seller will assist Purchaser with Purchaser's preparation and filing of state, local and federal income tax returns and other reports required by various taxing authorities, consisting of discussion of Seller's methods and procedures relating to state, local and federal tax filings, Seller's methods and procedures for monthly/quarterly premium/income tax accrual estimates, Seller's tax filing calendar, or Seller's use of tax accounting, reporting or filing preparation software.
Consultation on Records Retention and Storage	12 months from the Effective Date	<ul style="list-style-type: none"> • Seller will consult with Purchaser on processes and logistics (including identification of applicable third party storage providers) pertaining to the storage of records of the Run-Off Business as of the Effective Date.

The foregoing table sets forth a high level description of each Non-IT Base Service. During the Consultation Agreement discussions and to the extent not completed, promptly following the Effective Date, the Parties will commence good faith discussions to agree upon more detailed descriptions of each Non-IT Base Service, including Recipient and Service Provider responsibilities and Service Periods,

provided the Service Period does not extend beyond the twelve (12) month period commencing on the Effective Date. The Parties acknowledge and agree that the Non-IT Base Services described above are only intended to provide for the continued provision of non-IT services of the types described above that were provided by Seller to the Run-Off Business immediately prior to the Effective Date, but not to expand the scope, volumes or locations of such services provided immediately prior to the Effective Date, or to expand the recipients of services beyond the Run-Off Business or to incorporate data or extracts related to transactions not processed by Recipients using the Services or In-Scope Seller Systems, except as expressly agreed upon otherwise in writing by the Parties.

(b) Hours of Operation; Service Availability. The Non-IT Base Services will be provided on the United States Eastern time zone basis, during Seller's then-current normal hours of operation for the applicable Services, except during holidays observed by Seller. The Non-IT Base Services will be provided using staffing comparable to the staffing levels in place as of the Effective Date for the provision of such services for the Run-Off Business, excluding staffing associated with Seller's transition of operations to Minnesota; provided, however, that Purchaser understands that Non-IT Base Services are subject to resource availability and may need to be reasonably scheduled in advance in order to ensure resource availability. If there is a conflict over the availability of Seller resources to provide such Services, the Parties will work to establish a mutually agreeable target date when such Services can be made available.

(c) Service Fee for the Non-IT Base Services.

(i) For each month during the Service Period for the Non-IT Base Services, the applicable Service Fee will be calculated by Seller on a time and out-of-pocket expense basis utilizing (A) the applicable rates listed at the end of this Section 3.2(c) multiplied by (B) the number of hours expended by Seller or Seller representative personnel during such month in providing the Non-IT Base Services (the "Non-IT Base Service Fee"); provided, however, that the Non-IT Base Service Fee for labor charges and out-of-pocket expenses incurred to provide Non-IT Base Services ("Non-IT Expenses") in any month during the twelve (12) month period commencing on the Effective Date shall not exceed [REDACTED] (the "Non-IT Monthly Fee Cap"), except that all unused portions of the Non-IT Monthly Fee Cap for any month (the "Cap Carryover") shall automatically be carried forward and increase the Non-IT Monthly Fee Cap for subsequent months. For example, if in month 1, the total of the Non-IT Base Service Fee and Non-IT Expenses was [REDACTED] (i.e., resulting in the Cap Carryover being [REDACTED] for month 1) and in month 2, was [REDACTED], then the adjusted Non-IT Monthly Fee Cap for month 2 would be [REDACTED] (with a remaining [REDACTED] of Cap Carryover from month 1 that would be applied, as applicable, to the Non-IT Monthly Fee Cap for subsequent months).

(ii) In the event that, after taking into account any available Cap Carryover, the total of the Non-IT Base Service Fees and Non-IT Expenses in any month exceeds the applicable Non-IT Monthly Fee Cap for such month (the amount of such excess Service Fees and Non-IT Expenses, the "Non-IT Fee Excess"), the Non-IT Fee Excess will be automatically carried forward and applied in any subsequent month where the total of the Non-IT Base Service Fee and Non-IT Expense for such month are less than the Non-IT Monthly Fee Cap for such month. For example, if in month 1, the total of the Non-IT Base Service Fee and Non-IT Expenses is [REDACTED], then the Non-IT Fee Excess for month 1 would be [REDACTED] and the Cap Carryover for month 1 would be [REDACTED]. If in month 2, the total of the Non-IT Base Service Fee and Non-IT Expenses is [REDACTED], Seller will be entitled to invoice Purchaser for [REDACTED] for month 2 (i.e., [REDACTED] for the Non-IT Base Service Fee and Non-IT Expenses, [REDACTED] for the Non-IT Fee Excess, with a remaining [REDACTED] in Cap Carryover for application in subsequent months).

(iii) For the avoidance of doubt, the Non-IT Monthly Fee Cap does not apply to or cover any Extension Services or any Migration Services (including extracts of data or other activities pertaining to

Transition (as defined below)), Customized Services, Omitted Services or additional Services or Consents. For the avoidance of doubt, the Non-IT Base Service Fee does not include any Consent Fees associated with the provision of such Services.

Hourly Rates:

Seller Management Team (CEO Direct Report Group plus other Senior Executives participating in monthly executive meetings)	[REDACTED]
HR	[REDACTED]
Claims	[REDACTED]
Reinsurance	[REDACTED]
Finance	[REDACTED]
Internal Services (Real Estate and other Services)	[REDACTED]
Actuarial	[REDACTED]

(d) Out-of-Scope. In addition to any other activities designated elsewhere in this Exhibit as not part of the Services, the following items are not included within the scope of the Services:

- (i) HR (human resources) related activities.

The foregoing sets forth a high level description of activities that are not part of the Services. During the Consultation Agreement discussions and to the extent not completed, promptly following the Effective Date, Seller may identify additional activities that are not in the scope of the Services described above ("Out-of-Scope Activities") and provide written notice to Purchaser of the same. If Purchaser has a good faith objection to such Out-of-Scope Activities, the Parties will commence good faith discussions to resolve such objection and agree upon a resolution. If Purchaser does not notify Seller of its objection to any of the identified Out-of-Scope Activities within thirty (30) days, such activities shall be deemed to be out of the scope of the Services.

Section 3.3: Migration Services.

(a) General. As reasonably requested by Purchaser at any time during the Service Period for the IT Base Services, and as agreed to by Seller, such agreement not to be unreasonably withheld, Seller will assist Purchaser in completing specific activities that are essential to Transition and such Migration Services undertaken at the request of Purchaser will be handled subject to Section 3.4; provided, however, that to the extent the requested Migration Services are for extraction and transfer of data from the In-Scope Seller Systems (excluding Commingled Data), such requested Migration Services need not be handled subject to Section 3.4. While Seller will be responsible for performing the specific tasks that are agreed upon Migration Services and thereby assisting in the Transition as provided in this Section 3.3, Purchaser will have overall responsibility for the Transition. Migration Services may include consultations, general discussions, meetings, planning assistance and similar preparatory activities in connection with the Transition. In addition, Migration Services may include requests from Purchaser (subject to agreement by Seller, not to be unreasonably withheld) for the following:

1. Extraction and transfer of Commingled Data from In-Scope Seller Systems;
2. Assisting in identifying databases and applications containing Commingled Data and providing Purchaser a list of such Commingled Data;

3. Extraction and transfer of scanned and imaged documents that are part of the Run-Off Business;
4. Extraction and transfer of e-mail messages from e-mail folders;
5. Extraction and transfer of e-mail address books;
6. Assistance with the migration of IT equipment (e.g., data circuits, routers, servers, storage devices, switches);
7. Assistance with technical infrastructure design;
8. Assistance with the development of help desk scripts and modifications to help desk processes;
9. Assistance with developing a plan for the Transition and any modifications thereof; and
10. Assistance with the execution of the Transition plan.

With respect to data extraction and transfer, (i) Purchaser shall be responsible for identifying and requesting the extraction of the data in accordance with Section 3.4, (ii) Seller will use commercially reasonable efforts to accommodate Purchaser's reasonable requests regarding the manner and timing for transferring extracted data to Purchaser, (iii) Seller shall extract data from its systems in the form in which it existed at the time of Closing, but Seller shall not be responsible to correct or remedy any inconsistencies or omissions that exist in the data as of the Effective Date or the date of the request from Purchaser, (iv) Purchaser will be solely responsible loading extracted data into and ensuring compatibility with Purchaser's systems, and (v) Purchaser will delivery to Seller a written acknowledge of the receipt and sufficiency of the data promptly upon delivery by Seller.

(b) Service Fee for the Migration Services. Purchaser will pay to Seller the Migration Services provided during any month at a rate of [REDACTED] per hour (for IT-related Migration Services) or at the applicable rate in Section 3.2(c) (for other Migration Services), plus out-of-pocket expenses incurred by Seller or its Representatives in providing such Services.

Section 3.4: Additional/Changed Services.

(a) In addition to the Services described elsewhere in this Exhibit and as contemplated by Section 2.6 and 2.7 of the Agreement, Seller and Purchaser may agree that Seller will provide additional services or make changes to the Services requested by Purchaser ("Additional/Changed Services"), subject to any additional charges determined by Seller and agreed to by Purchaser. Such requests by Purchaser may include (i) a request for Migration Services, (ii) the addition, removal or relocation of network devices, (iii) a request for additional support assistance or (iv) a request for assistance with or changes to the IT Base Services.

(b) When making any request for Additional/Changed Services (which requests shall be made using the form included in Annex 2X), Purchaser shall include reasonable detail regarding the scope and nature of the request, including, as applicable, the particular applications and systems pertaining to such request, the type and extent of work required, the amount of resources and personnel that Purchaser anticipates will be required to perform the proposed request, the expected implementation date, applicable specifications and the priority of the request, in relation to other pending work requests under the Agreement and any other information reasonably requested by Seller. Purchaser's submission of a change request shall not commit Seller to enter into a Supplement for such request and shall not obligate Seller to provide the services requested. After receiving a request from Purchaser, Seller will evaluate such request and use commercially reasonable efforts to respond to Purchaser within fifteen (15) business days of receipt of such request, including whether Seller can reasonably and feasibly provide the requested services within the timeframe specified in the applicable request. After receipt of Seller's response, the Parties will negotiate in good faith such request, including the negotiation of (i) the increased charges for the then-current Services, (ii) the impact of such request on Seller's ability to

perform, (iii) project implementation and deployment cost estimates, (iv) a project plan and timeline, (v) a project scope document and (vi) a statement of work for such request.

(c) No change request or proposed statement of work will be deemed accepted or binding upon the Parties unless and until it has been approved and memorialized in a written Supplement by both Parties on terms consistent with those set forth in the Agreement, and shall not be deemed effective unless executed by a duly authorized representative of each Party. Once so effective, each such Supplement shall be deemed included within and a part of this Exhibit. Purchaser acknowledges and agrees that Seller shall be entitled to (i) reimbursement of all costs and expenses incurred in connection with each change request (including associated lifecycle costs) and (ii) an increase in the charges for the Services to reflect any increases in Seller's cost of providing such Services as a consequence of any change request.

Section 3.5: Out-of-Scope Services and Purchaser Responsibilities.

(a) Out-of-Scope Services. Except for the IT Base Services and Non-IT Base Services expressly set forth in this Exhibit, no other services are included within the scope of the Agreement, except as may be otherwise agreed by the Parties pursuant to Sections 2.5, 2.6 and 2.7 of the Agreement.

The following activities, responsibilities and services are not within the scope of the Services to be provided under this Agreement:

Financial and Accounting

1. General operational accounting and financial reporting or management services, including general ledger accounting services, account reconciliations, data reconciliations, preparation of statutory reporting (e.g., annual statement, quarterly statement, etc.), GAAP reporting, internal financial reporting to management, including preparation of monthly financial results package and supporting schedules and materials, *it being understood* that the foregoing is not intended to cover the following:
 - A. the cooperation and assistance to be provided by Seller regarding Purchaser's preparation of the Closing Balance Sheet, as specified in Section 3.2(a) of Exhibit A to the Agreement;
 - B. the provision to Purchaser of a [REDACTED] data file with details as mutually agreed upon by the Parties, as specified in Section 3.2(a) of Exhibit A to the Agreement; or
 - C. the cooperation and assistance to be provided by Seller regarding Purchaser's operational accounting and financial reporting for the calendar quarter that includes the date of the Closing (in the event the Closing occurs at the end of the first or second month of any calendar quarter (i.e., a stub period month(s) circumstance)), as specified in Section 3.2(a) Statutory Compliance and Financial Reporting items of Exhibit A to the Agreement;

2. Budgeting, financial analysis, planning and forecasting;
3. Internal audit services;
4. Accounting and analysis and other services performed as of the Effective date (or if on a periodic basis as of the last such periodic service performed prior to the Effective Date) by the three (3) person Finance Operational Accounting team members who are employees of the Run-Off Business as of the Effective Date;
5. Internal controls testing, oversight and governance of the internal controls process;
6. Cash management and treasury services, including accounts payable and T&E processing, or payroll-related services;
7. Financial institution accounts or services, including demand deposit accounts and supporting user services;
8. Investment advisory, management and custody services;
9. Investment accounting, reporting or analysis services;
10. Sarbanes Oxley control reviews, testing, certifications, etc.;
11. Services relating to participation in or communications with industry and governmental associations, funds, shared market mechanisms (other than [REDACTED] data to be provided by Seller, as specified in the "Statutory Compliance" service description in Sections 3.2(a) of Exhibit A to this Agreement);
12. Purchasing and invoice processing via [REDACTED] and [REDACTED] and other third party providers;
13. Tax services, including IRS Form 1099 MISC preparation and related reporting to IRS and recipients, preparation of filings and analysis with respect to income tax services, premium tax services, consumptive tax services, property and other ad valorem tax services, payroll tax services, or any other services performed by the tax department of Seller and its affiliates (other than Internal Revenue Code Section 338(h)(10) actions, discussion of Seller's methods and procedures relating to state, local and federal tax filings, tax accrual estimates, Seller's tax filing calendar or Seller's use of tax accounting, reporting or filing preparation software, all as specified in the "Tax Compliance" service description in Section 3.2(a) of Exhibit A to this Agreement;

14. Reinsurance services previously performed as of the Effective date (or if on a periodic basis as of the last such periodic service performed prior to the Effective Date) by the three (3) person Run-off Reinsurance team members who are employees of the Run-Off Business as of the Effective Date;
15. Rating agency communications and management services;
16. Corporate actuarial services including loss reserving, analysis, and certifications, *it being understood* that the foregoing is not intended to cover the following:
 - A. the data to be provided by Seller to Purchaser, as specified in Section 3.2(a) Actuarial of Exhibit A to this Agreement;
 - B. certifications related to the last statutory Annual Statement prepared by Seller, as specified in Section 3.2(a) Actuarial of Exhibit A to this Agreement; and
 - C. the cooperation to be provided by Seller to Purchaser with respect to the first financial reporting cycle following the Closing, as specified in the "Actuarial" service description in Section 3.2(a) of Exhibit A to this Agreement;
17. Support for financial and related examinations conducted by or as required by Governmental Authorities, *it being understood* that the foregoing is not intended to cover the following:
 - A. the cooperation provided by Seller to Purchaser regarding the data and transactions processed by the In-Scope Seller Systems under this Agreement, as specified in the "Financial Reporting" service description in Section 3.2(a) of Exhibit A to this Agreement;
18. Bureau and other regulatory reporting;
19. Support for the annual statutory or GAAP financial statement examination conducted by the Acquired Companies' independent accountants, except as specified in the "Financial Reporting" service description in Section 3.2(a) of Exhibit A to this Agreement;
20. State escheat reporting, tracking and related services; and
21. Cash settlements and escrow balance accounting associated with Run-off claim adjusting TPA arrangements;

Legal and Regulatory

22. General corporate legal functions and services including maintenance of charter documents, bylaws, Board of Director meeting minutes, maintenance of legal entity permits, licenses and authorizations, and other general administrative legal functions;
23. General counsel services, including management and delivery of advisory and general counsel activities;
24. Oversight, review and execution of regulatory and compliance matters, including market conduct and financial examinations, updates and filings of regulatory matters, attendance at hearings and other meetings, communication with and coordination of services from outside counsel;
25. Oversight of Consumer Affairs services, including "Consumer Complaints" made to insurance departments;
26. Governmental and regulatory filings, advice and implementation of legal and regulatory changes and updates, liaison, updates and other legal and compliance services;
27. Corporate legal department oversight and consultation on insurance proceedings, including claim litigation and proceedings;
28. Management, analysis and review of, and consultation and coordination with, outside counsel and resources relating to services for non-claims litigation and proceedings; and
29. Contracts management, *it being understood*, that the exclusion of contracts management from the scope of the Services is not intended to affect the matters regarding Consents addressed in Section 3.3 of this Agreement;

Claims

30. Oversight of claims handling by Seller's Corporate Claims Department;
31. Claim adjudication services;
32. Claims audit services;
33. Claims payment services (including those services provided by [REDACTED] or any other payment vendor);
34. Reinsurance claim adjudication services;

35. Call recordings via [REDACTED] or other processes;
36. Seller affiliates' claims administrative services, including financial analysis and reporting (except as and to the extent otherwise expressly agreed to by the Parties in Exhibit A to this Agreement);
37. Texas TDI Loss Control reporting and related policyholder notifications;
and
38. Claims Legal oversight of or consultation on coverage or extra contractual matters or issues;

General Corporate Administrative and Operational

39. Services related to Seller's affiliated insurance companies ceding insurance contracts that will be reinsured by one or more of the Acquired Companies;
40. Agency or producer appointment and producer management services relating to producer agreements with the Acquired Companies;
41. Agency or producer relationship servicing;
42. Policy servicing (*it being understood* that the exclusion of policy servicing from the scope of the Services is not intended to affect the continued access to In-Scope Seller Systems to be provided by Seller pursuant to Section 3.1(a) of Exhibit A to this Agreement);
43. Policyholder servicing;
44. Governance, oversight and executive management of the Run-Off Business;
45. Corporate insurance services;
46. Human Resources, benefits and administration services, including services as employer of business staff, administration and sponsorship of employee benefit plans and services, payroll services including payment, administration of withholdings and payments to benefits providers and administrators and state tax and revenue department authorities, compensation administration;
47. Payroll for transferring employees;
48. Payroll services including Paid Time Off reporting;
49. Corporate Communications, including press releases, communications with media and related services;

50. Human resources service center;
51. Records and document management and retention services (*it being understood*, that, commencing upon the Effective Date, Purchaser will be responsible for paying, or reimbursing Seller for paying, the ongoing costs of storage and retention for records and documents associated with the Run-Off Business, including with respect to those records and documents associated with the Run-Off Business that are in storage at third party storage vendor locations as of the Effective Date);
52. Seller's corporate services, including management of facilities, mailroom and internal mail delivery, P.O. box pickup, and purchasing services;
53. Real estate services;
54. Fleet management services; and
55. Travel services and procurement;

Information Technology

56. Oversight and management of the Run-Off Business information technology services (except as and to the extent expressly agreed upon in writing by the Parties to the extent directly related to provision of the In-Scope Seller Systems under the terms of this Agreement);
57. Business analysis, application development, quality assurance testing, infrastructure and quality assurance, and database administration support for any system that is not an In-Scope Seller Systems;
58. Batch support and [REDACTED] data center monitoring, after hours call escalation and hands on support, and help desk support (other than help desk support for access to Seller's network, and access to the In-Scope Seller Systems, as and to the extent specified in Section 3.1(a) of Exhibit A to this Agreement);
59. OFAC file submission and analysis services (other than as directly related to access to In-Scope Seller Systems as and to the extent specified in Section 3.1(a) of Exhibit A to this Agreement);
60. Output print, outmail and postage via third party provider (other than as directly related to supporting the interfaces to In-Scope Seller Systems as and to the extent specified in Section 3.1(a) of Exhibit A to this Agreement);

61. Choicepoint connectivity and agreement for services for MVR and CLUE reports and any other services provided;
62. Time Consultant time tracking application (although Seller may use this application to track hours spent performing Migration Services or additional services provided on an hourly basis);
63. Any Intellectual Property, goods and services received under vendor agreements (except for Seller's own use of those goods and services required for Seller to make available continued access to the In-Scope Seller Systems (as and to the extent expressly required in **Exhibit A** to this Agreement and subject to all Consents having been obtained)); and
64. Disaster Recovery services management and administration including procurement and retention of outside services (except as and to the extent required for the provision of continued access to the In-Scope Seller Services to the extent expressly required in **Exhibit A** to this Agreement).

(b) Purchaser Responsibilities. Purchaser will provide appropriate personnel to assist Seller in understanding, reviewing and responding to the requested additional services or Customized Services. With respect to Migration Services, Purchaser shall provide to Seller in a timely manner, and not withhold, notification of acceptance or rejection of data that are provided as part of the Migration Services. Further, if Purchaser rejects the data provided, Purchaser will provide with such rejection a sufficient description of the reason for the rejection.

[End of Exhibit A to the Transition Services Agreement]

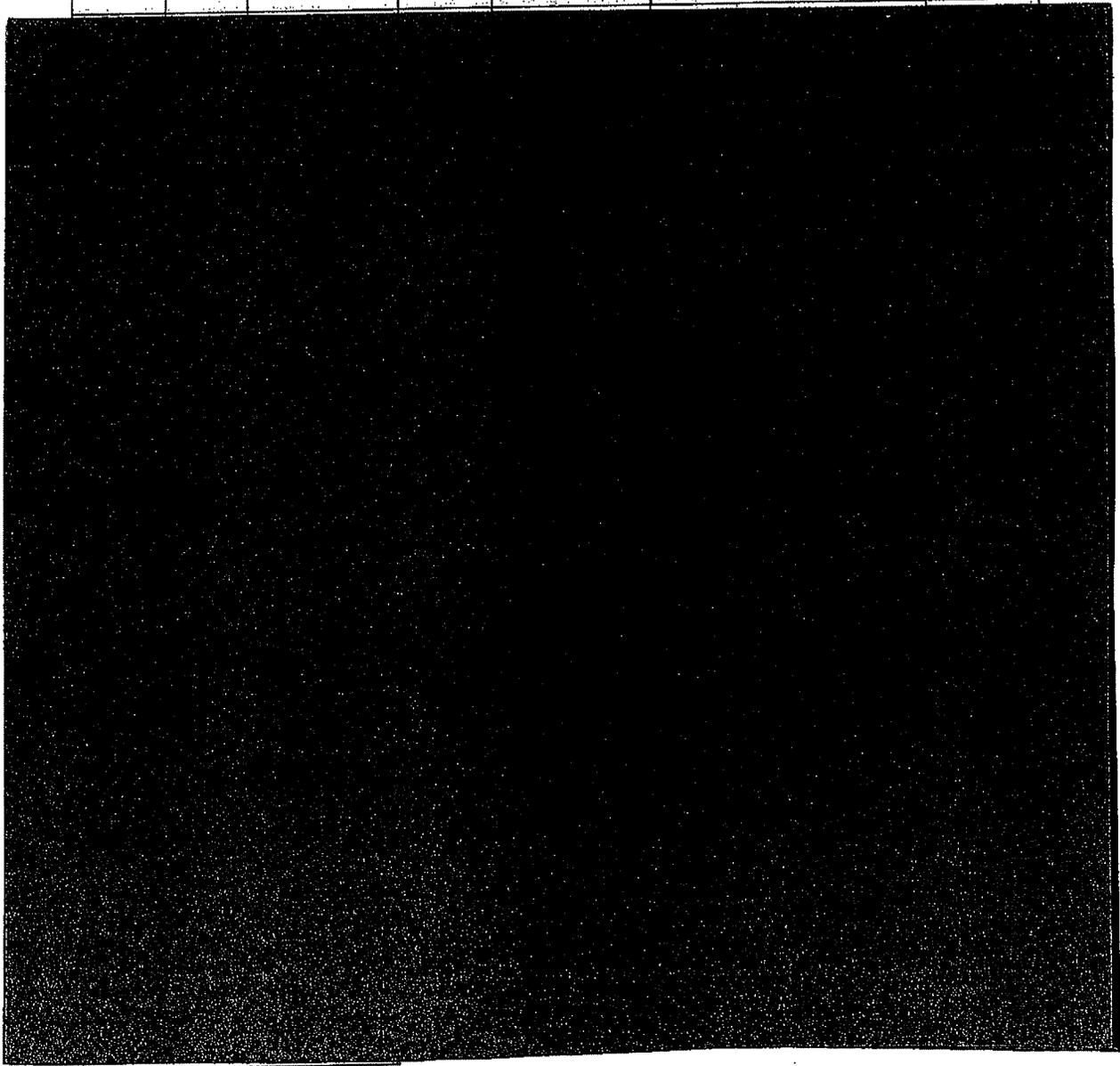
Annex 1X

In-Scope Assets¹

To be finalized prior to Closing.

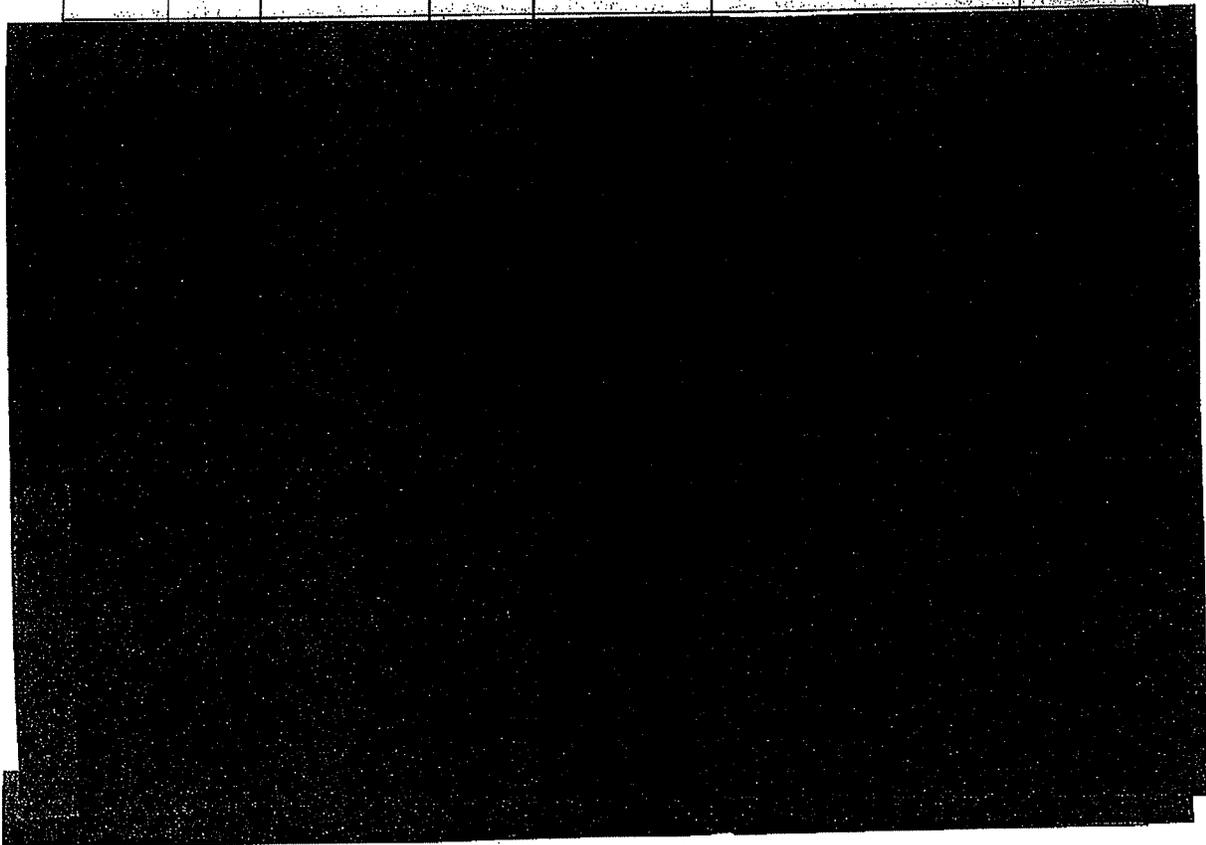
The following items are In-Scope Assets that are used at the office locations indicated below, but not assigned to specific Continued Employees, and are to be used in the provision of Base IT Services:

Office	Type	UserID	Dept	Model	Description	Asset Tag #
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¹ The items listed on this Annex 1X are subject to updating by Seller prior to the Closing.

Office	Type	UserID	Dept	Model	Description	Asset Tag #
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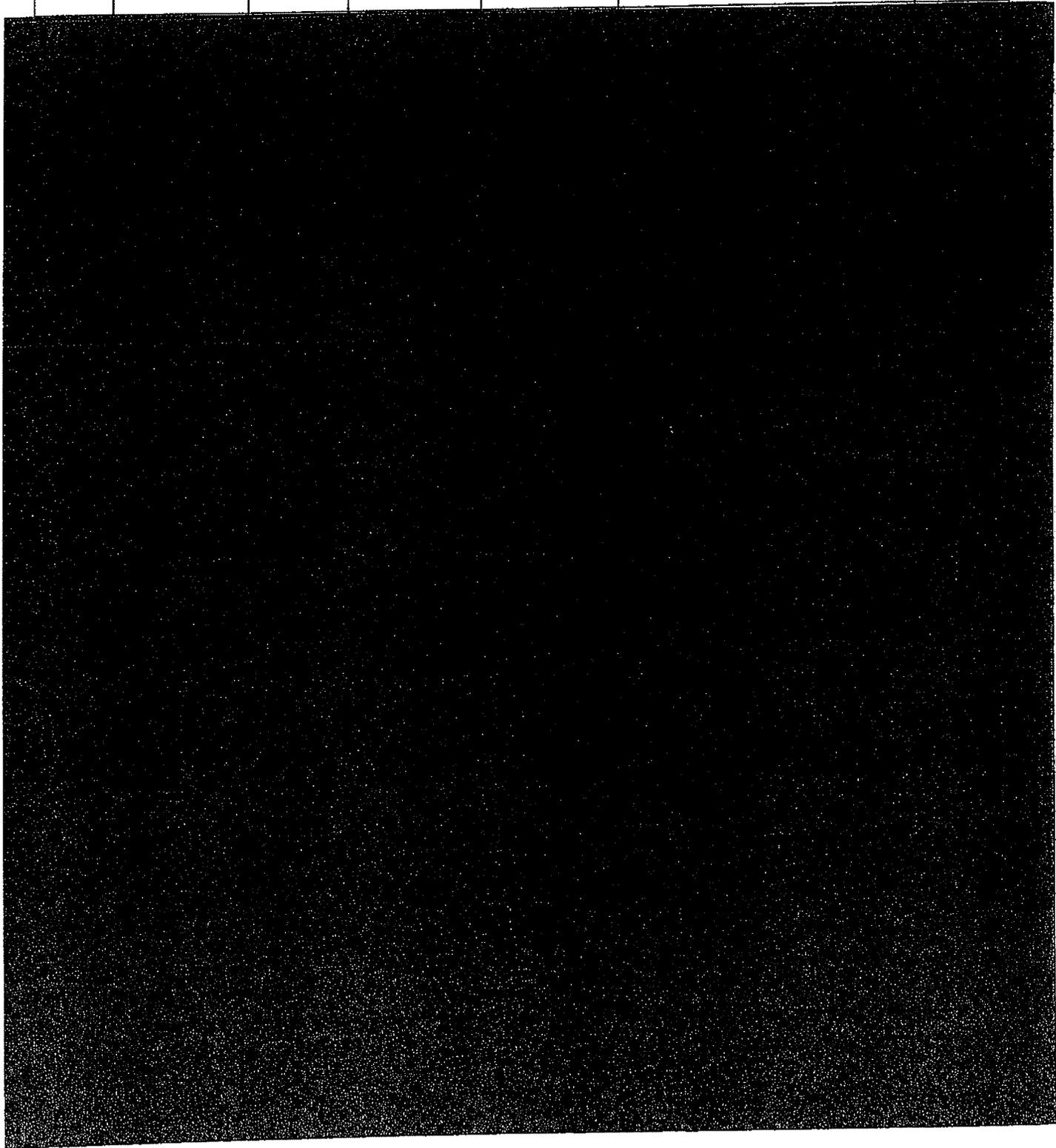


(1) Note - Phone equipment is networked to OneBeacon hub phone systems shared across Seller's operations that contain the 'brains' of most significant functionality (voicemail, call routing, etc). As such, the related equipment will not be transferred to Purchaser upon termination of the TSA.

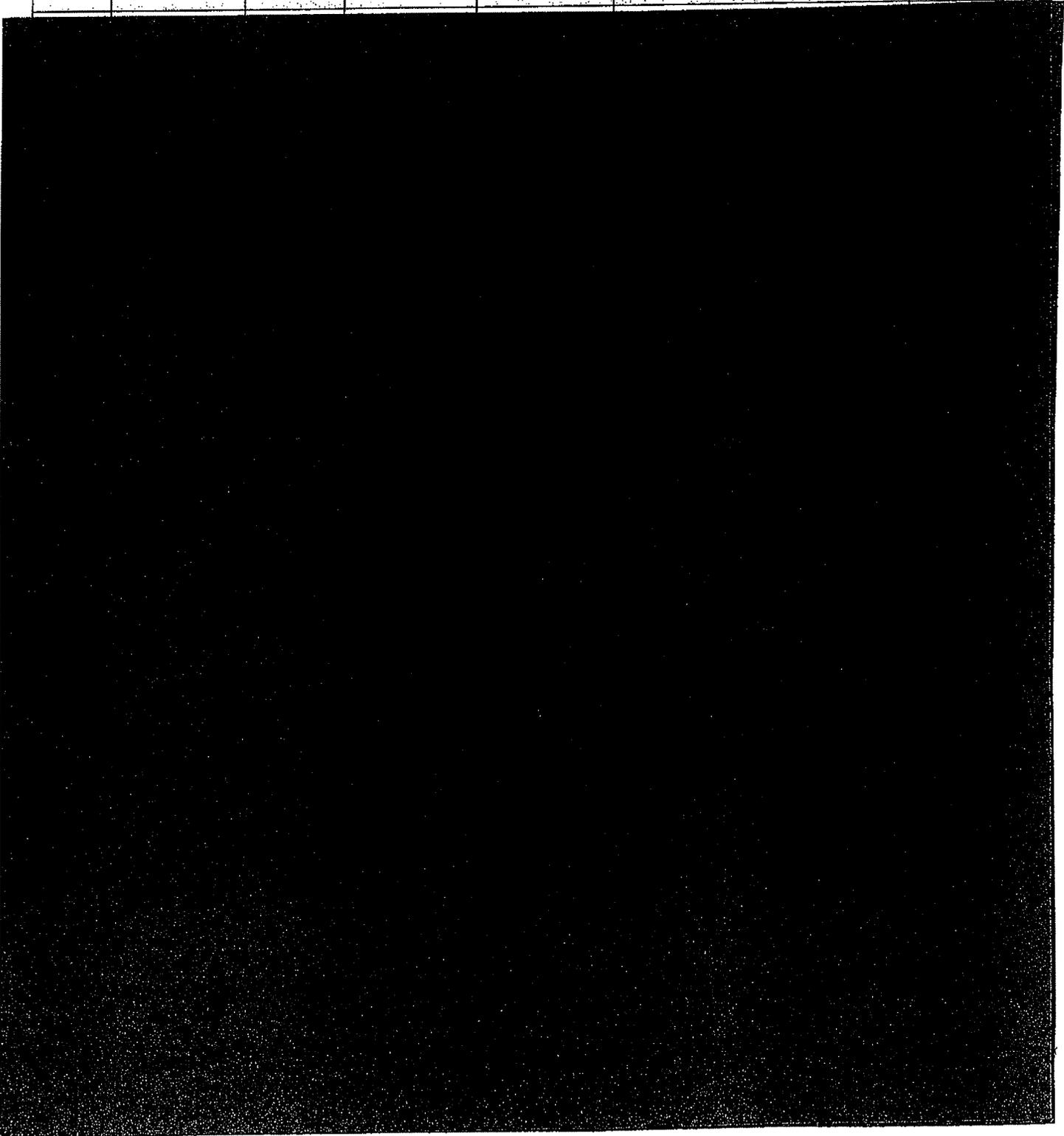
The following items are In-Scope Assets assigned to specific Employees at the office locations indicated below, and are to be utilized in the provision or receipt of the Base IT Services (to the extent that the applicable Employee assigned to use such assets becomes a Continued Employee):

Emplid	Office	Dept	Type	Model	Description	Asset Tag #

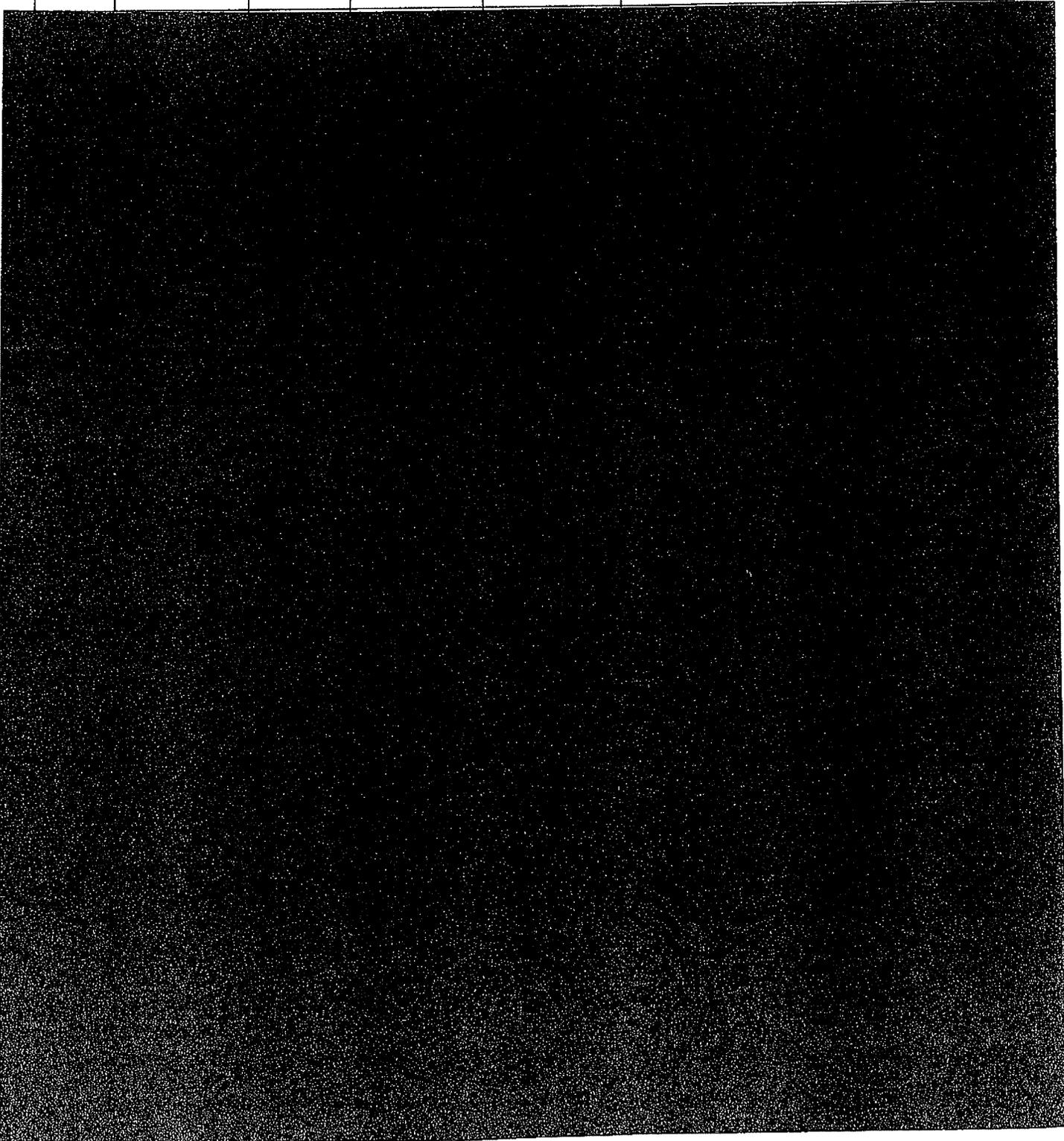
Emplid	Office	Dept	Type	Model	Description	Asset Tag #
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Empld	Office	Dept	Type	Model	Description	Asset Tag #
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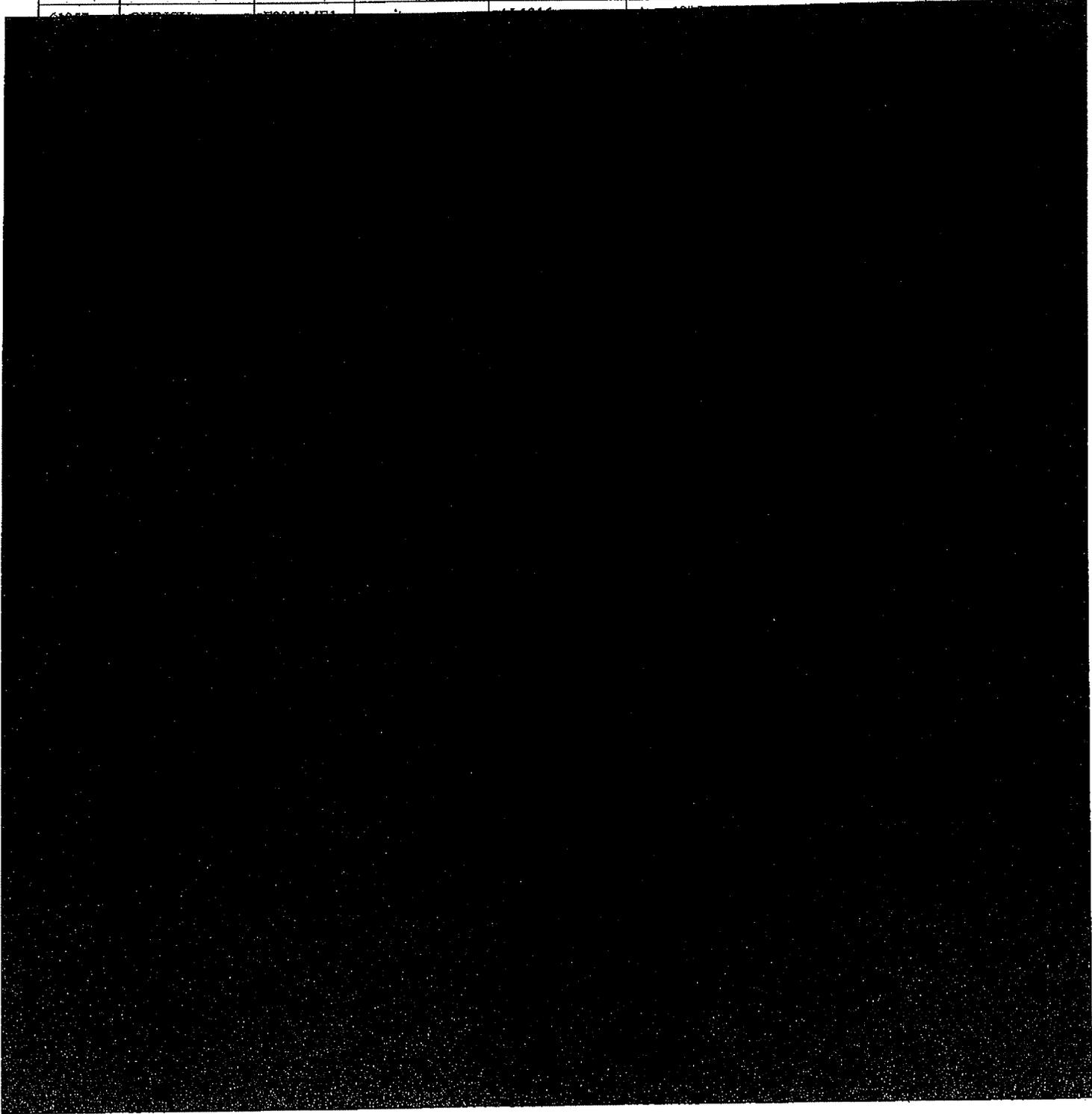
Emplid	Office	Dept	Type	Model	Description	Asset Tag #
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Emplid	Office	Dept	Type	Model	Description	Asset Tag #
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Emplid	Office	Dept	Type	Model	Description	Asset Tag #
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Emplid	Office	Dept	Type	Model	Description	Asset Tag #
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Annex 2X

Form of Change Request / Change Request Proposal
For
The Transition Services Agreement ("TSA")
Dated entered into as of the Effective Date (the "Agreement")
by and between OneBeacon Insurance Group LLC, a Delaware
limited liability company ("Seller"), and [●], a [●] corporation ("Purchaser").

This document is intended to be used to memorialize Purchaser requests Customized Services (each, a "**Change Request**") and Seller's proposals for implementing Change Requests (each, a "**Change Request Proposal**") as contemplated by **Section 2.7** of the TSA. Any other requests regarding the Services must be submitted in writing by Purchaser to Seller's Services Manager. Capitalized terms used, but not otherwise defined, in this **Annex 2X** shall have the meaning ascribed to such terms in the TSA.

This document consists of three (3) parts: (i) Part 1, which sets forth the Change Request; (ii) Part 2, which sets forth the Change Request Proposal for such Change Request; and (iii) Part 3, which memorializes the approval of the Change Request Proposal.

A Change Request Proposal signed on behalf of both Parties will be considered a Supplement, for purposes of the TSA.

PART 1: CHANGE REQUEST

[To be completed by the Party submitting the Change Request.]

Change Request Category: - IT - Non / IT	
Change Request Type:	New Change Request
Related Change Requests (if any):	
Priority - Normal - Critical - Emergency	
Change Request Number (to be assigned by Seller):	

Date of Change Request:	
Requested by:	
Title:	
Company <ul style="list-style-type: none"> - Seller - Purchaser 	

Title of Change Request:	
Description of Requested Change (including associated business specifications):	
Reason for Change (description of Business Benefit):	
Implications of Not Making Change (if any):	
Attachments/References:	

Information to be supplied by Purchaser when submitting this Change Request:

SOW Needed (Y/N):	
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Approvals: (list authorized employees)

Name	Company/Department	Comments	Approve (Y/N)	Date

PART 2: CHANGE REQUEST PROPOSAL

To be completed by Seller (using commercially reasonable efforts) and submitted to Purchaser within fifteen (15) Business Days after the date of receipt of the Change Request from Purchaser (if applicable) or such other date as may be agreed by Purchaser and Seller, provided that such proposal can be provided by Seller personnel then-assigned to perform the Services without materially impairing their ability to perform their Service obligations in a timely manner, or Purchaser consents to a reprioritization of the Services to allow such personnel to provide such proposal within such timeframe. This form should identify the impact or estimated impact to Service Fees as a result of implementing the Change Request. The Parties may also agree to a cap on Termination Fees applicable to the Change Request (which may also impact Service Fees resulting from the Change Request).

Change Request Proposal Date:	
Submitted by:	
Title:	
Anticipated Potential Impact of Change Request:	Scope Impact:
<p>Estimated Impact to Work Effort/Price of Implementing Change Request:</p> <p><i>List all contemplated out-of-pocket expenses relating to this Change Request, including whether such expenses are included in Seller's pricing or to be separately reimbursed by Purchaser.</i></p> <p><i>Note, pursuant to Section 3.4 of Exhibit A to the TSA, Purchaser will bear the cost of all Consents and other costs and expenses incurred in connection with each Change Request, including associated</i></p>	

<p><i>lifecycle costs, and pursuant to Section 3.4(c) of Exhibit A to the TSA, the estimated costs of the Change Request will include an estimate of (a) the lifecycle cost of providing and maintaining the change and (b) the costs to required to enable Seller to recoup any up-front investment for such change during the Term.</i></p>	
<p>Estimated Impact to Schedules/Timeframe for Implementing/Completing Change Request:</p>	
<p>Detailed Description of the Changes to the Services:</p>	
<p>Attachments/References:</p>	<p>See Below</p>

*Note: If Seller and Purchaser cannot agree on the Change Request Proposal, the dispute resolution procedures in **Article VIII** of the TSA shall govern.*

PART 3: APPROVAL OF CHANGE REQUEST PROPOSAL

To be completed upon mutual agreement by Seller and Purchaser to the Change Request Proposal.

The Change Request Proposal set forth in Part 2 above is hereby approved and agreed to by Seller and Purchaser pursuant to the TSA. To the extent that there is any conflict between the terms of this document, the terms of the Change Request Proposal shall control. Services provided pursuant to this Change Request Proposal shall be billable to and payable by Purchaser as Service Fees and shall be included in Purchaser's monthly TSA invoice.

<i>Seller Change Request Proposal Approval</i>			
Name:		Title: CIO	
Disposition:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	<input type="checkbox"/> Deferred
	Signature: Email approved provided above		Date:
Comments:			

<i>Purchaser Change Request Proposal Approval</i>			
Name:		Title: CIO	
Disposition:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	<input type="checkbox"/> Deferred
	Signature: Email Approval provided Above		Date:
Comments:			

[End of Annex 2X to the Transition Services Agreement]

Exhibit B

Services Managers

Seller Services Manager: [NAME]

Purchaser Services Manager: [NAME]

AMENDMENT TO STOCK PURCHASE AGREEMENT

This Amendment (this "Amendment"), dated as of October 25, 2013, is made among OneBeacon Insurance Group LLC ("Seller"), Trebuchet US Holdings, Inc. ("Purchaser"), OneBeacon Insurance Group, Ltd. ("Seller Parent") and Armour Group Holdings Limited ("Purchaser Parent"). Capitalized terms used but not defined in this Amendment have the meanings set forth in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Seller, Purchaser, Seller Parent and Purchaser Parent are parties to that certain Stock Purchase Agreement dated as of October 17, 2012, as amended or otherwise modified prior to the date hereof (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Amendment in order to extend the Termination Date.

NOW, THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Section 8.1 of Agreement Re: Termination Date. Subsection (d) of Section 8.1 of the Agreement is hereby amended by deleting "December 31, 2013" therein and replacing such date with "July 31, 2014."
2. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement, and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.
3. Governing Law. This Amendment and its enforcement will be governed by, and interpreted in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.
4. Submission to Jurisdiction. Each party to this Amendment hereby submits to the exclusive jurisdiction of (a) the United States District Court for the Southern District of New York sitting in the Borough of Manhattan or (b) if such court does not have jurisdiction, any state court located in the Borough of Manhattan, including in the case of subclauses (a) and (b) above, any appellate courts therefrom (the "New York Courts") for any dispute arising out of or relating to this Amendment or the breach, termination or validity hereof or any transactions contemplated by this Amendment. Each party to this Amendment hereby irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such proceedings brought in such court. Each of the parties hereto irrevocably and unconditionally waives and agrees not to plead or claim in any such court (i) that it is not personally subject to the jurisdiction of the New York Courts for any reason other than the failure to serve process in accordance with applicable Law, (ii) that it or its property is

exempt or immune from jurisdiction of the New York Courts or from any legal process commenced in the New York Courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by applicable Law that (A) the suit, action or proceeding in the New York Courts is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Amendment, or the subject matter hereof, may not be enforced in or by the New York Courts.

5. WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AMENDMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTY HERETO NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 5. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AMENDMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ONEBEACON INSURANCE GROUP LLC

By: T. M. Miller
Name: T. Michael Miller
Title: Chairman of the Board, President
and Chief Executive Officer

TREBUCHET US HOLDINGS, INC.

By: _____
Name: Pauline Richards
Title: Secretary / Treasurer

ONEBEACON INSURANCE GROUP, LTD.

By: T. M. Miller
Name: T. Michael Miller
Title: President and Chief Executive Officer

ARMOUR GROUP HOLDINGS LIMITED

By: _____
Name: Pauline Richards
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ONEBEACON INSURANCE GROUP LLC

By: _____
Name: T. Michael Miller
Title: Chairman of the Board, President
and Chief Executive Officer

TREBUCHET US HOLDINGS, INC.

By: Pauline Richards
Name: Pauline Richards
Title: Secretary / Treasurer

ONEBEACON INSURANCE GROUP, LTD.

By: _____
Name: T. Michael Miller
Title: President and Chief Executive Officer

ARMOUR GROUP HOLDINGS LIMITED

By: Pauline Richards
Name: Pauline Richards
Title: Chief Operating Officer