RECORDKEEPING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective upon receipt by Fidelity Employer Services Company LLC, a limited liability company organized under the laws of the state of Delaware ("Fidelity"), of an unmodified, executed document from Community College System of New Hampshire ("CCSNH") ("Client"). Fidelity and Client may be referred to in this Agreement individually as a "Party" and together as the "Parties."

WHEREAS, Client wishes to retain Fidelity to perform certain directed and ministerial recordkeeping, processing and related services as more fully described herein; and

WHEREAS, Fidelity is willing to perform such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Parties agree as follows:

ARTICLE I: DEFINITIONS

1.01 Definitions. The following terms used in this Agreement shall have the meanings set forth in this Section 1.01:

"Account" or "Accounts" means the individual custodial accounts and/or group custodial account established under the Plan pursuant to a written agreement between the Participant or Client, respectively, and the Custodian to hold the Participants' or Beneficiaries' accumulated benefits under the Plan and for such other purposes as may be required from time to time.

"Affiliate" means any Fidelity Affiliate or any Client Affiliate, as appropriate.

"Agreement" has the meaning specified in the preamble.

"Beneficiary" means, subject to the terms of the Plan with regard to the designation of a Beneficiary by the Participant (or, following the death of the Participant, the Beneficiaries), the designated Beneficiary or Beneficiaries of the Participant after the Participant's death, until the Beneficiary's Account has been fully distributed. The manner of Beneficiary designation and the effect of such designation and other related terms and conditions are set forth in Schedule B-2. The term Beneficiary shall also include the alternate payee(s) of the Participant named in a qualified domestic relations order as defined in Code section 414(p) and, if applicable, ERISA section 206(d), if consistent with the order.

"Business Day" means each day the New York Stock Exchange ("NYSE") is open. The closing of a Business Day shall mean the NYSE's normal closing time of 4:00 p.m. (ET), however, in the event the NYSE closes before such time or alters its closing time, all references to the NYSE closing time shall mean the actual or altered closing time of the NYSE.

"Change Control Request" has the meaning assigned in Section 15.02.

"Client" has the meaning assigned in the preamble to this Agreement.

"Client Account Representative" means the senior level individual authorized by Client to act as Client's primary contact for Fidelity in dealing with Client under this Agreement and to make decisions with respect to actions to be taken by Client in the ordinary course of day-to-day management of this Agreement.

"Client Affiliate" means any other Person that, through one or more intermediaries, Controls, is Controlled by or is under common Control with, Client.

"Client Contractors" has the meaning assigned in Section 14.02.

"Control" (including, with correlative meanings, the terms "Controlled by," and "under common Control with"); as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Custodian" means Fidelity Management Trust Company or any other Fidelity Affiliate identified in the written agreement establishing the Account.
"Developed Intellectual Property" means software, specifications, designs, analyses, processes, methodologies, concepts, inventions, documentation, reports, drawings, databases and work product, whether tangible or intangible, developed by or on behalf of Fidelity for Client as part of the Ongoing Services. Developed Intellectual Property does not include the Directions Documents.

"Directing Party" or "Directing Parties" has the meaning assigned in Section 16.03.

"Direction" or "Directions" has the meaning assigned in Section 16.01.

"Directions Documents" has the meaning assigned in Section 16.01.

"Dispute" has the meaning assigned in Section 14.01.

"Effective Date" of the Agreement is as set forth in the Preamble hereto; "Electronic Products" has the meaning assigned in Section 4.04.

"Electronic Services" has the meaning assigned in Section 4.03.


"Fees" has the meaning assigned in Section 5.01.

"Fidelity" has the meaning assigned in the preamble and includes any successors to such entity.

"Fidelity Affiliate" means any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, Fidelity, or any successors to such entities.

"Fidelity Intellectual Property" means any concepts, ideas, know-how, software (including programs, program listings and programming tools), hardware, web sites (including sites hosted by Fidelity and the Client), systems, materials, manuals, methods, techniques, reports, drawings, scripts, templates and other intellectual property developed and/or modified by Fidelity or used by Fidelity in connection with the performance of the Services (whether in written or electronic formats). Fidelity Intellectual Property includes the Directions Documents (but not the Plan specific information incorporated into such documents).

"Fidelity Representative" means an individual or group designated to serve as a Fidelity representative under this Agreement with responsibility for managing and coordinating the performance of Fidelity's obligations under this Agreement.

"Force Majeure Event" has the meaning assigned in Section 18.02.

"Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Implementation Period" means the period during which the Implementation Services are performed.

"Implementation Services" has the meaning assigned in Section 2.02.

"Implementation Services Commencement Date" has the meaning assigned in Section 2.01.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

"Losses" means any and all loss, damage, penalty, liability, cost or expense, including without limitation, reasonable attorney's fees and disbursements.

"Malicious Code" means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program itself; or (ii) any device, method, or token that permits any person to circumvent the normal security of the software or the system containing the code.

"Name" has the meaning assigned in Section 19.10.

"Ongoing Services" has the meaning assigned in Section 3.01.

"Ongoing Services Commencement Date" has the meaning assigned in Section 3.01.

"Other Services" has the meaning assigned in Section 19.02.

"Participant" means an employee, former employee or Beneficiary holding assets under the Plan who has not yet received a distribution of his or her entire accumulated benefit in his or her Account.
"Participant Claims" has the meaning assigned in Section 19.03.

"Party" and "Parties" have the meanings assigned in the preamble.

"Person" means any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust or any other entity or organization of any kind or character, including a court or other governmental authority.

"Personal Data" has the meaning assigned in Section 8.06.

"Plan" shall refer to any plan or program listed in Schedule A.

"Plan Administration Manual" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by Fidelity in administering the Plan, as such document may be amended and in effect from time to time.

"Services" means, collectively, the Implementation Services, the Ongoing Services, the Termination Assistance Services, and any other services to be provided hereunder by Fidelity as are mutually agreed to by the Parties.

"Taxes" has the meaning assigned in Section 5.06.

"Term" has the meaning assigned in Section 7.01.

"Termination Assistance Services" has the meaning assigned in Section 7.03.

ARTICLE 2: IMPLEMENTATION

2.01 Commencement of Implementation Services. Fidelity will commence providing the Implementation Services (the "Implementation Services Commencement Date"), if applicable, with respect to the Plan(s) listed in Schedule A as soon as reasonably practicable, in Fidelity’s sole discretion, on or after the Effective Date.

2.02 Implementation Services. As more fully described in Schedule B-1, Fidelity will perform such tasks as are necessary to transition delivery of the Ongoing Services from Client (or, if applicable, Client’s service provider or other vendor) to Fidelity ("Implementation Services").

2.03 Modifications to Implementation Project Plan/Ongoing Services. The Parties acknowledge that discovery will continue after the Effective Date and prior to the Ongoing Services Commencement Date. In the event that either Party’s obligations or costs change during the Implementation Period with respect to the scope of Ongoing Services or the manner in which Ongoing Services will be provided hereunder, the Parties will follow the change control procedures set forth in Section 15.02. As soon as practicable after a Party identifies any issues that are reasonably expected to delay or otherwise adversely affect the completion of any Implementation Services or related activities, such Party will notify the other, and the Parties will cooperate to establish a mutually acceptable action plan to minimize the delay or other adverse effect.

2.04 Cooperation/Status Review. Client will cooperate with Fidelity and provide to Fidelity such reasonable assistance, resources, information and other input to coordinate the Implementation Services and related activities and to complete such project in a timely and efficient manner. During the Implementation Period, the Client Account Representative and the Fidelity Representative, together with other appropriate representatives of the Parties, will periodically review the status of all implementation-related activities including, without limitation, the completion of required Directions Documents describing the specific processes that will be used to provide the Services. Client shall retrain Fidelity for expenses or other losses incurred by Fidelity as a result of Client’s failure to satisfy its obligations under this Section 2.04.

ARTICLE 3: ONGOING SERVICES

3.01 Ongoing Services Commencement Date. Fidelity will provide the remaining services (i.e., Services other than the Implementation Services) as described in Schedule B-1 (the "Ongoing Services") commencing as soon as reasonably practicable, in Fidelity’s sole discretion, after the Effective Date and completion of any Implementation Services, if applicable (the "Ongoing Services Commencement Date"). Fidelity shall not assume responsibility for any activities that comprise the Ongoing Services until the applicable Ongoing Services Commencement Date.

3.02 Ongoing Services. Commencing on the Ongoing Services Commencement Date and during the remainder of the Term, Fidelity will provide to Client, and Client will obtain from Fidelity, the Ongoing Services in accordance with Schedule B-1 and subject to the specific terms and conditions set forth in Schedule B-1 and the Directions Documents Client will, at its own cost and expense, be required to fulfill the obligations specified as Client responsibilities in such Schedules (the "Client Service Responsibilities").

3.03 Additional Services/Changes to Services. Any additional services or changes in the manner in which Services are being provided under this Agreement are subject to the procedures set forth in Sections 15.01 and 15.02, as applicable. Fidelity shall be under no obligation to discuss, negotiate or agree to provide any additional services or change the manner in which it provides any Services.
ARTICLE 4: NATURE OF SERVICES; DELIVERY OF SERVICES

4.01 Nature of Services. Client acknowledges that the Services are of a directed nature and Fidelity shall not perform any service that would cause Fidelity to be treated as an "administrator" or a "fiduciary" of any Plan (within the meaning of Sections 3(16)(A) and 3(21) of ERISA, under other applicable Law or for any other purpose) under this Agreement. Nothing in this Agreement is intended to give Fidelity any discretionary authority or any discretionary responsibility for the Plan(s), and the relationship of Fidelity to the Plan(s) is intended to be that of a directed recordkeeper with respect to the Services. Further, in no event shall Client construe any of the Services as constituting tax or legal advice on the part of Fidelity to Client, the Plan(s), any Participant or any other party.

4.02 Delivery of Services. Client hereby acknowledges and authorizes that Fidelity may delegate the performance of Services under this Agreement to one or more Fidelity Affiliates and may subcontract the provision of certain Services to third-party providers; provided, however, that Fidelity will remain fully responsible for any Services performed by any such Fidelity Affiliates or third parties to the same extent as if such obligations were performed by Fidelity. Fidelity will remain Client's sole point of contact regarding the Services. If Client expresses any concerns to Fidelity regarding bona fide performance issues with any third-party providers, Fidelity will cooperate with Client to resolve such concerns on a mutually acceptable basis. Fidelity will be responsible for all payments to its subcontractors for Services performed by the subcontractors. Client agrees that in certain circumstances, Services to be provided by a Fidelity Affiliate may be provided pursuant to one or more other contractual agreements or relationships.

4.03 Electronic Services. Fidelity may provide communications and other Services via electronic media, including, but not limited to Fidelity NetBenefits® and Fidelity Plan Sponsor WebStation® ("Electronic Services"). Client agrees to use such Electronic Services only in the course of administration of or participation in the Plan(s) in connection with this Agreement. Except to the extent provided otherwise in this Agreement, Fidelity reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

(a) Non-Commercial Use. Fidelity acknowledges that certain Electronic Services may, by their nature, be intended for non-commercial, personal use by Plan Participants or their Beneficiaries, with respect to their participation in the Plan(s) or for their other retirement or employee benefit planning purposes, and certain content may be intended or permitted to be modified by Client in connection with the administration of the Plan. Prior to making any such modifications, Client will notify Fidelity that such the parties can agree on any requirements or guidelines associated with such usage or modification. To the extent permission is granted to make Electronic Services available to administrative personnel or other third parties designated by Client, it shall be the responsibility of Client to keep Fidelity informed of which Client personnel are authorized to have such access.

(b) Disclaimers. To the extent that any Electronic Services utilize Internet services to transport data or communications, Fidelity will take and Client agrees to follow, reasonable data security precautions; provided, however, that Fidelity disclaims any liability for interception of any such data or communications. Fidelity reserves the right not to accept data or communications transmitted electronically or via electronic media by the Client or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for Fidelity to use the data security provided. Fidelity shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does Fidelity make any warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement.

(c) Access. Client acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and Client agrees that neither Client nor, where applicable, third parties or Participants, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by Fidelity for the use of Client, third parties or Participants. To the extent that a personal identification number ("PIN") is necessary for access to the Electronic Services, Client, third parties, and/or Plan Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

4.04 Electronic Products. From time to time, upon mutual agreement of Fidelity and Client, Fidelity may deliver to Client certain software products ("Electronic Products") not otherwise covered by the terms and conditions stated herein for use in connection with the administration of or participation in the Plan(s). Terms and conditions of use for such Electronic Products shall be provided to Client, as applicable. Fidelity makes no warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent that such terms and conditions specific to Electronic Products are not furnished, the use of such Electronic Products shall be governed by the terms of this Agreement as applicable.

ARTICLE 5: FEES; EXPENSES; TAXES

5.01 Fees. In consideration of the performance of the Services, Client will pay to Fidelity the charges and expenses specified in Schedule C as amended from time to time, and in other written disclosures as Fidelity may provide to the Client from time to time ("Fees").

5.02 Source of Payments. All reasonable fees and expenses of Plan administration as shown on Schedule C shall be a charge against and paid from the appropriate Participants' accounts, except to the extent such amounts are paid by the Client in a timely manner. Any other reasonable expenses of Plan administration, as determined and directed by Client, shall be a charge against and paid from the appropriate Participants' Accounts. Except as expressly provided in this Agreement, all expenses that Fidelity expects to incur in performing the Services are included in the Fees.
5.03 Invoices: Timings of Payments: Disputes. In the event Client elects to pay any of the fees due hereunder, except to the extent specifically provided otherwise in Schedule C regarding billing frequency for particular Services, Fidelity will provide a reasonably detailed invoice for such Fees and expenses payable for the Ongoing Services on a quarterly basis. Fidelity will forward invoices to Client within a reasonable period following the end of the applicable billing period. If Client disputes payment of an invoice, in whole or in part, Client will pay the undisputed portion of the invoice in a timely manner. Client may withhold the disputed portion of an invoice so long as: (i) it notifies Fidelity of the dispute in writing prior to the date on which payment of such invoice is due; and (ii) at the time it provides such notice, provides Fidelity with reasonable documentation to justify the non-payment. Any amount due to Fidelity under this Agreement for which a time for payment is not otherwise specified herein, will be due and payable thirty (30) days after Client’s receipt of Fidelity’s invoice therefore.

5.04 Method of Payment. All amounts to be paid to Fidelity under this Agreement will be paid in U.S. dollars by (1) ACH entry, with the settlement date for such ACH entry to be not later than the payment due date. (2) Federal wire transfer to the account or accounts designated by Fidelity from time to time, or (3) such other method as is mutually agreed upon by the Parties and for which Fidelity may charge a fee to reflect additional processing costs. Payment must be received by Fidelity in immediately available funds by the close of the federal funds transfer system in New York, New York on the payment due date.

5.05 Interest. Any overcharge or underpayment of Fees or expenses, whether or not the subject of a good-faith dispute, shall bear interest until reimbursed or paid by the appropriate Party. Such interest shall be determined by calculating the average of the prime rates reported in the Wall Street Journal from the date of overcharge or underpayment until such corrective payment is made by the appropriate Party.

5.06 Taxes. Irrespective of whether Fidelity is required hereunder to collect and/or remit any Taxes in connection with its provision of Services, Client will be responsible for any and all Taxes arising from, assessed, claiming, or imposed on this Agreement, the transactions arising hereunder, the Fees payable hereunder, and the Services. Taxes will be in addition to the Fees payable to Fidelity hereunder. Client will be responsible for remitting the Taxes to the applicable taxing authority unless Fidelity is required by law to collect and remit the Taxes. For purposes of this Agreement, the term "Taxes" means any present or future U.S., federal, state, local, foreign or provincial taxes, assessments, claims, permits, fees and other charges of any kind, however designated, assessed, charged or levied now or hereafter, including without limitation sales, use, ad valorem, telecommunications, gross receipts, excise, transaction, goods and services, value-added or similar taxes, and other taxes, assessments, claims, permits, fees or amounts in whatever nature or in lieu thereof, and interest and penalties imposed in connection therewith; provided, however, that Client’s obligations hereunder with respect to Taxes will not apply to any income taxes that are based on or measured by Fidelity’s net income. Each of the Parties will bear sole responsibility for all taxes on its own or leased real property, personal property, or net income, as well as any franchise taxes imposed with respect to its business or employment taxes imposed with respect to its own employees.

5.07 Changes to Laws: Custom Enhancements. The fees included in this Agreement are based on the current legal and regulatory environment. Where changes to laws or regulations would modify the scope of Services to be provided by Fidelity under this Agreement, the provisions of Sections 15.01 and 15.02 as applicable, shall be followed by the Parties for purposes of determining whether Fidelity shall provide, and Client will purchase, such Services, and if applicable the terms, conditions and pricing under which such Services would be provided. If changes affect the Services provided to Client because of the unique characteristics of Client’s business or Plan(s), then Client shall reimburse Fidelity for its share of all reasonable costs incurred by Fidelity, if any, in making such changes. Such share of costs shall be calculated by dividing Fidelity’s reasonable costs by the number of clients whose services will be directly affected by such changes. Additionally, if there is more than one manner in which to comply with a legal or regulatory change and Client chooses an option different from Fidelity’s standard services, additional fees may apply in the event Fidelity agrees to accommodate Client’s non-standard request. Fidelity reserves the right to charge Client for custom features or enhancements as well as Client-specific testing.

ARTICLE 6: REPRESENTATIONS

6.01 Fidelity Organization: Good Standing. Fidelity hereby represents to Client that it is a limited liability company organized under the laws of the state of Delaware and is validly existing and in good standing.

6.02 Client Organization: Good Standing. Client hereby represents to Fidelity that it is a governmental or tax-exempt organization which is validly existing and in good standing, and is eligible to sponsor a Code section 401(k) retirement plan, as defined in Treasury Regulations section 1.401(k).

6.03 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 7: TERM AND TERMINATION

7.01 Term. The term of this Agreement will commence on the Effective Date and continue until terminated in accordance with Section 7.02 (the “Term”).

7.02 Termination. Either Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party. In such case, Schedule B-1 shall terminate, but the terms and provisions of the Information Sharing Agreement set forth in Schedule B-2 will remain in effect until such time as all Plan assets have been distributed by Fidelity.
7.03 **Termination Assistance Services.** In the event of termination of this Agreement, Fidelity will provide to Client or its designee, at a mutually agreeable time, one file in Fidelity’s format, of the Personal Data prepared and maintained by Fidelity in the ordinary course of business, provided that all Fidelity proprietary information contained therein shall be appropriately removed or redacted, to the extent that such Personal Data is required by Client for the ongoing provision of Services by Client or its designee (“Termination Assistance Services”). Fidelity and Client may mutually agree to additional services, for which Fidelity may charge the Client a fee.

**ARTICLE 8: CONFIDENTIALITY; SAFEGUARDING OF DATA**

8.01 **Confidential Information.** In connection with this Agreement, each of the Parties has disclosed and may continue to disclose to the other Party information that relates to the disclosing Party’s business operations, financial condition, employees, former employees, eligible dependents and Beneficiaries of such employees and former employees, customers, business associates, products, services or technical knowledge. Except as otherwise provided herein or specifically agreed in writing by the Parties, Fidelity and Client each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the Services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving Party to be proprietary and confidential to the disclosing Party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or customer information, and (iv) the terms and conditions of this Agreement (collectively, the “Confidential Information”) will be used only in accordance with this Agreement.

8.02 **Ownership of Information/Safeguarding Information.** Each Party’s Confidential Information will remain the property of that Party except as otherwise expressly provided in this Agreement. Each Party will use at least the same degree of care to safeguard and prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each Party may disclose relevant aspects of the other Party’s Confidential Information to its employees, Affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations under this Agreement or the enforcement of its rights under this Agreement, provided, however, that the disclosing Party shall ensure that such parties agree to be bound by confidentiality provisions at least as restrictive as those set forth in this Article 8; and provided further, however, that in no event shall Client disclose such Confidential Information to direct competitors of Fidelity. Each Party will be responsible for any improper disclosure of Confidential Information by such Party’s employees, Affiliates, subcontractors or agents. Neither Party will (i) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement, or (ii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other Party.

8.03 **Return of Information.** Upon expiration or any termination of this Agreement and completion of a Party’s obligations under this Agreement, each Party will return or destroy, as the owner may direct, all documentation in any medium that contains or refers to the other Party’s Confidential Information; however, each Party may retain copies of Confidential Information of the other Party solely to the extent required for compliance with applicable professional standards and applicable Law.

8.04 **Exceptions to Confidential Treatment.** Sections 8.01, 8.02 and 8.03 shall not apply to any particular information that either Party can demonstrate (i) was, at the time of disclosure to it (a) already known to the receiving Party (and not subject to a pre-existing confidentiality agreement) or (b) publicly known; (ii) after disclosure to it, becomes publicly known through no fault of the receiving Party; (iii) was received after disclosure to it from a third party who did not indicate that the information was to be treated as confidential in connection with the disclosure; or (iv) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. In addition, a Party will not be considered to have breached its obligations under this Article 8 for disclosing Confidential Information of the other Party to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, or making a determination that disclosure is legally required, and to the extent that it may legally do so, such Party advises the other Party prior to making such disclosure in order that the other Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information.

8.05 **No Duty to Disclose.** Nothing contained in this Article 8 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Party, provided that Fidelity shall be excused from its obligations to perform hereunder to the extent Client fails to provide any such information as is reasonably necessary for Fidelity to perform the Services and otherwise meet its obligations hereunder.

8.06 **Personal Data.** In order to fulfill its obligations under this Agreement, Fidelity may receive in connection with this Agreement the Services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about Participants (“Personal Data”). Fidelity acknowledges that it is receiving Personal Data only in connection with the performance of the Services and Fidelity will not use or disclose Personal Data without the permission of Client for any purpose other than as permitted in this Agreement and in fulfilling its obligations under this Agreement, unless disclosure is required or permitted under this Agreement or by applicable Law. With respect to Personal Data it receives under this Agreement, Fidelity agrees to (i) safeguard Personal Data in accordance with its privacy policy, and (ii) exercise at least the same standard of care in safeguarding such Personal Data that it uses to protect the personal data of its own employees. Nothing in this Agreement shall affect in any way other product or service arrangements entered into separately by Fidelity or its affiliates and the Client and/or Participants.
ARTICLE 9: PROPRIETARY RIGHTS: SYSTEMS; DATA

9.01 Ownership of Intellectual Property. Except to the extent the Parties specifically agree otherwise in writing, the Fidelity Intellectual Property and any Developed Intellectual Property will be the sole and exclusive property of Fidelity, and the Client will have no interest whatsoever in such intellectual property. Fidelity, including its subcontractors, assigns, and delegates, has and will continue to have exclusive ownership of all intellectual property rights in such property, including all trade secrets, patents, trademarks and copyrights. Client will have no right to alter, publish, copy, broadcast, retransmit, reproduce, reverse engineer, frame-in, link to, commercially exploit or otherwise disseminate the content, tools, materials or code associated with the Services, or any portion thereof (including without limitation, any trademarks and service marks associated therewith), without the prior written consent of Fidelity. Fidelity shall not be responsible for any loss or damage related to or resulting from any changes or modifications made by the Client in violation of this Agreement. Upon termination of the Agreement, Client will discontinue use of Fidelity Intellectual Property and Developed Intellectual Property, and return to Fidelity or destroy any Fidelity Intellectual Property and Developed Intellectual Property in its possession. Upon request by Fidelity, Client will deliver to Fidelity written certification of such return or destruction signed by a senior executive of Client.

9.02 Ownership of Personal Data. Subject to Article 16, Personal Data transferred to or generated by Fidelity in the performance of the Services is and will continue to be the sole and exclusive property of Client.

9.03 Knowledge Capital. Nothing in this Agreement will preclude Fidelity from marketing, developing or using for itself or others, services or products that are the same as or similar to those provided to Client by Fidelity pursuant to this Agreement. Furthermore, Fidelity will continue to be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired or used in the course of providing the Services.

ARTICLE 10: OTHER FINANCIAL SERVICES

10.01 Authorization. Notwithstanding any provision of this Agreement to the contrary, including Section 8.06, Client hereby authorizes Fidelity, throughout the Term hereof and any extensions to such Term, to (a) provide and/or offer personal and/or workplace services, programs, and products (collectively, "Personal Investing Offerings") to any and all Plan participants, and (b) exchange information related to Plan terms and provisions, Plan-related event information, and individual Plan participant information (including, but not limited to, contact information and account information) between and among Fidelity, Fidelity Brokerage Services LLC, and other Fidelity Affiliates. Any Fidelity Affiliate shall treat such information in accordance with Fidelity Investments’ privacy policy as such policy relates to individual investors who interact with Fidelity directly. Solely for the purposes of this Article 10, the term “participant” shall refer to current and former (a) Plan participants, (b) employees who at any time are or were eligible to participate in any of the Plans, (c) beneficiaries, and (d) alternate payees under the Plan, whether or not any such person has a current account balance or is otherwise entitled to benefits under a Plan.

10.02 Communications. Fidelity shall have the right to provide or communicate with any and all Plan participants about Personal Investing Offerings through means determined by Fidelity, Fidelity may support or provide all Personal Investing Offerings through any Fidelity Affiliate. Fidelity may collect Participant contact information (such as telephone numbers, e-mail addresses, and mailing addresses) directly from Participants in the course of providing Personal Investing Offerings. Any information collected by Fidelity during the Term including Personal Data may be retained and used by Fidelity or Fidelity Affiliate in accordance with the provisions of Article 10 after the termination of this Agreement.

10.03 Fidelity Obligations. Fidelity agrees to indemnify Client against any claims brought against Client by a participant who purchases a product or service of Fidelity or any Fidelity Affiliate as a result of the actions taken by Fidelity pursuant to this Article 10 to the extent such claims are the result of Fidelity's (or, if applicable, a Fidelity Affiliate’s) negligence or failure to follow the terms of any agreements entered into between such Participant and Fidelity (or the Fidelity Affiliate).

ARTICLE 11: COMPLIANCE WITH LAWS

11.01 Fidelity Obligations. Fidelity represents that its operations, employment and general business practices are in compliance with all applicable laws. In addition, to the extent Fidelity agrees to perform any Services the descriptions of which are set forth in the applicable Statements of Services, the specific sections of applicable Law governing the manner in which such Services are to be performed, Fidelity will perform those Services in compliance with such section(s) of Law. Fidelity shall also comply with federal and state tax withholding laws to the extent any such Laws specifically apply to Fidelity’s performance of the Services.

11.02 Client Obligations. Client, not Fidelity, shall otherwise remain responsible for compliance with all applicable laws affecting its business and the Services, including without limitation Client's compliance obligations under the Code and its regulations, applicable state and local tax laws and regulations, and applicable state wage and hour Laws and regulations. Client acknowledges that Fidelity does not by the performance of its obligations hereunder become responsible, by implication or otherwise, for compliance with any Law not specifically described above as being the responsibility of Fidelity (including, by way of example, a Plan's overall compliance with Section 404(c) of ERISA or its status as a valid 401(k) plan under the Code, if applicable).

11.03 Client Directions. In the event Client provides Directions that would require Fidelity to modify the manner in which it routinely provides the Services, or require Fidelity to provide Services in a manner not specifically contemplated in the Statement of Services, Fidelity may choose, in its sole discretion, to cooperate with Client to establish mutually acceptable terms, conditions and pricing in order to reflect the requested modifications. In the event Fidelity chooses not to modify its standard Services, or the Parties cannot agree on such terms, it shall remain the responsibility of Client to ensure compliance through other
means. Upon receipt of any Direction that Fidelity believes is inconsistent with applicable laws, Fidelity will discuss such Direction with Client; provided, however, that Fidelity shall have no duty to evaluate, monitor or otherwise inquire upon the legality of any Direction from Client and no duty to follow any such Direction. Client acknowledges and agrees that the Directions Documents and the Plan documents and Client’s approval of same constitutes its interpretation of applicable laws for purposes of implementing and delivering the Services. Except with respect to those laws included in Section 11.01 the compliance with which is the responsibility of Fidelity, Client shall direct Fidelity regarding the interpretation and applicability of any potentially applicable laws involving the terms of the Client’s Plans through the Directions Documents. In addition, with respect to Fidelity’s obligations under Section 11.01 to perform Services in accordance with cited sections of 11.01, Client recognizes and agrees that where any such law (I) may be complied with in more than one manner, or (ii) is otherwise subject to interpretation, Client’s Direction (whether included in the Directions Documents or provided pursuant to a separate instrument) shall govern and Fidelity shall be fully protected in its reliance thereon.

ARTICLE 12: INDEMNIFICATION

12.01 Obligations to Indemnify. To the extent permitted by applicable law, each Party shall indemnify, and hold the other Party harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the other Party at any time to the extent such liability, loss or expense results from the indemnifying Party’s negligence, breach of the terms hereof, or willful misconduct under this Agreement. Except as specifically provided otherwise in the preceding sentence, and to the extent permitted by applicable law, Client shall indemnify and hold Fidelity harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against Fidelity at any time in connection with (i) Services performed by Fidelity in accordance with the terms of this Agreement, (ii) Fidelity having entered into this Agreement, (iii) Fidelity’s having acted upon the directions of Client hereunder, or (iv) Fidelity having failed to act as a result of either (A) Client’s Directions not to act, or (B) the absence of Client Directions. If the Plan is intended to be exempt from ERISA because the Client intends to meet the non-ERISA safe harbor requirements of DOL Regulation Section 2510.3-2(f), and it is subsequently determined by the Department of Labor or any other entity with jurisdiction over the matter that the Client has not met such safe harbor requirements and the Plan is therefore subject to ERISA, the Client agrees to fully indemnify and hold Fidelity harmless from any losses (including without limitation the payment of excise taxes, fines and penalties) which may result from Fidelity’s failure to provide any disclosures or other information as required by ERISA with respect to Plans that are subject to ERISA and which would have otherwise been provided hereunder or with respect to the relationship between Fidelity and the Client and/or Participants and Beneficiaries.

For purposes of this Section 12.01, any reference to Client or Fidelity as an indemnified Party shall be deemed to include their respective directors, employees, officers, Affiliates, and subsidiaries.

ARTICLE 13: LIABILITIES

13.01 Duty to Mitigate Damages. Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.

13.02 Limitation on Categories of Liability. In no event will the measure of damages payable by either Party include, nor will either Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages (including damages due to business interruption or lost profits, competitive advantage or goodwill) arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

13.03 Contractual Statute of Limitations. Neither Party may assert against the other Party any claim for breach or nonperformance in connection with this Agreement unless the asserting Party has given the other Party written notice of the claim within two (2) years after the asserting Party first knew or reasonably should have known of the underlying facts giving rise to such claim.

ARTICLE 14: DISPUTES

14.01 Informal Dispute Resolution. In the event that there is a dispute, claim, question or difference arising out of or relating to this Agreement, or any alleged breach hereof (a "Dispute") (except to the extent such Dispute is covered by Section 14.02 hereof), prior to the institution of any action in a court of law, the Parties will use reasonable efforts to settle such Dispute. During the course of such discussions, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the Dispute, will be honored in order that each of the Parties may be fully apprised of the other’s position. The specific format for such discussions will be left to the discretion of the Parties, but may include the preparation of agreed-upon statements of fact or written statements of position.

14.02 Non-Binding Mediation. Except as expressly provided otherwise in this Agreement, if the Parties do not reach a solution pursuant to the provisions of Section 14.01 within a period of twenty (20) Business Days (or such other period as mutually agreed upon by the Parties) upon written notice by a Party to the other Party, the Parties will attempt in good faith to resolve the Dispute by non-binding mediation. The subject of the mediation shall be the dispute between the Parties. If the Client is a governmental entity or an entity that is a participant in a governmental program, the mediation shall be conducted in accordance with the Department’s mediation program. The Parties shall select from a list of mediators approved by the State of Texas a person acceptable to both Parties to act as mediator. The Parties shall retain the services of the mediator and agree to resolve the Dispute in accordance with the terms and conditions of the agreement so selected. The mediation will be conducted in a confidential manner and no evidence shall be added to the record of the dispute. The mediation of the dispute shall be held at the location of the party which initiated the mediation, unless otherwise agreed upon by the parties.

14.03 Exceptions to Dispute Resolution Procedure. The provisions of this Article 14 will not be construed to prevent a Party from seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach or attempted threatened
ARTICLE 15: MODIFICATIONS TO AGREEMENT

15.01 Amendments. Except as specifically provided otherwise in this Agreement, this Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement. The individuals authorized to sign such instruments on behalf of the Client shall be those authorized by the Client in Schedule A. Client retains responsibility for providing Fidelity with timely written updates of any changes to the names of individuals from whom Fidelity is to seek direction on behalf of the Client consistent with these procedures. Notwithstanding any other provision of this Agreement to the contrary, in the event Fidelity proposes changes that would affect the servicing of the Plan(s) and constitute a change to the terms of this Agreement or any then-existing Directions Documents in effect (including, if applicable, the Plan Administration Manual), the following process shall apply. Fidelity will provide a detailed written description of such changes prior to implementing same. Such description will inform the Client of its right to affirmatively reject any or all such proposed changes upon written notice back to Fidelity. Client will be permitted no less than 30 days to object to any change described in such notice. Where the Client notifies Fidelity within such period of its choice to opt out, the change will not be implemented and this Agreement and then-current Directions Documents shall remain unaffected. In the event the Client does not opt out within such period by providing written notice of its objection to Fidelity, the change will be (i) deemed to have been approved by the Client, and (ii) implemented by Fidelity, and the detailed written description initially provided by Fidelity shall be deemed to constitute the Client’s direction to Fidelity (and, to the extent applicable for a particular change, direction to Fidelity’s Affiliates) on the matter. In this process, Client retains all discretionary control with respect to the administration of the Plan(s) and the investment of all Plan assets covered by this Agreement. Client remains responsible for (i) ensuring the Plan’s operation (as proposed to be revised by any such notice from Fidelity) is in accordance with the Plan document by either determining that the change is not inconsistent with the Plan’s terms or amending the Plan, within permitted remedial amendment periods if applicable, in order to avoid any such inconsistency, and (ii) notifying Participants and other affected parties of any changes (except where Fidelity has explicitly agreed hereunder to provide such notifications as part of its Ongoing Services commitment). Fidelity will not be required to acquire and review any Plan document or amendment with respect to each change. Fidelity acknowledges and agrees that the “opt out” approach as described above shall not be used for changes to the investment line-up of the Plan(s), material changes to the fee schedule(s), or changes to the general legal standards of care set forth in this Agreement, as such modifications will continue to require a document executed by the Client and, in some cases, Fidelity.

15.02 Change Procedures. Either Party may also request a change to the Services or other terms of this Agreement in accordance with the provisions of this Section 15.02. The Party requesting the change will prepare, at its expense, a notice setting forth, in reasonable detail, the nature of the change (a “Change Control Request”). As soon as practical after receipt by the other Party of the Change Control Request, the Parties shall discuss whether such changes may be made and, if so, what modifications to the terms, conditions and pricing of this Agreement would be appropriate to effect such changes. Fidelity reserves the right to reject any Change Control Request in its sole discretion. Upon agreement as to the required modifications, the Parties shall each execute such Change Control Request unless either Party determines that such modifications should be memorialized in a formal amendment to this Agreement.

ARTICLE 16: CLIENT DIRECTIONS/RESPONSIBILITIES

16.01 Client Direction. Client shall provide to Fidelity such documents, policies, interpretations, rules, practices and procedures, as interpreted by the Client (the “Directions”) with respect to the Services as required or requested to enable Fidelity to perform the Services in accordance with applicable laws, the Plans, applicable policies, and this Agreement. Such Directions shall include, without limitation, those documents that set forth the manner in which Fidelity will provide the Services under this Agreement, including without limitation the Plan Administration Manual (the “Directions Documents”).

16.02 Direction Revisions: Additions. Any new Directions or changes to existing Directions may be requested by the Parties, subject to the change procedures as detailed in Sections 15.01 and 15.02, as applicable. The Parties shall periodically update the Directions Documents to reflect changes to the operations or procedures described therein, within a reasonable time after such changes were made. In the event of a conflict between the provisions of this Agreement and any Directions Documents, the provisions of this Agreement shall govern.

16.03 Reference on Directions. Directions shall be provided to Fidelity in writing by an individual authorized to provide such Directions as described in Schedule A (the “Directing Party” or “Directing Parties” via written paper, electronic data transfer ("EDT"), facsimile or such other secure electronic means in accordance with mutually agreed upon procedures. Client will provide Fidelity with immediate written notice of the termination or suspension of the authority granted to any Directing Party. Whenever a Direction is provided to Fidelity by a Directing Party, incorporated into the Directions Documents, Fidelity will be fully protected in relying on the Direction, provided Fidelity reasonably believes the Direction to be genuine and from an authorized individual. Fidelity shall have no responsibility to ascertain the (i) accuracy, (ii) compliance with the terms of the Plans, the related custodial account or any applicable law, or (iii) effect for tax purposes, of any Direction, or (iv) the authenticity of the sender of any paper or electronic Direction. Fidelity may, in its sole discretion, refuse to honor a Direction if it (i) is not made or confirmed in writing, (ii) conflicts with other Directions Documents, the terms of this Agreement, or applicable law, or (iii) is inconsistent with the manner in which Fidelity generally performs Services.

16.04 Interpretation/Verification. Client will be responsible for (i) interpreting the provisions of the Plan, and (ii) verifying that all Directions implemented by Fidelity in relation to the Services are consistent with the applicable terms of the Plan, as amended from time to time. If Fidelity reasonably concludes that a Directions Document is unclear and requires a determination in order to provide the Ongoing Services, Fidelity will escalate the issue to Client for a final determination, according to the procedures contained in the Directions Documents.
16.05 **Plan Data.** Client acknowledges that the timely provision of accurate, consistent and complete data and documentation (including, without limitation, information pertinent to other Services as defined in Section 19.02) requested by Fidelity in accordance with Fidelity’s specifications (as defined in the Directions Documents) is essential to the proper delivery of Services and Fidelity shall not be responsible for incomplete or inaccurate Services to the extent caused by Client’s or any other party’s failure to so provide such data, Fidelity shall be entitled to rely on the accuracy and completeness of such data and shall have no duty to verify such information except where the data is clearly erroneous on its face. If any data submitted in accordance with these requirements, or if Fidelity determines errors or omissions in the data submitted, Fidelity shall promptly notify Client and return such data to Client (or, if applicable, to Client’s agent) for correction and modification unless Client and Fidelity agree, in writing, that Fidelity is to make corrections or modifications to the data for an additional fee.

16.06 **Client Responsibilities.** If and to the extent Client’s failure to timely perform its responsibilities under this Agreement (including any Client or Client’s agent failure to provide the Other Services on a timely and accurate basis or in the form or format required hereunder) causes Fidelity to fail to meet its obligations hereunder, Fidelity shall be excused from performance and shall not be responsible for any losses resulting from its failure to perform or delay in performing. After any failure on the part of the Client to meet its obligations, Fidelity shall assert best efforts within commercially reasonable limits to satisfy its obligations hereunder; provided, however, that Client shall be responsible for additional costs and expenses incurred by Fidelity in order to meet such obligations. Fidelity may terminate any one or more of the Services immediately upon notice to Client if Client repeatedly fails to provide or otherwise make available sufficient, good funds to Fidelity within the deadlines established in applicable Schedules. If any one or more of the Services is terminated by Fidelity in accordance with this Section 16.06, Client will immediately: (i) be solely responsible for any and all amounts due and to become due by Fidelity to third parties in connection with the affected Services including, in the case of tax-filing Services, all related penalties and interest; (ii) reimburse Fidelity for all payments made by Fidelity hereunder, on Client’s behalf, to any third party in anticipation of receiving sufficient, good funds from Client; provided, however, that Fidelity has no obligation to make such payments; and/or (iii) pay any and all fees and charges invoiced by Fidelity to Client relating to any such third-party payments and all fees for Services provided up to the date of such termination. Client further agrees that in the event any change it intends to make to its Plans, policies or procedures would require Fidelity to alter the manner in which it provides any Services hereunder, detailed documentation describing such changes must be provided by Client to Fidelity sufficiently in advance of the effective date of such changes (i) to reasonably enable Fidelity to make such modifications, and (ii) to permit the Change Control procedures to be followed, if applicable.

**ARTICLE 17:** ASSIGNMENT: ACQUISITIONS; DIVESTITURES; PLAN MERGERS

17.01 **Assignment.** Neither Party may, without the prior written consent of the other Party (which consent may be withheld in the Party’s sole discretion), assign this Agreement (including by operation of law). Notwithstanding the foregoing, however, Fidelity may assign this Agreement, together with all of Fidelity’s rights and obligations hereunder, to (i) a Fidelity Affiliate, or (ii) pursuant to a reorganization or change in Control, without such prior written consent. No assignment with or without consent shall constitute a novation or otherwise relieve either Party of its obligations hereunder. The consent of a Party to any assignment of this Agreement will not constitute such Party’s consent to further assignment. This Agreement will be binding on the Parties and their respective successors and permitted assigns. Any assignment in contravention of this Section 17.01 will be void.

17.02 **Acquisitions.** If Client acquires any Affiliate or business unit during the Term, Client may, subject to the mutual agreement of the Parties, elect to have Fidelity provide acquisition support (including assessments, transition planning and migration support) and the Services to such acquired Affiliate or business unit, subject to the change procedures set forth in Section 15.02.

17.03 **Divestitures.** If any Affiliate or business unit of Client is divested, Fidelity will, for a period of up to twelve (12) months or until termination of this Agreement, whichever occurs first, at Client’s request given by notice at least ten (10) days after such divestiture and specifying the specific time period for which Services are to continue, continue to provide the Services to such divested Affiliate or business unit. Client will remain fully responsible for all obligations related to the divested Affiliate or business unit, including without limitation providing appropriate direction to Fidelity with respect to the Ongoing Services and any payment obligations, in the same manner as if the divestiture had not occurred. Any changes to the Services or any other terms or conditions (including fees) hereunder in connection with the divested entity shall be subject to the change procedures set forth in Section 15.02.

**ARTICLE 18:** FORCE MAJEURE

18.01 **Excused from Performance.** Each Party will be excused from performance under this Agreement (other than obligations to make payments that have become due and payable pursuant to this Agreement) for any period in which it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either Party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it will promptly notify the other Party and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented. Such Party will continue to use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

18.02 **"Force Majeure Event" Defined.** "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a Party, provided that the non-performing Party is without fault in causing or failing to prevent such occurrence. Force Majeure Events will include, without limitation, (i) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God, (ii) acts of war (declared or undeclared), acts of terrorism, whether actual or threatened, quarantines, epidemics, pandemic, insurrection, riots, civil disorders, rebellion or sabotage, (iii) acts of federal, state, local or foreign governmental authorities or courts, (iv) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful, (v) failures or fluctuations in utilities services including, but not limited to, electrical power or telecommunications service or equipment, and (vi) delays or failures caused by the other Party or the other Party’s performance or third-party nonperformance (except that
a Party will not be excused for delays or failures caused by such Party's subcontractors or agents unless the event or circumstance is a Force Majeure Event as to such subcontractor or agent).

ARTICLE 19: MISCELLANEOUS

19.01 Insurance. Fidelity will maintain the insurance coverage identified on Schedule D to this Agreement. Each Party waives rights of subrogation it may otherwise have regarding the other Party's first party insurance coverages, including property insurance and business interruption insurance. Fidelity will provide Client with certificates evidencing the coverages required hereunder upon request.

19.02 Cooperation: Consents. Each Party will cooperate with the other Party in good faith in the performance of its respective activities contemplated by this Agreement. Where agreement, approval, acceptance or consent of either Party is required by any provision of this Agreement, such action will not be unreasonably withheld or delayed except to the extent expressly provided otherwise herein. Fidelity will reasonably cooperate with Client and any third-party administrator, vendor, recordkeeper or contractor employed by Client ("Client Contractors") to the extent performance of the Services by Fidelity requires other services ("Other Services") to be furnished by Client or any Client Contractor. Client will furnish or cause any Client Contractor to furnish all such Other Services to Fidelity and to perform all such Other Services within such time periods and in such form or manner as are necessary in order to enable Fidelity to perform the Services in a timely manner and at no incremental cost to Fidelity. Client acknowledges and understands that in order for Fidelity to timely implement Services to the Plan, Client shall use commercially reasonable efforts to cooperate with Fidelity to: (a) make available Client personnel as appropriate, (b) respond to requests for confirmation or approval of any Directions Documents as reasonably requested by Fidelity, and (c) provide all Plan designs and Plan updates upon request. Fidelity will be under no obligation to test or otherwise verify the accuracy or completeness of any of the Other Services or any information or data included therein, but Fidelity will promptly notify Client if it becomes aware of any inaccuracy, omission or discrepancy. If the work performed by any Client Contractor affects the Services being performed by Fidelity or the cost of performance by Fidelity, Client will be responsible for any incremental costs incurred by Fidelity and will ensure that such Client Contractor cooperates with Fidelity.

19.03 Fidelity Not Insurer. Guarantor, Administrator. Fidelity is not an insurer, underwriter or guarantor of any benefit due, or alleged to be due, under any Plan, and Fidelity shall not be liable under any circumstances for the payment of such benefits or any costs or expenses related to such benefits. Fidelity will have no responsibility for any Participant claims and/or appeals (including any claims or appeals under ERISA Section 503 ("Participant Claims") in providing the Ongoing Services. Fidelity will manage Participant problems or complaints with respect to the Ongoing Services and will provide Participants with information on the proper procedures for filing a Participant Claim with Client in accordance with the Directions. Fidelity will provide Client, or its designee(s), with the information within its control that is necessary for Client, or its designee(s), to respond to such Participant Claims.

19.04 No Waiver. A party's failure, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall not be construed as a waiver of such provision or right, nor shall it affect the validity of this Agreement.

19.05 Relationship of Parties. In connection with this Agreement, each Party is an independent contractor. Except as expressly provided in this Agreement, Fidelity does not undertake to perform any obligation of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. In no event will Fidelity be deemed to be acting in a fiduciary capacity for Client.

19.06 Notice. Whenever under this Agreement one Party is required or permitted to give notice to the other Party, such notice must be in writing and must be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and must be addressed as set forth in Schedule A with respect to each Party's contact information. Either Party may change its address for notices upon giving ten (10) days written notice of the change to the other Party in the manner provided above. Client will also, as appropriate, all information on Schedule A by notifying Fidelity consistent with these provisions or as acceptable to Fidelity in its sole discretion.

19.07 Disabling Codes. Each Party will use commercially reasonable efforts to prevent the introduction and proliferation of Malicious Code into the other party's environment or any system used by Fidelity to provide the Services. Neither Party will knowingly insert, or knowingly allow to be inserted, into the software or systems used to provide the Services any code or other device that is designed to disable, damage, erase, delay or otherwise shut down all or any portion of the Services or the hardware, software, systems or data used in providing the Services.

19.08 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance, is prohibited by applicable law in a Party's jurisdiction as applied to the Client, or declared judicially to be invalid, unenforceable or void, such law or decision will not have the effect of invalidating or voiding the remainder of this Agreement, and it is the intent and agreement of the Parties that this Agreement be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

19.09 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or will be construed to confer upon any Person (other than the Parties and the indemnified parties specifically identified in Article 12) any rights, benefits or remedies of any kind or character whatsoever, and no Person will be deemed a third-party beneficiary under or by reason of this Agreement.

19.10 Publicity. All advertising, press releases, public announcements and public disclosures by either Party relating to this Agreement which includes (i) the other Party's name, trade names, trademarks, logos, service marks or trade dress (collectively, "Name") or (ii) language from which the connection of such Name may be inferred or implied, will be coordinated with and subject to approval by both Parties prior to release. The foregoing, however, will not prohibit (a) either Party from making such disclosures as are required under
applicable Law, subject to the last sentence of Section 8.04; (b) Fidelity from including Client’s name in Fidelity’s annual report or on any list of customers made generally available by Fidelity; or (c) Fidelity from performing the Services described in Schedules B-1 and/or B-2. Fidelity shall have the right to review and approve in advance any communications to Participants, their dependents or others (including the public) which are created or disseminated by Client regarding Fidelity’s Services (including any Services provided by a Fidelity subcontractor).

19.11 Entire Agreement. This Agreement (including the Schedules hereto, each of which is incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relating to this Agreement that are not fully expressed in this Agreement, and Fidelity shall not by this Agreement assume responsibility for any obligation not specifically assigned to Fidelity hereunder.

19.12 Rules of Construction. The article and section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, unless otherwise provided in the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters, and (b) any reference to a "Section," "Article," or "Schedule" will be deemed to refer to a section or article of this Agreement or a Schedule to this Agreement. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." References in this Agreement to "$" will be deemed a reference to United States dollars unless otherwise specified. References to "this Agreement" include each Change Control Request and amendment executed and delivered pursuant to this Agreement.

19.13 Inconsistencies. To the extent that the provisions of this Agreement and of any Schedule hereto are in any respect inconsistent, the provisions of this Agreement will govern and control.

19.14 Survival. Fidelity’s and Client’s respective rights and obligations under this Agreement which by their nature would continue beyond the termination of this Agreement shall survive any termination of the Agreement.

19.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one Agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart.

19.16 Authenticity. Both parties represent that: (a) they have the power and authority to execute, deliver and perform this Agreement; and (b) that the execution, delivery, and performance of this Agreement by Fidelity and Client have been duly authorized by all necessary actions of their respective directors and officers, pursuant to applicable Law.

19.17 Governing Law. If the Client is not a governmental entity, the validity, interpretation, and performance of this Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (without regard to its conflicts of Laws or choice of law provisions) to the extent that such laws are not preempted by ERISA or other Federal Law. If the Client is a governmental entity, the validity, interpretation, and performance of this Agreement will be governed and construed in accordance with the laws of the jurisdiction in which the Client is located, except with respect to any issues with respect to which Fidelity is subject to the banking laws of the Commonwealth of Massachusetts as an Affiliate of the Custodian, unless such laws are superseded under Federal Law.

19.18 Changes to the Original Agreement. This Agreement has been prepared by Fidelity based on Plan design characteristics provided by the Client. It has been executed by Fidelity in anticipation of countersignature by the Client, without any further negotiation or changes. Any changes made to this Agreement by the Client, other than execution by the Client, or failure by Client to return this executed agreement within ninety (90) days from date of issuance, shall render the entire Agreement null and void.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the respective Parties. Each Party may rely without duty of inquiry on the foregoing representation.

By signing below, I hereby represent that (i) I am authorized to execute this document on behalf of CCSNH and (ii) the information provided by Client in Schedule A hereto is accurate and complete, and (iii) no changes have been made to the Agreement in the form originally sent by Fidelity to Client as such changes would render this Agreement null and void and of no effect.

CLIENT

By: 
Name: Michael E. Marr
Title: Director of Finance

By signing below, I hereby represent that I am authorized to execute this document on behalf of Fidelity Employer Services Company LLC.

FIDELITY EMPLOYER SERVICES COMPANY LLC

By: 
Name: Wade T. Smith
Title: Vice President, Client Services
Schedule A - Plan-Specific Information (include separate Schedule A for each Plan covered by the Agreement)

Client Information ("Client")

Client Name: Community College System of NH
Address: 26 College Drive
Telephone number: 603-271-2722
Fax number: 603-271-2725
EIN: 90-0531902
Type of employer: Governmental Education Institution

Plan Information ("Plan")

Internal Revenue Code section 403(b) Plan Name: CCSNH 403(b) Retirement Plan
Fidelity Plan Number: 001
Plan (Fiscal) Year End: June 30

The plan is (choose one):

(1) ☒ Not subject to ERISA because the Client is a governmental entity or religious organization.

(2) □ Not intended to be subject to ERISA because the Client intends to meet the non-ERISA safe harbor requirements of DOL Regulation Section 2510.3-21(j).

(3) □ Intended by the Client to be subject to ERISA.

Directing Parties Information. Changes to the Directing Parties information set forth below shall be made in writing by the Client or through such other means as may be acceptable to Fidelity from time to time in its sole discretion.

Client. The following individuals may provide directions to Fidelity on behalf of the Client as of the Effective Date, and Fidelity will be fully protected in relying on instructions from these individuals. It is the Client's responsibility to immediately inform Fidelity in writing of all changes to this list and Fidelity may rely upon this information until Client delivers to Fidelity written notice of the termination of authority of a designated individual. Where more than one individual is listed below, only one such individual need provide any direction. Additionally, for purposes of providing directions via Plan Sponsor Webstation ('PSW') or such other electronic means as agreed to between the Client and Fidelity, each of the individuals whose names are set forth herein may delegate their authority via completion of a PSW access form to other individuals who may provide direction on behalf of the Client.

Contact Name: Michael E. Marr
Title: Director of Finance
Telephone Number: 603-271-6670
Email Address: mmarr@ccsnh.edu

Contact Name: Sara A. Sawyer
Title: Director of Human Resources
Telephone Number: 603-271-6300
Email Address: ssawyer@ccsnh.edu

Contact Name: Newton H. Kershaw, Jr.
Title: Attorney
Telephone Number: 603-695-8571
Email Address: nkershaw@devinemillmet.com

[Add additional names as needed]
Approved Vendors. The following chart lists the vendor(s) and/or recordkeeper(s) of mutual funds (through custodial accounts) and/or annuity contracts (from insurance companies) under the Plan. Fidelity will take direction to exchange assets to the Approved Vendors only. It is the Client's responsibility to immediately inform Fidelity of all changes to this list, in writing or through such other means as may be acceptable to Fidelity from time to time in its sole discretion.

<table>
<thead>
<tr>
<th>Name of Mutual Fund or Insurance Company Vendor</th>
<th>Vendor Contact Person or Department</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fidelity Investments</td>
<td>Client Services Team</td>
<td>(800) 868-1023</td>
</tr>
</tbody>
</table>

Fidelity’s Contact Information

Fidelity Service Team
Telephone: 800-868-1023

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Fidelity Investments, 49 North 400 West 1E G7E
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Schedule B-1

Statement of Services
For Payroll Slot Plans

Fidelity will perform the following Services in accordance with the terms and conditions of the Agreement, the Directions Documents, and the written agreement between Fidelity and the Client or Participant establishing the Account(s). The Services will be performed with respect to only those Plan Assets which are held by Fidelity as custodian and recordkeeper, notwithstanding the fact that a Participant may have plan assets with other Approved Vendors. Services will commence on or after the Effective Date, subject to Articles 2 and 3 of the Agreement. In the event of any conflict, the terms of this Agreement shall supersede any agreements or any Directions Document, but shall not supersede the terms of any written agreement between Fidelity and the Client or Participant establishing the Account(s). The Client and Fidelity agree and understand that a Client is currently sending contributions under the Plan to Fidelity for investment in Account(s). If the Client ceases sending contributions under the Plan to Fidelity, Client and Fidelity agree to promptly amend this Schedule B-1 to reflect a different set of services to be performed by Fidelity. In all events, the Information Sharing Agreement set forth in Schedule B-2 will remain in effect until such time as all Plan assets have been distributed by Fidelity.

A. Account Creation and Recordkeeping Services

(1) Establish and maintain Accounts under the Plan for Participants, Beneficiaries, Alternate Payees and forfeitures, as necessary. Notwithstanding anything in an Account agreement to the contrary, the shares of regulated investment companies (as defined in Code section 851(a) relating to mutual funds) advised by Fidelity Management and Research Company or any of its affiliates which are available for investment in the Account shall include only those share classes available to retail investors generally, and not any share classes which are restricted to certain retirement plans, closed to new investors, or otherwise not generally available or appropriate for purchase under the Plan.

(2) Process consolidated payroll contributions and accept contributions to the Plan, including but not limited to salary deferral contributions, employer contributions, rollovers, contract exchanges, transfers, and changes of investment, as appropriate. Fidelity shall have and take no responsibility for monitoring or aggregating the amount of any contribution(s) to any Participant's Account(s) under the Plan, or for calculating or determining the amount of any "catch-up contribution" that any Participant is eligible to make under Code Section 402(g)(7), 414(v), or similar provisions. The Client shall be solely responsible for ensuring that all contribution limitations imposed by the Code are met with respect to the Plan and each Account under the Plan and agrees to pay all fines and penalties (including interest) which may be imposed upon Fidelity or any Fidelity Affiliate as a result of a violation of any such requirements.

(3) Record contributions according to type of contribution (or "money source"), as directed by Client, or, in the case of rollovers, contract exchanges or changes of investment options, as directed by the prior vendor or recordkeeper.

Contributory Sources to be Recordkept by Fidelity:

2 Salary Reduction
3 Employer Non-Elective
4 Employer Matching Contributions
5 Employer Contributions
6 Designated Roth Contributions

(4) Maintain and process changes to Participants' contribution allocations between investment options within his or her Account, including changes of investment options that must be exchanged or transferred to another Approved Vendor.

(5) Maintain Beneficiary designations received from Participants (or Beneficiaries).

(6) Maintain and update employer data necessary to support Plan administration received from the Client or its agent.

(7) If the Plan includes employer contributions, such money sources will be recordkept as if they are 100% vested at the time of contribution. Fidelity will not track a Participant's vested interest in the Plan. Fidelity will require Client direction regarding the amount of any withdrawal from an employer contribution source, unless such amounts are fully vested at the time of contribution under the terms of the Plan.

B. Transaction Processing

(1) Process vendor or contract exchanges between investment options and to Approved Vendors upon receipt of direction from the Participant.

(2) Process distribution requests (including In-Service Withdrawals at age 59 1/2) upon receipt of direction from the Client or Client's designee. If a married Participant's Account is part of a Plan that is subject to ERISA, if the Client notifies Fidelity in writing that other consent requirements shall be subject to the terms of the Plan, such married
Participant’s distribution request shall be invalid as to one hundred percent (100%) (or a different percentage, as directed by the Client) of the Participant’s Account balance unless the Participant’s spouse consents in writing to such distribution.

(3) Process minimum required distributions upon receipt of sufficient information and direction from the Client or Client’s designee.

(4) Process account division and applicable distributions associated with Qualified Domestic Relations Orders (QDRO) in accordance with the QDRO Approval Guidelines as documented in the Plan Administration Manual. Client shall be responsible for notifying Fidelity of any inconsistencies between the QDRO Approval Guidelines and the Plan Document at which time Client shall thereafter provide Fidelity with direction for processing each subsequent QDRO.

(5) Process rollover distribution requests upon receipt of direction from the Client or Client’s designee.

(6) Process transfer requests, including Plan to Plan transfers, upon receipt of direction from the Client or Client’s designee.

(7) Process and reconcile Participant Account corrections upon the Client’s direction (including amounts, timing, and source and investment hierarchies) to correct excess deferrals, excess contributions, excess aggregate contributions and/or mistakes of fact.

(8) Other Optional Services:

a. [ ] Yes [X] No Process Participant loan requests from the Account upon receipt of individual transaction approval from the Client or the Client’s designee and pursuant to the loan policy established by the Client and, if applicable, a loan agreement. (Minimum plan balance requirements with Fidelity must be met prior to the loan service being available)

If loans are available, please note the following:

Minimum amount of loan is $1,000

Outstanding loans available is one

Loan repayment:

ACH
Payroll deduction

Type of money available from which a loan may be taken?

Salary Reduction
Employee Non-Elective
Employer Matching Contributions
Employer Contributions
Designated Roth Contributions

Loan Interest Rate: Prime ______

Current interest rate ______

Frequency of interest rate adjustment: ______ It is the responsibility of the Client to direct Fidelity to adjust the interest rate on a regular cycle as determined by the Plan. The interest rate must be updated through Plan Sponsor's Webstation.

[ ] Yes [X] No Process hardship distributions from the Account upon receipt of individual transaction approval from the Client or the Client’s designee and pursuant to the hardship distribution policy established by the Client.

[X] Yes [ ] No Rollovers allowed into the plan

Rollover Money Types Allowed:

[R] 401(k)
[R] 403(b)

IRA

Roth 401(k) (only available if Roth deferrals established)

Roth 403(b) (only available if Roth deferrals established)

[ ] 457(b)
d. Forms of distribution permitted:
   Full Payout
   Rollover
   Periodic Installment
   Partial Distribution

e. Events Permitting Distribution:
   Attainment of age 59 1/2
   Death
   Disability
   Separation from service
   Retirement

(9) Share information about the Plan and accounts as required.

C. Plan Accounting
   (1) Provide daily Plan and Participant level accounting for all Plan investment options.
   (2) Provide daily Plan and Participant level accounting for all money sources.
   (3) Reconcile the Plan and Participant accounts daily.

D. Participant Reporting
   (1) Provide confirmation to Participants of all investment-related transactions, whether initiated by the
       Participant, the Client or as a result of a default investment.
   (2) Provide Participant account information through Fidelity NetBenefits®.
   (3) Provide quarterly statements to Participants.
   (4) Provide Participants with the required Code Section 402(f) Special Tax Notice from the Plan. This notice
       advises Participants of the tax consequences of their Plan distributions.
   (5) Provide Form 1099-R to Participants who have received distributions from the Plan.

E. Plan Level Reporting
   (1) Provide access to Plan and Participant information through Plan Sponsor Webstation, including monthly trial
       balance reports.
   (2) Provide year-end financial reporting to assist in the preparation of Form 5500 by the Client.

F. Participant Communications and Education
   (1) Provide prospectuses for the Fidelity mutual funds that are available under the Plan as investment options.
   (2) Mail annual prospectuses and semiannual shareholder reports for Mutual Funds to the Client and to
       Participants upon request or when making an initial investment in a mutual fund.
   (3) Provide and maintain information and explanations about Fidelity Mutual Funds and 401(k) plan provisions
       generally, to the extent relevant to Plan assets custodied by Fidelity.
Schedule B-2

Terms and Conditions

1. Information Sharing Agreement

The terms of this Information Sharing Agreement shall become effective as described below and remain in full force and effect until the date that Fidelity no longer holds any assets under with the Plan.

A. Introduction

The Plan maintained by Client is intended to meet the requirements of Internal Revenue Code Section 403(b) and the associated regulations and IRC guidance (collectively, "§403(b)"). The Recordkeeping Services Agreement (and Schedule B-1, as of the Effective Date) is intended to describe the services that Fidelity will provide to the Plan during the period of that Client is making regular contributions to Fidelity under the Plan. In the event that Client ceases to make regular contributions to Fidelity under the Plan, the terms of this Information Sharing Agreement shall immediately become effective and shall remain in full force and effect until such time as Fidelity ceases to hold Plan assets in an Account. These provisions are intended to satisfy the information sharing conditions required by §403(b).

The parties hereby mutually agree to provide each other with the following information, as further described in this Agreement: (i) information necessary to help to ensure that contracts resulting from contract exchanges, or any other contract to which contributions have been made by Client, satisfy §403(b), including information concerning the Participant’s employment status and information that takes into account other §403(b) contracts or qualified employer plans (such as whether a severance form employment occurred for purposes of the distribution restrictions and whether the hardship withdrawal rules are satisfied); and (ii) information necessary to help to ensure that contracts resulting from contract exchanges, or any other contract to which contributions have been made by Client, satisfy other tax requirements (such as whether a plan loans satisfies the conditions in Code §72(p)(2) so that the loan is not a deemed distribution under Code §72(p)(1)).

B. Fidelity’s Responsibilities for Information Sharing

Fidelity agrees to share information about the Plan and Participants from the data maintained or recordkept by Fidelity, to the extent it is applicable to the Plan and/or Participants and needed by the Employer for §403(b) compliance purposes. Client understands and agrees that requests for information that exceed this standard may not be fulfilled unless (i) Fidelity is otherwise required to provide such information under applicable law or (ii) Fidelity and the Client agree otherwise in writing. The Client understands that such information will be provided using Participants’ Social Security Number as the unique identifier, because the Accounts are part of a retirement plan and the transactions are financial transactions. Client acknowledges and agrees that Fidelity will only provide such information regarding a Participant that Fidelity is permitted to provide without Participant consent under applicable laws, rules and regulations. If Fidelity is required by law to obtain Participant consent in order to provide certain information to Client, Fidelity will use reasonable efforts to obtain such consent, and shall not be obligated to provide any information with respect to which such consent has not been granted or obtained. Notwithstanding anything herein to the contrary, nothing in this Agreement shall preclude Fidelity from using information regarding any individual with whom Fidelity has a relationship that is separate from the individual’s participation in the Plan.

Unless otherwise agreed to by the Parties, Fidelity shall share requested information via Fidelity’s Plan Sponsor WebStation® (PSW), and Client shall provide required information and transaction approvals via PSW. Fidelity shall not be responsible or liable for the use or misuse of any information that Fidelity provides or makes available to Client, transmits to any party other than Client at the direction of Client (such as the Employer’s agent, third party administrator, or another Vendor), or to which Client provides access. Fidelity shall have no obligation or duty to verify any information or direction provided by Client, or the authority of Client to provide such data or information, or perform Services at Client’s direction unless described herein or by separate written agreement.

Client understands that Fidelity reserves the right to and may charge a fee for requests for Participant or Plan information that are made more frequently than quarterly for requests which are extraordinary or require special programming, which exceed the scope of Services or which exceed the scope of the data required for §403(b) compliance purposes. Client agrees to refrain from making undue costly or burdensome requests. Client understands that Fidelity reserves the right to and may charge a fee for obtaining or providing Plan or Participant information or directions from parties other than Client (such as other Approved Vendors or the Client’s agent) or through non-standard methods.

C. Client’s Responsibilities for Information Sharing

Client understands that Fidelity may be unable to process transactions without first obtaining certain information or direction from Client, as more fully described in this Agreement or the Directions Documents. Accordingly, Client shall use its best efforts to fulfill Fidelity’s request for information or direction as soon as reasonably practicable after receiving the request, as applicable, through PSW. Fidelity shall have no obligation or duty to verify any information or direction provided by Client, or its agent, or the authority of Client to provide such data or information.

The Client understands and agrees that Fidelity may disclose that it is a vendor under the Plan and has an Information Sharing Agreement in place with Client without obtaining Client’s prior written consent.

* * * * *

Fidelity Confidential Information

19
2. Registered Investment Advisors and Bank Investment Advisors (collectively, "Advisors")

The Client directs that Fidelity permit Advisors to access the Plan(s) and Participant Accounts, as further described below, in order to provide advice and other services directly to Plan Participants. The Client and other Plan fiduciaries have neither chosen nor promoted any Advisor, and no Advisor is otherwise a fiduciary with respect to the Plans. No such Advisors are affiliated with Fidelity, nor has Fidelity chosen or promoted any Advisor. The Client understands that Fidelity provides access to Advisors upon the proper completion of the Investment Advisor Authorization Form, as appropriate and as updated from time to time. The Form describes the extent to which individual Participants in the Plans authorize Fidelity to give his or her Advisor access to his or her Plan account and/or control over his or her Plan account. To obtain a report on such fees, Fidelity is directed to provide Account access to Advisors, permit Advisors to trade and exchange within the Account, and/or pay Advisor's fees directly from Accounts, as appropriately authorized by the Participant from time to time.

The Client understands and agrees that Fidelity may disclose the contents of this Part 2 of Schedule B-2 with Advisors with respect to the Plans for which Fidelity provides recordkeeping services, notwithstanding anything in this agreement to the contrary. The purpose of this disclosure is to enable Advisors to determine which of their client accounts are recordkeeping by Fidelity and the Advisor's level of access to those Accounts. Fidelity will not disclose the Personal Data of any Participant in the Plan with any Advisor, unless an Investment Advisor Authorization Form is properly in place for that Participant as described above.

3. Designation of Beneficiaries

The following terms and conditions shall be effective as of the effective date of the current Account agreement (generally, January 1, 2008). The Client shall be solely responsible for determining whether these provisions are consistent with the terms of the Plan, and communicating alternative directions to Fidelity in writing in a prompt and timely manner.

A. Manner of Designation

The Participant (or, following the death of the Participant, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by designation executed by the Participant (or, following the death of the Participant, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian. Such designation is effective and considered filed upon its acceptance by the Custodian; provided, however, that such designation or change or revocation of a prior designation shall not be effective unless it is received and accepted by the Custodian no later than nine (9) months after the Participant's death (or, following the death of the Participant, the Beneficiary). Provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to a beneficiary distribution account) prior to the Custodian's receipt and acceptance of such designation, change or revocation. Subject to the terms of the agreement establishing the Account, the Custodian may distribute, transfer or exchange any portion of the Account immediately following the death of the Participant (or, following the death of the Participant, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer shall discharge the Custodian from any and all claims as to the portion of the Account so distributed, transferred or exchanged.

B. Effect of Designation

The latest Beneficiary designation, change, or revocation properly made under Section 3.A above shall control the disposition of the Account upon the Participant's death, except as determined by applicable law, unless a married Participant's Account is subject to the provisions of Section 3.F below. Unless otherwise designated by the Participant (or, following the death of the Participant, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian, "per stirpes" and "per capita" shall be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of the death of the Participant (or, following the death of the Participant, the Beneficiary). In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Participant the executor or administrator of the estate of the Participant, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of any Beneficiary for any other purpose.

C. Death of Participant Without a Designated Beneficiary

Unless otherwise specified in the Plan, upon the Participant's death, if the Participant has not properly designated a Beneficiary for the Participant's Account in accordance with Section 3.A above, or if the Beneficiary survives the Participant, the Participant's Beneficiary shall be the Participant's surviving spouse. In the event that the Participant has no surviving spouse, the Participant's Beneficiary shall be the Participant's estate.

D. Death of Beneficiary Prior to Receipt of Entire Interest in the Account

Unless otherwise specified in the Plan, if a Beneficiary dies after the Participant but before receiving his or her entire interest in the Account, the Beneficiary's remaining interest in the Account shall be paid to Beneficiary or Beneficiaries designated by such Beneficiary as his or her successor beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation and revocation shall be effective and filed with the Custodian in accordance with this Section 3.F. If no proper designation has been made by such Beneficiary in accordance with this Section 3.D, the Beneficiary shall be such Beneficiary's estate.
E. Married Participants - ERISA Plans

If a married Participant's Account is part of a Plan that is subject to ERISA (or if the Client notifies Fidelity in writing that other consent requirements apply under the terms of the Plan), such married Participant's designation of a primary Beneficiary other than the Participant's spouse shall be invalid as to one hundred percent (100%) (or a different percentage, as directed by the Client) of the Participant's Account balance unless the Participant's spouse consents in writing to the designation. If the consent of the Participant's spouse is obtained prior to the first day of the Plan year in which the Participant attains age 35, or the date of separation from service from the Client, if earlier, such spousal consent shall become ineffective as of such date. In such case the Participant must make a new designation and obtain any applicable spousal consent. Notwithstanding the foregoing, the Custodian does not assume and shall not have any responsibility under this Agreement regarding any notice requirements relating to Beneficiary designations at any time.

F. Spousal Consent

Proper spousal consent as required in Section 3.F. must be in writing, must acknowledge the effect of the election or designation, and must be witnessed by a notary public, or, if permitted under the terms of the Plan, by a representative of the Plan. It is the Client's sole responsibility to ensure that proper spousal consent has been obtained.
Schedule C - Fees

The Fees set forth below for the Services are in addition to any investment-related fees, as further described in the prospectus accompanying each mutual fund. If the Plan is subject to ERISA, additional fee information shall be provided to Client if required to meet the requirements of ERISA section 408(b)(2) and the regulations thereunder.

- Annual per Participant or Beneficiary recordkeeping fee of $24.00, per Account, billed and payable quarterly. This fee includes all participant statements and communications (other than fee-for-service communication programs, such as the annual notification to Participants), access to Fidelity NetBenefit® (for Participants) and Fidelity Plan Sponsor Webstation® (for the Client), and all Services described in this Agreement. This fee is in addition to any fees or charges assessed with respect to investments in Fidelity Mutual Funds.
- If loan processing is a Service provided under this Agreement, a nonrefundable loan application fee of $50.00, plus a loan recordkeeping fee of $6.25 per loan, per calendar quarter.
- If hardship distribution processing is a Service provided under this Agreement, a processing fee of $25.00 per distribution. - WAIVED.
- Return of excess contribution fee of $25.00, per calculation and per Participant. - WAIVED.
- There is no fee for setting up an account for an alternate payee, but the annual recordkeeping fee will apply with respect to the alternate payee’s Account pursuant to a QDRO.
- Minimum Required Distribution processing fee of $25.00 per calculation and distribution. - WAIVED.
- In-Service Withdrawal processing fee of $25.00 per withdrawal. - WAIVED.
- The fee charged by the Fidelity Affiliate to custody the Plan’s individual custodial accounts and/or group custodial account has been waived by Fidelity.

Additional fees shall apply for any additional or extraordinary services requested by Client including, if applicable, any manual processing or personal, by telephone or email contact when electronic channels are available.
Schedule D

Insurance

Fidelity shall maintain the following insurance coverages under this Agreement:

(a) Comprehensive General Liability Insurance coverage in the minimum amount of $1,000,000 for each occurrence and $2,000,000 in the aggregate; and

(b) Errors and omissions coverage in the minimum amount of $50,000,000; and

(c) Crime coverage in the minimum amount of $50,000,000 per occurrence; and

(d) Workers' Compensation Insurance providing statutory benefits.