

**CONTRACT MODIFICATION**

<b>1. CONTRACT NO: 200692 ERP System Replacement</b>	<b>2. CONTRACT MODIFICATION NO: 39</b>	<b>3. EFFECTIVE DATE OF C.M. See Block 9. below</b>	<b>4. CONTRACTOR NAME: Applications Software Technology (AST)</b>
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**5. AGREEMENT TO MODIFY CONTRACT:**

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

**6.AMOUNT OF THIS CONTRACT MODIFICATION:** (NO CHANGE)

**7. TERM OR PERIOD OF PERFORMANCE:** (NO CHANGE)

**8.CONTRACTOR'S EXECUTION:**

Name & Title: Prasad Nettem, Vice President Cloud Application Signature: \_\_\_\_\_  
(Print or type)

Date Executed: \_\_\_\_\_

**9.CONTRACTING OFFICER'S EXECUTION:**

Name & Title: Tracee Metterle, Contracting Officer Signature: \_\_\_\_\_  
(Print or type)

Date Executed: \_\_\_\_\_

**10. DESCRIPTION OF CONTRACT MODIFICATION:**

This modification is made in accordance with Exhibit E – Revised-2, Contractual Terms and Conditions, Section 20, CHANGES, to be made a part hereof for all pertinent purposes. The changes are as follows:

Adds SS&C Technologies Agreement for BenefiX Service, attached hereto and made a part hereof for all pertinent purposes.

Modification 39 Attachment:

- **BENEFIX ELECTRONIC TRANSACTION SERVICES AGREEMENT**

*For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.*

**END OF MODIFICATION 39**

## BENEFIX ELECTRONIC TRANSACTION SERVICES AGREEMENT

This Electronic Transaction Services Agreement (the “**Agreement**”) is entered into as of the latter of the dates on which the parties signed this Agreement (“**Effective Date**”) by and between SS&C Technologies, Inc., a Delaware corporation with offices at 80 Lamberton Road, Windsor, CT 06095 (“**SS&C**”) and Capital Metro Transportation Authority, a political subdivision of the State of Texas organized under Texas Transportation Code Chapter 451, with offices in Austin, TX, on behalf of itself and its affiliates (collectively “**Customer**”).

### PURPOSES

WHEREAS, Customer is acting as an employee benefit plan sponsor (“**Plan Sponsor**”) that pays for coverage, benefits, services or products for individuals associated with the Plan Sponsor (“**Subscribers**”). Examples of Subscribers include benefits eligible employees, consultants, retirees, etc.

WHEREAS, Customer needs to facilitate the translation and transmission of certain data to the suppliers of certain benefits, coverage, services or products (“**Suppliers**”). Examples of Suppliers could include insurance and benefits carriers, spending and savings account administrators, and payroll services providers. Each Supplier will have one or more proprietary file formats (“**Supplier Files**”) which must be used for electronic transaction processing.

WHEREAS, SS&C is in the business of providing electronic transaction processing through its BenefiX Service, and;

WHEREAS, SS&C has a relationship with Application Software Technology LLC (“AST”) by which certain governmental entities can access the BenefiX Service by contracting with AST for such services; and

WHEREAS, Customer desires to utilize the BenefiX Service, and has an agreement with AST through which SS&C will provide the benefit of the BenefiX Service subject to the terms and conditions set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants expressed herein, the parties hereto hereby agree as follows:

### 1. SERVICES

1.1. During the term of this Agreement and subject to the terms hereof, SS&C shall provide to Customer, through SS&C’s relationship with AST, its BenefiX translation and transmission services in accordance with the requirements detailed in one or more mutually agreed upon Service Orders (the “**Services**”), in a form similar to that attached hereto as Exhibit A. Specifically, the Service Order shall indicate the file format to be provided by Customer (“**Input Specifications**”). Each Service Order shall indicate the advanced notice period that will be required between acceptance of an Activation Request and full availability of the Services for a new Plan Sponsor/Supplier File pair.

1.2. Customer shall request activation of one or more Supplier file formats using an Activation Request in a form similar to that attached hereto as Exhibit B. Customer shall supply one Activation Request form for each Supplier file format desired. Each Activation Request shall reference the applicable Service Order, shall include the Supplier’s file format (“**Output Specifications**”), the name and contact information of the Plan Sponsor and Supplier, and any additional information that may be called for by the applicable Activation Request. The Activation Request shall become effective only upon written acceptance by SS&C.

1.3. SS&C shall translate each file received from Customer that meets the Input Specifications and relates to an activated Plan Sponsor/Supplier File pair, and shall deliver it to the Supplier. Each file received from Customer that meets the Input Specifications contains data for a number of Subscribers. Each Subscriber on an

incoming file is counted separately (“**Subscriber Counts**”). After a Plan Sponsor/Supplier File pair has been activated, SS&C shall be available to make modifications to the implementation of that pair on the system as required (“**Post-Activation Modification Services**”).

1.4. SS&C shall require industry-standard encryption on all inbound and outbound files processed through the Service and shall work separately with the Plan Sponsor and each Supplier to define the encryption techniques and algorithms for each Plan Sponsor/Supplier File pair. The BenefiX Service will use automated processes to decrypt Input File data, transform it to the Suppliers’ Output Specification(s), re-encrypt and transmit; at no point will decrypted data be visible to any user or saved to any storage device at SS&C. SS&C staff will never decrypt test or production files, unless at the specific request of the Customer; if so requested, SS&C will decrypt the file solely to perform the requested action and will not save, transfer or transmit decrypted data in any form or fashion.

1.5. SS&C shall provide technical support personnel accessible to Customer by telephone during Business Hours for the resolution of technical questions. “**Business Hours**” are defined as being between the hours of 8:30 a.m. to 5:30 p.m. Eastern Time, Monday thru Friday excluding New York Stock Exchange Holidays.

## **2. PRICES AND FEES**

2.1. Customer shall pay the fees to AST as set forth in Customer’s agreement with AST for the BenefiX Service.

## **3. INVOICING AND PAYMENT TERMS**

3.1. Fees shall be invoiced pursuant to Customer’s agreement with AST.

## **4. TERM**

4.1. The initial term of this Agreement shall begin on the first day of the month in which Monthly Service Fees are invoiced and shall continue for a three year term unless terminated as set forth below. If neither party has given notice to the other party at least 60 days prior to expiration of this Agreement of its intention not to renew this Agreement, it shall automatically renew for additional one (1) year terms, subject to the termination provisions set forth below.

## **5. TERMINATION**

5.1. Except as otherwise provided in a Service Order, this Agreement may be terminated by either party for material breach on the part of the other party if such breach is not cured thirty (30) days after written notice of default.

5.2. Either party may terminate this Agreement immediately upon insolvency, bankruptcy or receivership of the other party.

5.3. In the event that the agreement between Customer and AST terminates, this Agreement shall automatically terminate, unless otherwise agreed by the parties.

5.4. In the event that the agreement between SS&C and AST terminates, either party may terminate this Agreement upon written notice to the other party.

5.5. In the event of termination of this Agreement by either party for any reason, Customer shall immediately pay any amounts due for Services rendered prior to such termination.

5.6. The following Sections shall survive the termination of this Agreement: 2, 3, 5, 6, 7 and 8.

## **6. REPRESENTATIONS AND WARRANTIES; INDEMNITY**

### **6.1. Representations and Warranties.**

a. Each party represents and warrants to the other, as of the Effective Date, that (i) such party has the full right, power and authority to enter into this Agreement; (ii) the execution, delivery and performance by such party of this Agreement are within its powers and have been duly authorized by all necessary action; (iii) the execution of this Agreement by such party and the performance by such party of its obligations and duties hereunder do not and will not violate any agreement, applicable law, judgment, injunction, order or decree to which it is a party or by which it is otherwise bound; and (iv) when executed and delivered by it, this Agreement shall constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

b. SS&C represents and warrants that it will use its reasonable efforts, skill and knowledge and sound and professional principles and practices in accordance with normally accepted industry standards in performing the Services.

c. SS&C represents and warrants that prior to providing the Services or any component of the Services to Customer, SS&C shall test the same with an updated version of commercially available antivirus software to check for and remove any unauthorized code, such as a virus, Trojan horse, worm, or other software routine or hardware component designed to permit, either automatically or through externally applied controls, unauthorized access or use to disable, erase, or otherwise harm software, hardware, or Customer Confidential Information.

d. SS&C represents and warrants that it has implemented, and will use in the provision of the Services, business practices, technology, operating procedures and methodologies consistent with industry standards to prevent the disclosure, exposure, or distribution of Customer Confidential Information in any form or manner not specifically authorized or requested by Customer, including without limitation distributing any Customer Confidential Information in a form or manner that is not approved by Customer in advance, and sending any Customer Confidential Information to third parties.

6.2. Limited Warranty. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, WHICH ARE HEREBY DISCLAIMED. SS&C SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT, IN ENTERING INTO THIS AGREEMENT, EITHER IT DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT OR (IF IT DID RELY ON ANY REPRESENTATIONS, WHETHER WRITTEN OR ORAL, NOT EXPRESSLY SET OUT IN THIS AGREEMENT) THAT IT SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) SS&C SHALL HAVE NO LIABILITY IN ANY CIRCUMSTANCES OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT. SS&C DOES NOT EXCLUDE LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

6.3. Customer Indemnity. To the extent permitted by Texas law, Customer, at its own expense, shall indemnify, defend and hold harmless SS&C from and against any and all compensatory, direct, indirect, special, incidental, consequential, punitive, exemplary, enhanced or other damages, settlement payments, attorneys' fees, costs, damages, charges, expenses, interest, applicable taxes or other losses of any kind (including legal

fees and costs to enforce this provision) that SS&C suffers, incurs, or pays as a result of any claim, action, allegation, suit, or the like arising out of the subject matter of, or in any way related to, this Agreement, its formation or the Services ("Claim") (i) brought by any person other than Customer or (ii) brought by a party on behalf of or that could otherwise be asserted by a third party, or a Claim among the parties, except with respect to any Claim resulting solely from the gross negligence, willful misconduct or fraud of SS&C. Any expenses (including legal fees and costs) incurred by SS&C in defending or responding to any Claims (or in enforcing this provision) shall be paid by Customer on a quarterly basis prior to the final disposition of such matter upon receipt by Customer of an undertaking by SS&C to repay such amount if it shall be determined that SS&C is not entitled to be indemnified. SS&C acknowledges that CapMetro is prohibited by Texas law from providing indemnity.

**7. LIMITATION OF LIABILITY.** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OR DAMAGE TO GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF COVER, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SS&C HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SS&C SHALL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY CUSTOMER (OR ANY PERSON CLAIMING UNDER OR THROUGH CUSTOMER), WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE HOWSOEVER, UNLESS THEY RESULTED SOLELY FROM THE GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD OF SS&C AND ARE NOT OTHERWISE EXCLUDED OR LIMITED BY THIS SECTION.

SS&C'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT, IN ANY EVENT, EXCEED, IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO SS&C UNDER THE RELEVANT EXHIBIT OR ATTACHMENT FOR THE SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND SS&C AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND, ABSENT ANY OF SUCH PROVISIONS, THE REMAINING PROVISIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT. SS&C'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **8. GENERAL PROVISIONS**

8.1. Independent Contractor Relationship. This Agreement is not intended to create nor shall be construed to create any relationship between Customer and SS&C other than that of an independent contractor for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their representatives, shall be construed to be the agent, employer, employee or representatives of the other.

8.2. Confidentiality. Each party agrees not to use any Confidential Information (defined below) of the other

party for any purpose except in the performance of this Agreement. Each party agrees not to disclose any Confidential Information of the other party including the specific terms of this Agreement to such party's employees or to third parties, except those who need to know such information for the purposes hereof. Each party agrees that prototypes, software or other tangible objects that embody the other party's Confidential Information shall not be reverse engineered, disassembled or decompiled. Each party agrees that it shall take reasonable efforts to protect the secrecy of and avoid disclosure and unauthorized use of any Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of a similar nature and shall ensure that its employees and third parties who may have access to Confidential Information have executed a confidentiality agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees or third parties. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the receiving party, shall be and remain the property of the disclosing party and shall promptly be returned to the disclosing party upon the request of the disclosing party. Except as expressly provided herein, nothing contained in this Agreement is intended to grant any rights to either party under any patent, mask work right, copyright, trademark, service mark or other intellectual property right of the other party. "Confidential Information" shall mean any proprietary technology or other information, including without limitation any software, software development tools, know how, trade secrets or information disclosed by either party to the other party, directly or indirectly, in writing, orally or by inspection of tangible objects that is or should be reasonably understood to be confidential or proprietary to the disclosing party, including information disclosed to a disclosing party by third parties. Information will not be deemed Confidential Information hereunder if such information can be shown by the receiving party to be: (i) known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

8.3. Use of Name. Customer and SS&C acknowledge and agree that all proprietary or ownership rights or interest in their respective corporate names, trademarks, trade names, service marks, or any parts thereof shall remain the sole property of each of them and that no right or interest therein is granted or conferred to the other by reason of this Agreement. Neither party shall use or display the name or logo of the other party on its website listing its customers/partners/vendors or in its marketing, advertising, or informational efforts without the express written consent of such party, which may be withheld or rescinded in such party's sole discretion. Neither party will otherwise use the other party's name, symbol, trademarks or service marks without the prior written consent of that party and will cease any such consensual use as soon as is reasonably possible upon termination of the Agreement.

8.4. Supremacy of this Agreement. This Agreement together with all Exhibits, executed Service Orders and accepted Activation Requests, contains all of the terms and conditions agreed upon by the parties, and supersedes and replaces, as of the date first above written, all other agreements between the parties.

#### 8.5. Notices

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person; (b) sent by first class certified mail; (c) sent by overnight courier, in each of (b) and (c) properly posted and fully prepaid to the appropriate address set forth below; or (d) sent by facsimile or email. Either party may change its facsimile number, email address or

its physical address for notice by written notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service, if by email, upon receipt, or if sent by facsimile, notice will be considered delivered upon confirmation that the facsimile transmission has been successful by the transmission report denoting "OK" or any similar notation

**If to SS&C:**

SS&C Technologies, Inc.  
80 Lambertson Road  
Windsor, CT 06095  
Attention: Legal Department  
Fax: (860) 298-4969  
Phone: (860) 298-4832  
Email: [notices@sscinc.com](mailto:notices@sscinc.com)

**If to Customer:**

Attn: Tracee Metterle, Contracts Administrator  
Fax: 512-389-7594  
Phone: 512-369-6525  
Email: [tracee.metterle@capmetro.org](mailto:tracee.metterle@capmetro.org)

**With a copy to:**

SS&C Technologies, Inc.  
80 Lambertson Rd.  
Windsor, CT 06095  
Attention: Michael Volpe  
Email: [mvolpe@sscinc.com](mailto:mvolpe@sscinc.com)  
Fax: (860) 298-4962

Notwithstanding the foregoing, Activation Requests and acceptance thereof may be delivered by email or fax, and SS&C may, at its option, offer an electronic web-enabled method for more efficient delivery of Activation Requests.

8.6. Amendment/Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether directly or by operation of law, without the prior written consent of SS&C. Any such consent by SS&C may be conditioned upon the payment of additional fees to SS&C in such amounts as SS&C may determine. For purposes of this Agreement: (a) a change of control of Customer, sale of substantially all of the assets of Customer and/or a merger or consolidation involving Customer or any affiliate of Customer effecting, directly or indirectly, a change of control of Customer, shall be deemed to be an assignment or transfer of this Agreement and the rights under it by operation of law requiring the written consent of SS&C; (b) a "change of control" shall be deemed to have occurred if any person or entity not in control of Customer before the Effective Date of this Agreement, thereafter acquires control of Customer; (c) an affiliate of a person or entity is a person or entity that controls, is under common control with or is controlled by such other person or entity; (d) "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise; and (e) the terms "person" and "entity" include an individual, a corporation, partnership, association, trust, fund or any organized group of persons, whether incorporated or not and any receiver, bankruptcy trustee or similar official.

Any assignment or other transfer of this Agreement without the prior written consent of SS&C as required above shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any attempted delegation, transfer or assignment prohibited by this Agreement shall be null and void.

8.7. Forbearance. The failure of either party to insist upon the performance of any terms or conditions of this Agreement shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall

continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.8. Severability. In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

8.9. Governing Law. This Agreement will be governed by the laws of the State of Texas, without reference to conflict of law principles. In any dispute arising out of this Agreement, Customer and SS&C each hereby consent to the exclusive personal jurisdiction and venue in the state and federal courts within Travis County, Texas.

8.10. Counterparts. This Agreement may be executed in any number of duplications, each of which shall be an original and altogether shall comprise one and the same instrument.

8.11. Customer Additional Terms and Conditions.

a. Texas Public Information Act. Customer is a governmental agency organized under the laws of the State of Texas and is subject to the Texas Public Information Act (“TPIA”), Texas Government Code, Chapter 552, and must release information required to be released under the TPIA and regulations promulgated thereunder.

b. Texas Prompt Payment Act. Customer will process payments in accordance with the Texas Prompt Payment Act (“Prompt Payment Act”), Chapter 2251, Texas Government Code. Interest charges will be paid in accordance with the Prompt Payment Act.

c. Sovereign Immunity. By execution of this Agreement, Customer does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

d. Certification Regarding Israel. As applicable and in accordance with Section 2271.002 of the Texas Government Code, SS&C verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement unless required to comply with any applicable law.

e. Certification Regarding Iran, Sudan, and Foreign Terrorist Organizations. SS&C verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

f. Certification Regarding Firearm or Ammunition Industries. As applicable and in accordance with Chapter 2274 of the Government Code, SS&C verifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the agreement against a firearm entity or firearm trade association.

g. Certification Regarding Energy Companies. As applicable and in accordance with Chapter 2274 of the Texas Government Code, SS&C verifies that it does not and will not during the term of this Agreement boycott energy companies.



IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the dates set forth below.

**SS&C Technologies, Inc.**


By:  \_\_\_\_\_

Name: Rahul Kanwar

Title: President, C00

Date: March 30, 2023

**Capital Metropolitan Transportation Authority**

E-SIGNED by Catherine Walker  
By:  on 2022-09-09 18:17:55 GMT \_\_\_\_\_

Name: Catherine Walker

Title: EVP/Chief Financial & Risk Officer

Date: 9.9.2022

**EXHIBIT A**

Service Order #001  
 March 30, 2023  
 Dated: \_\_\_\_\_, 20\_\_

**1. Translation Specifications**

<i>Specifications of files to be delivered by Customer to SS&amp;C and by SS&amp;C out to Supplier:</i>	
Input Specifications:	HR-XML Consortium's Benefits Enrollment Specification version 2.5 and in concordance with SS&C's BenefiX/HR-XML Enrollment 2.5 Implementation Guide
Output Specifications	Supplier specific format used by the Supplier indicated in a given file. Supplier file format specifications shall be provided by Customer to SS&C in connection with the initial Activation Request(s) that includes such Supplier(s) in a Plan Sponsor/Supplier File pair.

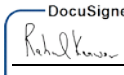
**2. Activation Request Notice Period**

<i>Notice period between Activation Request and readiness for testing on Supplier's eligibility system for a Plan Sponsor/Supplier pair:</i>	
- If Supplier has previously been activated in connection with another Plan Sponsor:	15 days
- If Supplier has not previously been activated in connection with another Plan Sponsor:	45 days*  * Provided that Customer provides all information required in connection with the Activation Request.


***Additional information required with an Activation Request*** in connection with a Supplier that has not previously been activated on the system in any Plan Sponsor/Supplier pair:

Detailed specifications relating to each Supplier's file format requirements at the time that such Supplier is first included in a Plan Sponsor/Supplier pair. The Supplier will provide these specifications to the Customer and the Customer shall include them with the Activation Request.

**SS&C Technologies, Inc.**

By:   
DB9E976DF63447C...  
Name: Rahul Kanwar  
Title: President, C00  
Date: March 30, 2023

**Capital Metro Transportation Authority**

E-SIGNED by Catherine Walker  
By:  on 2022-09-09 18:17:58 GMT  
Name: Catherine Walker  
Title: EVP, Chief Financial & Risk Officer  
Date: 9.9.2022

**BenefiX Activation Request**

In connection with Exhibit A to the BenefiX Electronic Transaction Services Agreement between SS&C Technologies, Inc. and \_\_\_\_\_ dated as of [click to enter date](#), please activate the following Plan Sponsor/Supplier file pair on the BenefiX platform

Customer/Plan Sponsor:

Supplier/Carrier:

Types of Enrollments on file (e.g. medical, dental, medical FSA, LTD, Supp LTD, etc.)

BenefiX Notifications Sent To (provide list of emails below)

**Vendor’s File Specification(s)**

Please insert/embed the Supplier’s file specification(s) below. These will typically be a Word document, PDF document or spreadsheet. The supplier’s specification must be embedded at the time you submit the Activation Request. If you have not yet received the supplier’s file specification, please do not submit this Activation Request until you have obtained that specification.

**Signatures (To be signed only at submission of Activation Request)**

Activation Request Submitted by:	Accepted by: SS&C Technologies, Inc.
Signature: _____	Signature _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Note: Next page must be filled out before Activation Request can be submitted**

**EXHIBIT B**

**Plan Sponsor Team Members Contact Info**

**File Implementation Lead**

Name	Email	Phone

**Benefits Administration Implementation / Account Structure**

Name	Email	Phone