SCHEDULE D

CHARGES

1. Fixed Fees

Except as otherwise expressly provided, Contractor's Charges are fixed as follows:

(a) For Contractor's Services in delivering implementation of the System in accordance with the Agreement and all Statements of Work thereunder ("Implementation Fees") - $_____

(b) For Contractor's grant of the licenses in the Agreement ("License Fee") - $_____

(c) For Contractor's Support services - $___, subject to Section 4 of this Schedule D.

(d) For Contractor's Hosting services - $___, subject to Section 5 of this Schedule D.

2. Payment

(a) The Implementation Fees and License Fee are payable by CCCERA at the payment points ("Milestones") specified in the table attached to this Schedule as Attachment 1 (the "Fee Table"). The Milestones are based on Contractor's completion and CCCERA's Acceptance of the Phases described in the Fee Table. A Phase is Accepted when all Deliverables in the Phase have been Accepted pursuant to Sections 5.3 and 5.4 of the Agreement and the Phase has been Accepted pursuant to Section 5.5 of the Agreement. Without limitation, Final System Acceptance will not occur until the System is delivered in final form, including without limitation all Requirements Traceability Matrix (RTM) line items have been accepted, all Documentation is updated to reflect the "as-built" condition of the System, all authorized change orders have been completed, and all "punch lists" have been resolved to CCCERA's satisfaction.

(b) Without limitation of Section 7 of the Agreement, Contractor may invoice CCCERA for Implementation Fees and the License Fee only after the applicable Milestone payment is due in accordance with the foregoing, and must include with each invoice a copy of CCCERA's written Acceptance of the Phase or other evidence of CCCERA's Acceptance. Each invoice must reflect the withholding of the applicable Holdback (defined in Section 3).

(c) Contractor will provide to CCCERA each month during the Term up to Final System Acceptance a report in spreadsheet form indicating as of the prior month, updated for that month, the total amounts of Implementation Fees and License Fee that have been billed and the dates of such invoices, the amounts that have been paid and the dates of payment, any invoices and their amounts that to Contractor's knowledge are in dispute, and the remaining balance of Implementation Fees and License Fees, in each case with invoice numbers, warrant numbers, and warrant dates. The format of this tracking spreadsheet and the detail will be reviewed and approved by CCCERA.

3. Holdbacks

CCCERA will withhold from its payment at each Milestone the amount of **15**% of the applicable payment ("Holdback"), for later payment as specified in the Fee Table. Upon Final System Acceptance, Contractor may submit an invoice for one-half the sum of all Holdback amounts (**7.5**% of the total project cost), for payment by CCCERA. Upon the conclusion of the warranty period (6 months after Final System Acceptance), Contractor may submit an invoice for the remainder of all Holdback amounts (the last **7.5**% of the total project cost), for payment by CCCERA.

4. Support Fees

(a) Contractor will provide Support services to CCCERA as provided in Schedule O during the Support Term in consideration for the fees specified in the table below (the "Support Fees"). Contractor will issue an invoice for such Support Fees in accordance with the invoice dates specified in the table.

Support Term*	**Support Fees Initial Support Term (USD)**	**Invoice Date****	**Support Renewal Terms*****

* The Initial Support Term will be five (5) years from the Final System Acceptance date unless otherwise defined.

** Invoice for the Support Fees relating to the Initial Support Term may be issued upon Final System Acceptance unless otherwise defined.

*** Support Renewal Terms will be annual following the expiration of the Initial Term unless otherwise defined.

(b) Following the Initial Support Term, CCCERA may, at its option, elect to procure (and Contractor will provide) Support for additional successive Support Renewal Terms as specified above, upon payment by CCCERA of the applicable Support Fees for the applicable Support Renewal Term. Support Fees applicable to any Support Renewal Term may not be increased from the fees in effect for the prior Support Term unless: (1) Contractor notifies CCCERA, in writing, of such fee increase at least 60 days prior to the commencement of such Support Renewal Term; and (2) such increase does not exceed the lesser of 3% per annum or the

percentage increase in CPI-U during the previous Support Term. "CPI-U" means the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor.

(c) CCCERA may terminate or non-renew Support in its discretion at any time, on written notice to Contractor. Any termination or non-renewal of Support by CCCERA will not affect CCCERA's license rights in the Agreement.

(d) As part of Support and in consideration of the Support Fees, Contractor will update the System Software as necessary to adapt its functionality to CCCERA's regulatory compliance requirements under applicable Federal or State law, without additional charge. Contractor will make available to CCCERA, without charge, ___ hours for services to adapt the System Software's functionality to CCCERA's regulatory compliance requirements under municipal or other local law applicable to CCCERA. Each calendar quarter Contractor will report to CCCERA on its utilization of these resources for such services.

5. Hosting Fees

(a) Contractor will provide Hosting services as provided in Schedule O to CCCERA for fixed fees in the amount of $_____ for each 12-month period during a term of __ years starting on the Final Acceptance Date (the "Hosting Fees"). The Hosting Fees may be invoiced and will be payable on a pro-rata monthly basis.

(b) Following the foregoing term, CCCERA may, at its option, elect to procure (and Contractor will provide) Hosting for additional successive annual terms (each a "Renewal Term"), upon payment by CCCERA of the applicable Hosting Fees for the applicable Renewal Term. Hosting Fees for any Renewal Term may not be increased from the fees in effect for the prior Term unless: (1) Contractor notifies CCCERA, in writing, of such fee increase at least 60 days prior to the commencement of such Renewal Term; and (2) such increase does not exceed the lesser of 5% per annum or the percentage increase in CPI-U during the previous term. "CPI-U" means the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor.

6. Credits for Reduced or Removed Requirements

(a) In the event CCCERA agrees to reduce or remove a Requirement set forth in the Specifications during the project, Contractor will issue CCCERA a credit memo as part of the written agreement to reduce or remove the Requirement, which must be prepared by Contractor and signed by the CCCERA Project Manager. The credit memo issued by Contractor will estimate the dollar value of the effort that is avoided by virtue of reducing or removing the Requirement.

(b) CCCERA will be able to apply all such credit memos to offset the cost of future Change Requests made in accordance with Schedule E (Change Control Procedures).

(c) In the event CCCERA wishes to restore the reduced or removed Requirement at a later date, then that process will be subject to a Change Request. The cost of such a Change Request will not exceed the value of the credit memo that was issued by Contractor for reducing or removing that Requirement.

7. Other Terms

(a) In the event CCCERA elects to purchase application development services from Contractor, Contractor will provide them and CCCERA will pay for them on a time and materials basis, charged at the following onshore hourly rates:

0-250 hours -	$_ TBD ___/hr
251-500 hours -	$_ TBD ___/hr
501-1000 hours -	$_ TBD ___/hr
>1000 hours -	$_ TBD ___/hr

(b) Offshore hourly rates will be calculated at __% of the above onshore hourly rates.

(c) Travel and living expenses as required by Contractor to provide services under this Schedule will not be charged to CCCERA.

8. Full Payment

The Charges set forth in this Schedule D constitute the full and complete consideration payable by CCCERA to Contractor for its implementation and support services and the licenses granted to CCCERA under the Agreement and any SOW thereunder. No other amounts will be payable for any other services, rights, materials or consideration provided by Contractor, except for (a) taxes payable under Section 6.3 of the Agreement, and (b) as may otherwise be agreed between the parties in accordance with the Change Control Procedures.These Charges include all of Contractor's travel and other expenses and costs to provide the services and license so specified and include, without limitation, its cost of any subcontractors, consultants, experts or investigators retained to assist it, and the cost of all of its personnel including for regular time, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any time or kind whatsoever.

Appendix 1

Fee Table

Phase	Title	Description	Acceptance Criteria	% of Total Service Cost	% of Total License Fee	Amount
1	Project Setup / Administration; Work plan	Project Setup, Administration, and Acceptance of complete detailed project work plan.	Complete and comprehensive project plan reviewed, revised, and accepted by CCCERA.	_%		$____ less Holdback
2	Top-level Requirements	Complete more-detailed requirements documented.	Base system installed and demonstrated to achieve requirements definition; completion of JADs, GADs and the next level down, more detailed definition of requirements; documents reviewed, revised, and accepted by client. Conference room pilot must be completed.	_%		$____ less Holdback
3	Application	Application and Technical Environments	All infrastructure installed, configured, documented, and labeled; all warranty and maintenance information documented and turned over to client staff; all software licenses in client's name; upgrade, maintenance, and configuration control plans delivered and accepted by CCCERA; detailed performance monitoring scheme agreed to and in place. Multiple logical and physical environments established by Contractor.	_%		$____ less Holdback
3	License Payment 1	_% of Total License Fee	Pension Application and database are installed and accessible on CCCERA hardware		_%	$____ less Holdback
4a	Phase 4A – UAT Entrance Criteria Met	Rollout ready for UAT	Criteria to begin UAT met. All Contractor testing completed to agreed upon levels, scripts, cases, scenarios	_%		$____ less Holdback

Phase	Title	Description	Acceptance Criteria	% of Total Service Cost	% of Total License Fee	Amount
			(with results) all provided to CCCERA			
4a	License Payment 2	_% of Total License Fee	Application released and ready for UAT		_%	$____ less Holdback
4b	Phase 4A into Production	Phase 4A in production.	Phase 4a in production; all phase 4a data converted and cleaned; data bridging procedures in place; UAT completed; all user training completed; data cleansing/conversion audit report complete and accepted by client; no critical PIR's open; fewer than 5 high level PIR's open.	_%		$____ less Holdback
4b	License Payment 3	_% of Total License Fee	Application released for Production		_%	$____ less Holdback
4c	Phase 4A – 60 Day Acceptance	Satisfactory completion of 60-day usage for Phase 4A.	60 days after Phase 4b in production and being used; no major problems; all critical and high level PIR's closed that were identified up to 30 days before go live closed; an acceptable plan in place to resolve additional ones identified in the last 60 days.	_%		$____ less Holdback
5	Application Warranty	Warranty period completed.	All support necessary provided; all PIR's identified during warranty resolved. No more PIR's will be reported after the end of this period. Includes application, operational, and infrastructure support. All agreed upon upgrades provided -e.g., software, tax tables, federal reporting.	_%		$____ less Holdback
7	Release of Initial Holdback	Release of Initial Holdback.	Satisfactory compliance with contract performance through rollout of the last phase to go into production; resolution and	_% of the Holdback amount		$____

Phase	Title	Description	Acceptance Criteria	% of Total Service Cost	% of Total License Fee	Amount
			completion of RTM (punch list) items; identification of how remaining items will be closed.			
8	Release of Remainder of Holdback	Release of Remainder of Holdback.	Conclusion of the warranty period (6 months after CCCERA's Acceptance of the final rollout).	_% of the agreed upon Holdback amount		$____
TOTAL						$_____