

CONTRACT NAME: AGREEMENT BETWEEN FIDELITY EMPLOYER SERVICES COMPANY, LLC AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is a recordkeeping agreement between Fidelity Employer Services Company and DJUSD to grant the District's 403b plan administrator, Envoy Plan Services, to contract with a third party contractor, TSA Consulting Group, for contribution and distribution management.

RECORDKEEPING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), between Davis Joint Unified School District [CLIENT NAME], having an office at 526 B Street, Davis CA 95616 [client address] (the "Client"), and **FIDELITY EMPLOYER SERVICES COMPANY, LLC** a limited liability company organized under the laws of the State of Delaware, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 ("Fidelity"), is effective as of the date executed by both Parties (the "Effective Date"). Any set up or service changes shall be effective as soon as administratively possible following the Effective Date. 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, information sharing and related services as more fully described herein for its Internal Revenue Code Section 403(b) plan (the "Plan"); and

WHEREAS, Client has engaged Envoy Plan Services, Inc ("TPA") to perform other services for the Plan, including providing direction to Fidelity, and in such capacity the TPA is acting as the agent of the Client; 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 1: DEFINITIONS

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

"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, TPA Affiliate, or any Client Affiliate, as appropriate.

"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 Beneficiary), the designated Beneficiary or Beneficiaries of the Participant after his or her 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.

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

"Code" means the Internal Revenue Code of 1986, as amended

"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 Information Sharing or Recordkeeping Services.

"Directions Documents" has the meaning assigned in Section 15.01.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“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 Plan Administration Manual and similar Directions Documents (but not the Plan-specific information incorporated into such documents).

“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.

“Information Sharing Agreement” means the written agreement between the TPA and Fidelity pursuant to which Fidelity agrees to share Plan Information with the TPA at the Client’s direction in order to perform the Information Sharing Services described in this Agreement

“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.

“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.

“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.

“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 by Fidelity and in effect from time to time.

“Plan Information” shall mean the data elements described in the SPARK Data Format with respect to Plan Participants.

“Services” means, collectively, the Information Sharing Services, the Recordkeeping Services, and any other services to be provided hereunder by Fidelity as are mutually agreed to by the Parties.

“SPARK Data Format” means the Best Practices for 403(b) Plans Information Sharing - Minimum and Comprehensive Data Elements Version 1.02, dated October 29, 2008 (and as corrected and updated from time to time). Fidelity reserves the right to approve, accept or reject any changes to the SPARK Data Format that occur after January 1, 2009.

“TPA Affiliate” means any other Person that, through one or more intermediaries, Controls, is Controlled by or is under common Control with, the TPA.

ARTICLE 2: RECORDKEEPING AND INFORMATION SHARING SERVICES

2.01 Recordkeeping Services Commencement Date. Fidelity will provide the services as described in Schedule B-1 (the "Recordkeeping Services") commencing as soon as reasonably practicable (as determined by Fidelity) on or after the Effective Date (the "Recordkeeping Services Commencement Date"). Fidelity shall not assume responsibility for any activities that comprise the Recordkeeping Services until the Recordkeeping Services Commencement Date.

2.02 Recordkeeping Services. Commencing on the Recordkeeping Services Commencement Date and during the remainder of the Term, Fidelity will provide to Client, and Client will obtain from Fidelity, the Recordkeeping Services in accordance with this Agreement and the schedules attached hereto, subject to the specific terms and conditions set forth in the Directions Documents.

2.03 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 Section 14.01. 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.

2.04 Commencement of Information Sharing Services. Fidelity will commence providing the Plan Information to the TPA through electronic means (the "Effective Date for Information Sharing"), as soon as reasonably practicable (as determined by Fidelity) on or after the Effective Date, provided that, if required by Fidelity, an Information Sharing Agreement is in effect between Fidelity and the TPA as of such date and at all times afterwards during the Term.

2.05 Plan Information to be Shared. The Client is hereby directing Fidelity to share the Plan Information with TPA with respect to its Plan. The TPA will have access to the Plan Information (1) which is generally made available to TPAs through PSW, and/or (2) if Fidelity has agreed to provide an FTP data file to TPA, as described in the SPARK Data Format via FPT using PGP encryption. The recipient TPA is solely responsible for ensuring that the Plan Information provided by Fidelity accurately reflects the TPA's understanding of such data, as intended by the SPARK Data Format (e.g., pre-tax or after-tax contributions, employee contributions or employer contributions), and that such data is appropriately mapped into its database or other recordkeeping system for the Plan. The TPA shall promptly notify Fidelity if it detects errors or omissions in the data transmitted and request a corrected data file from Fidelity in accordance with its written agreement with Fidelity. Fidelity may charge the TPA a fee to make corrections or modifications to the data if Fidelity is not solely at fault.

2.06 Method of Information Sharing. Fidelity shall share the Plan Information with TPA (1) by permitting access to PSW or other electronic channels by the TPA (at the Client's direction), and/or (2) if Fidelity has agreed to provide an FTP data file to TPA, pursuant to the SPARK Data Format on a monthly basis, and/or (3) by providing access through other mutually agreeable methods (collectively, the "Electronic Services"). In the event that TPA access to Plan Information is permitted using Electronic Services, the Client represents that it has directed the TPA to use such Electronic Services only in the course of servicing the Plan pursuant to this Agreement or providing compliance services to the Client based on Plan Information. The Client also represents that it has directed the TPA to follow the terms of use for such Electronic Services, as specified by Fidelity. 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

2.07 Responsibility for Shared Information. The Client understands that any Plan Information made available to the TPA or transmitted by Fidelity to the TPA pursuant to the Client's direction is solely at the convenience of the Client. The Client agrees to hold Fidelity harmless and indemnify Fidelity to the fullest extent of the applicable Law with respect to all aspects of the TPA's handling, mishandling, or failure to handle the Plan Information.

ARTICLE 3: NATURE OF SERVICES; DELIVERY OF SERVICES

3.01 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.

3.02 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. 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.

3.03 Electronic Services. Fidelity may provide communications, Information Sharing Services, Recordkeeping Services 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) serviced in connection with this Agreement and agrees to direct the TPA in a consistent manner. 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 such that 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, the TPA, or other third parties designated by Client, it shall be the responsibility of Client to keep Fidelity informed of which Client or TPA personnel are authorized to have such access and to provide prompt notice of any changes to such access rights.

(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 and require the TPA 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, the TPA, 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 reserves the right not to send data or communications electronically to the Client or TPA if it determines that the data, once received, may not be held by the recipient in a commercially reasonable, secure manner, including as agreed to by the TPA and Fidelity in 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, the TPA, 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, the TPA, third parties or Participants. To the extent that a personal identification number (“PIN”) is necessary for access to the Electronic Services, Client, the TPA, third parties, and/or Plan Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

3.04 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 4: FEES

4.01 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").

4.02 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. Nothing in this Agreement is intended to, nor can it, supersede, modify or otherwise change the fees and expenses charged by any investment product made available hereunder, which are more fully described in the prospectus for such mutual fund.

4.03 Fees Payable to the TPA. If applicable, the Client has directed Fidelity to deduct the amounts shown on Schedule C from Participant Accounts, and pay such amounts directly to the TPA.

4.04 Changes to Laws/Custom Enhancements. The fees included in this Agreement are based on the current legal and regulatory environment as well as the Client's current relationship with the TPA. Where changes to Laws or regulations or the relationship between the Client and the TPA would modify the scope of Services to be provided by Fidelity under this Agreement, the Parties reserve the right to terminate this Agreement pursuant to Article 6.

ARTICLE 5: REPRESENTATIONS

5.01 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, is validly existing and in good standing, and has the power and authority to execute, deliver and perform on this Agreement.

5.02 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, is eligible to sponsor a Code section 403(b) retirement plan, as defined in Treasury Regulations section 1.403(b), and has the power and authority to execute, deliver and perform on this Agreement.

5.03 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 6: TERM AND TERMINATION

6.01 Term. The term of this Agreement will commence on the Effective Date and continue until terminated in accordance with Section 6.02 (the "Term").

6.02 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.

6.03 Partial Termination. This Agreement may be terminated with respect to the Information Sharing Services only with the mutual agreement of the Parties, or, as described in Section 6.02, in all aspects except the Information Sharing Agreement set forth in Schedule B-2.

ARTICLE 7: CONFIDENTIALITY; SAFEGUARDING OF DATA

7.01 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. Notwithstanding the foregoing, solely for purposes of this Article 8, the term “Confidential Information” shall not include Plan Information.

7.02 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 to 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 7; 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.

7.03 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.

7.04 Exceptions to Confidential Treatment. Sections 7.01, 7.02 and 7.03 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; (iv) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party; or (v) is Plan Information. In addition, a Party will not be considered to have breached its obligations under this Article 7 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 is reasonably practicable to and 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.

7.05 No Duty to Disclose. Nothing contained in this Article 7 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.

7.06 Personal Data. In order to fulfill its obligations under this Agreement, Fidelity may receive in connection with this Agreement or 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. Notwithstanding the foregoing, Client may monitor Fidelity’s interactions with Participants, and Client authorizes Fidelity to permit third-party prospects of Fidelity to monitor Participants’ interactions for the purpose of

evaluating Fidelity's Services. 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 8: PROPRIETARY RIGHTS; SYSTEMS; DATA

8.01 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 even if Client or TPA assisted Fidelity in, or paid Fidelity for, the development or modification of such intellectual property, and neither Client nor TPA will have any interest whatsoever in such intellectual property. Fidelity, including its subcontractors, assignees, 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 execute any assignment, conveyance or other assurance necessary to effectuate this Section 8.01. Client will keep confidential and will not 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, and represents that it has directed the TPA to do the same. Fidelity shall not be responsible for any loss or damage related to or resulting from any changes or modifications made by 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.

8.02 Ownership of Personal Data. Subject to Article 9, 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.

ARTICLE 9: OTHER FINANCIAL SERVICES

9.01 Authorization. Notwithstanding any provision of this Agreement to the contrary including Section 7.06, 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 9, 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.

9.02 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 Affiliates. 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 Affiliates in accordance with the provisions of Article 9 after the termination of this Agreement.

9.03 Client Obligations. Subject to applicable law, Client shall provide timely notice, support, and access to Fidelity in connection with Personal Investing Offerings which shall include, without limitation, providing available participant contact information (such as telephone numbers, e-mail addresses, and mailing addresses) to facilitate Personal Investing Offerings communications.

9.04 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 9 to the extent such claim is 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 10: COMPLIANCE WITH LAWS

10.01 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, as set forth in the applicable Statements of Services, cite 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.

10.02 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, applicable regulations thereunder, and applicable state and local tax 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 Laws 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 403(b) plan under the Code, if applicable).

10.03 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 concert with new laws or regulations not specifically contemplated herein, 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 opine 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 constitute its interpretation of applicable Laws for purposes of implementing and delivering the Services. Except with respect to those Laws included in Section 10.01 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 10.01 to perform Services in accordance with cited sections of Law, 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 by the TPA or pursuant to a separate instrument) shall govern and Fidelity shall be fully protected in its reliance thereon.

ARTICLE 11: INDEMNIFICATION

11.01 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's having entered into this Agreement, (iii) Fidelity's having acted upon the directions of Client or the TPA hereunder, or (iv) Fidelity's having failed to act as a result of either (A) Client's or TPA's Directions not to act, or (B) the absence of Client or TPA 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 11.01, any reference to Client or Fidelity as an indemnified Party shall be deemed to include their respective directors, employees, officers, Affiliates, and subsidiaries.

ARTICLE 12: LIABILITIES

12.01 Limitation of Liability. Fidelity shall not be responsible and shall have no liability for the use or misuse of any Plan Information that it makes available to the TPA or transmits to the TPA if such data sharing was authorized or directed by the Employer or if the Employer provides access to the information, unless Fidelity is grossly negligent in its provision of such information.

12.02 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.

12.03 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, SAVINGS, 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.**

12.04 Contractual Statute of Limitation. 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 13: DISPUTES

13.01 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 13.03 hereof), prior to the initiation 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.

13.02 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 13.01 within a period of twenty (20) business days (or such other period as mutually agreed upon by the Parties), then 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, subject, if the Client is a governmental entity, to any limitations or restrictions required by applicable Law or the Client's state's Attorney General. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of (i) the good-faith determination by the appropriate senior executives of each Party that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the mediator.

13.03 Exceptions to Dispute Resolution Procedure. The provisions of this Article 13 will not be construed to prevent a Party from (i) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted or threatened breach) of this Agreement by the other Party, or (ii) making any claim or asserting any defense in litigation or other formal proceedings to the extent necessary (A) to avoid the expiration of any applicable limitations period, (B) to preserve a superior position with respect to other creditors, or (C) in the case of claims involving third parties, to allow for an expeditious and orderly presentation of a Party's claims or defenses.

ARTICLE 14: AMENDMENTS

14.01 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 remains responsible 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. Fidelity will not be required to acquire and review any Plan document or amendment with respect to each change

ARTICLE 15: CLIENT DIRECTIONS/RESPONSIBILITIES

15.01 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 Plan's applicable policies, and this Agreement. Fidelity will accept Directions from the TPA as agent of the Client until directed by the Client in writing to cease taking such direction. Fidelity shall have no obligation to discern whether or not the TPA has the requisite authority to provide any Direction. 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").

15.02 Direction Revisions/Additions. Any new Directions or changes to existing Directions may be requested by the Parties, subject to Fidelity's ability to recordkeep such changes as contemplated hereunder. 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. Client is solely 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 Recordkeeping Services, Fidelity will escalate the issue to Client or the TPA for a final determination, according to the procedures contained in the Directions Documents.

15.03 Reliance on Directions. Directions shall be provided to Fidelity in writing by an individual at the Client or TPA 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 or 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 or otherwise, of any Direction, or (iv) the authenticity of any 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.

15.04 Plan Data. Client acknowledges that the timely provision of accurate, consistent and complete data and documentation 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 is not submitted in accordance with these requirements, or if Fidelity detects 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.

15.05 Client Responsibilities. If and to the extent Client's or TPA's failure to timely perform its responsibilities under this Agreement 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 or TPA 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.

ARTICLE 16: ASSIGNMENT

16.01 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 16.01 will be void.

ARTICLE 17: FORCE MAJEURE

17.01 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.

17.02 "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 18: MISCELLANEOUS

18.01 Cooperation. 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.

18.02 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 Recordkeeping Services. 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 Participant claims.

18.03 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.

18.04 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, the TPA or their agents, 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, the TPA or their agents.

18.05 Notice. Wherever 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 update, as appropriate, all information on Schedule A by notifying Fidelity consistent with these provisions or as acceptable to Fidelity in its sole discretion.

18.06 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.

18.07 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 Client'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.

18.08 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 11) 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, including the TPA.

18.09 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 7.04; (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).

18.10 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.

18.11 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.

18.12 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.

18.13 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.

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 the Client, (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: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: Vice President, Client Services _____

Date: _____

Schedule A – Plan-Specific Information

Client Information (“Client”)

Client Name: Davis Joint Unified School District

Address: 526 B Street, Davis CA 95616

Telephone number: (530) 757-5300

Fax number:

EIN: 68-0343640

Type of employer: (indicate if governmental or tax-exempt entity)

Plan Information (“Plan”)

Internal Revenue Code section 403(b) Plan Name: Davis Joint Unified School District

Fidelity Plan Number:

Plan (Fiscal) Year End: December 31

The plan is (choose one):

(1) Not subject to ERISA because the Client is a governmental entity or religious organization (which has not elected to be covered by ERISA).

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

(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:

Title:

Telephone Number:

Email Address:

Contact Name:

Title:

Telephone Number:

Email Address:

Contact Name: _____
Title: _____
Telephone Number: _____
Email Address: _____

[Add additional names as needed]

Third Party Administrator. The Client has hired the following entity to serve as the third party administrator (“TPA”) for the Plan. It is the Client’s responsibility to immediately inform Fidelity in writing of any changes to the TPA and Fidelity may rely upon this information until Client delivers to Fidelity written notice of any changes.

Name of TPA Firm: Envoy Plan Services c/o TSACG
Street Address: 73 Eglin Parkway NE, Suite 202
City, State, Zip Code Fort Walton Beach, FL 32548
EIN 80-0490112

Contact Name: Envoy Program Services Department
Telephone Number: 800.248.8858

The following individuals may provide directions to Fidelity on behalf of the TPA 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 changes to the TPA’s status. It is the TPA’s and Client’s responsibility to immediately inform Fidelity in writing of all changes to this list and Fidelity may rely upon this information until Client or the TPA delivers to Fidelity written notice of the termination of authority of a designated individual.

Contact Name: See Envoy Authorized Signer List
Title: _____
Telephone Number: _____

Contact Name: _____
Title: _____
Telephone Number: _____

Contact Name: _____
Title: _____
Telephone Number: _____

Approved Vendors. The Client agrees that it or the TPA will provide Fidelity with a chart which lists the vendor(s) and/or recordkeeper(s) of mutual funds (through custodial accounts) and/or annuity contracts (from insurance companies) under the Plan, substantially in the form shown below. Fidelity will take direction to provide contract exchanges of Plan assets to the Approved Vendors only. It is the Client’s responsibility to immediately inform (or instruct the TPA 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.

Name of Mutual Fund or Insurance Company Vendor	Vendor Contact Person or Department	Telephone Number
Fidelity Investments	Client Services Team	(800) 868-1023

Fidelity's Contact Information

Fidelity Service Team
 Telephone: 800-868-1023

Address for transactional and general correspondence:

Fidelity Investments, P.O. Box 770002
 Cincinnati, OH 45277-0089

Address for service of legal process:

Fidelity Investments, 49 North 400 West SLG7E
 Salt Lake City, UT 84101-1368

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 the terms of 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 the 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 Internal Revenue 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 from the TPA and accept contributions to the Plan remitted by the TPA, including but not limited to salary deferral contributions, employer contributions, rollovers, contract exchanges, transfers, and changes of investment, as appropriate. Amounts remitted by the TPA to Fidelity for which an Account has not been established at Fidelity shall be sent by check to the Client by Fidelity. Such amounts shall not be considered to have been contributed to any Fidelity Account under the Plan, and shall not be deemed to constitute Plan assets while in Fidelity's possession.

(3) The Client (or, if agreed to separately between the Client and the TPA, the TPA) 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. The Client (or, if agreed to separately between the Client and the TPA, the TPA) shall be solely responsible for suspending Participants' contributions following a hardship withdrawal, as required by Law. 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.

(4) Recordkeep contributions according to type of contribution (or "money source"), as directed by the TPA, 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 may include one or more of the following, as directed by the Client in a Directions Document:

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

(5) 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.

- (6) Maintain Beneficiary designations received from Participants (or Beneficiaries).
- (7) Maintain and update employee data necessary to support Plan recordkeeping, as received from the Client, the TPA, or, if allowed by Law, the participant.
- (8) 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 or TPA approval and direction regarding the amount of any withdrawal from an employer contribution source.

B. Information Sharing

- (1) Send the Plan Information to TPA electronically, on a monthly basis, in accordance with the procedures specified in the SPARK Data Format and pursuant to the Information Sharing Agreement between the TPA and Fidelity; or, if applicable, make Plan Information available to TPA via Electronic Services as described in Section 3.03 of the Agreement.

C. 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 ½, death, disability, severance from service, bankruptcy, levies, garnishments and other distributions) upon approval from the Client or TPA. If a married Participant's Account is part of a Plan that is subject to ERISA (or if the Client or TPA notifies Fidelity in writing that other consent requirements apply under 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. The Client or TPA shall be responsible for obtaining all necessary spousal consents. All distribution checks shall be sent directly to the Participant pursuant to Fidelity's standard procedures. The Client or TPA must inform Fidelity in a timely manner if the taxable portion of a Participant's distribution is different from the cost basis recordkept by Fidelity for such Participant, so that proper tax reporting will occur.
- (3) Provide self-service tool to assist Participants in calculating the Participant's minimum required distribution. Fidelity shall not be responsible for confirming that any Participant has withdrawn his or her required minimum distribution.
- (4) Process account division and applicable distributions associated with Qualified Domestic Relations Orders ("QDRO") or state domestic relations orders upon approval from the Client or the TPA.
- (5) Process rollover distribution requests upon approval from the Client or the TPA.
- (6) Process transfer requests, including Plan to Plan transfers, upon approval from the Client or the TPA.
- (7) Process and reconcile Participant Account corrections upon the Client's or TPA'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) Loans

Participants may not take any new loans from Fidelity Accounts on and after January 1, 2009. All existing loans from Fidelity Accounts will be repaid by Participants pursuant to the terms of the existing loan agreements, but no new loans shall be made by Fidelity. Unless prohibited by the Plan, existing loans may be re-amortized.

(9) Hardship Distributions

Participants may not obtain any hardship distributions from Fidelity Accounts on and after January 1, 2009.

(10) Provide other Services (to be provided by Fidelity, if applicable under the Plan and as more fully described in the Plan Administration Manual or other directions from the Client to Fidelity)

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, if applicable.

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 403(b) plan provisions generally, to the extent relevant to Plan assets custodied by Fidelity.

[Use following section G only for new Plans]

G. Implementation Services

- (1)** Establish Plan profile on Fidelity's recordkeeping system.
- (2)** Establish Participant Accounts.

- (3) Activate Plan Sponsor Webstation.
- (4) Accept Plan assets from other/prior Plan vendors or recordkeepers, and deposit into Plan and Participant Accounts in accordance with Client or TPA Directions.
- (5) Client shall be responsible for providing all other notices and other disclosures to employees and Participants.

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 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 IRS 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 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). These provisions shall be interpreted in a manner consistent with the intent of facilitating the exchange of information to meet the requirements of the Internal Revenue Code.

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 from employment occurred for purposes of the distribution restrictions); 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 loan 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 Client (or Client's TPA) 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 Client'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 unduly 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 or the Client's TPA, 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.

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 Plan(s). 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 Plan(s) authorize Fidelity to give his or her Advisor access to his or her Plan account, permit the Advisor to exercise trading authority and control over his or her Plan account, and/or deduct the Advisor's fees directly from his or her Plan account. (All Advisor fee deductions are shown on the Participant's statement and the Client has the ability to obtain a report on such fees.) Accordingly, Fidelity is directed to provide Account access to Advisors, permit Advisors to make trades and exchanges 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 individual clients' workplace savings plan accounts are recordkept 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), and 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 Account holder's death, except as determined by applicable law, or unless a married

Participant's Account is subject to the provisions of Section 3.E below. Unless otherwise designated by the Participant (or, following the death of the Participant, the Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by 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 unnamed Beneficiaries or 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 no 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 a 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 must be received and accepted by the Custodian in accordance with this Section 3. 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.E. 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

Fidelity's 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 NetBenefits® (for Participants) and Fidelity Plan Sponsor Webstation® (for the Client and TPA), 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.
- 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.

TPA Fees

The client directs Fidelity to deduct the TPA per participant fee as billed to Fidelity by the TPA. The total amount of the fee will be deducted pro-rata from each Participant's and Beneficiary's Account, as payment to the TPA for its' services. Such deductions will be reported to Participants and Beneficiaries on their statements.