

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Support.com, Inc.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

March 11, 2017

Date of report (Date of earliest event reported)

SUPPORT.COM, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

000-30901

(Commission File No.)

94-3282005

(I.R.S. Employer Identification No.)

900 Chesapeake Dr., Second Floor, Redwood City, CA 94063

(Address of Principal Executive Offices) (Zip Code)

(650) 556-9440

(Registrant's telephone number, including area code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item Entry into a Material Definitive Agreement
1.01.

Previously, Support.com, Inc. (the "**Company**") and Comcast Cable Communications Management, LLC ("**Comcast**") entered into a Master Services Agreement, Call Handling Services, effective October 1, 2013 (the "**Agreement**"), attached to which are: (i) Statement of Work #1, effective October 1, 2013 ("**SOW#1**"), covering the Company's provision of certain sales and customer support services to customers of Comcast's high speed Internet and wireless gateway offerings; and (ii) Statement of Work #3, effective March 21, 2014 ("**SOW#3**"), covering the Company's provision of certain sales and customer support services for Comcast's home security and control offerings to actual and prospective Comcast customers. The foregoing descriptions and references to the Agreement, SOW#1 and SOW#3 are qualified in their entirety by reference to the previously disclosed documents, which are incorporated by reference herein.

On March 11, 2017, the Company received fully executed copies of four (4) change management forms (" **CMFs**") between the Company and Comcast entitled as follows:

- "Change Management Form 12 to SOW#3" ("**CMF#12/SOW#3**"), which provides for the use of chat communications between agents and customers, during the course of delivering and receiving sales and support services;
- "Change Management Form 9 to SOW#1" ("**CMF#9/SOW#1**");
- "Change Management Form 13 to SOW#3" ("**CMF#13/SOW#3**") and
- "Change Management Form 14 to SOW#3" ("**CMF#14/SOW#3**"),

Each of CMF#9/SOW#1, CMF#13/SOW#3 and CMF#14/SOW#3 modifies the service level targets previously set forth in Exhibit A to SOW#1 and SOW#3, respectively, in order to delete, revise and/or establish previous key performance indicators ("**KPIs**") for quarterly periods that would be measured and, in some cases, depending on the actual monthly performance of such KPIs, have financial bonuses and credits applied for such performance.

The foregoing descriptions and references to the Agreement, CMF#12/SOW#3, CMF#9/SOW#1, CMF#13/SOW#3 and CMF#14/SOW#3 are qualified in their entirety by reference to the actual documents, which are attached as exhibits hereto and are incorporated by reference herein.

Item Financial Statements and Exhibits.
9.01.

(d) Exhibits.

10.1 Change Management Form Number 12 to Statement of Work 3 between Comcast and Company, signed March 7, 2017.*

10.2 Change Management Form Number 9 to Statement of Work 1 between Comcast and Company, signed February 24, 2017.*

10.3 Change Management Form Number 13 to Statement of Work 3 between Comcast and Company, signed February 24, 2017.*

10.4 Change Management Form Number 14 to Statement of Work 3 between Comcast and Company, signed February 24, 2017.*

*Portions of the Exhibit have been omitted pursuant to a request for confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 16, 2017

SUPPORT.COM, INC.

By: /s/ Michelle Johnson

Name: Michelle Johnson

Title: VP, General Counsel & Secretary

EXHIBIT INDEX

Exhibit Number	Description
<u>10.1</u>	Change Management Form Number 12 to Statement of Work 3 between Comcast and Company, signed March 7, 2017.*
<u>10.2</u>	Change Management Form Number 9 to Statement of Work 1 between Comcast and Company, signed February 24, 2017.*
<u>10.3</u>	Change Management Form Number 13 to Statement of Work 3 between Comcast and Company, signed February 24, 2017.*
<u>10.4</u>	Change Management Form Number 14 to Statement of Work 3 between Comcast and Company, signed February 24, 2017.*

*Portions of the Exhibit have been omitted pursuant to a request for confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]"

**CHANGE MANAGEMENT FORM 12
TO STATEMENT OF WORK 3**

Program: Support.com, Inc. ("Vendor"), Xfinity Home Remote Support Program SOW #3 ("SOW 3") dated March 21, 2014		PCR No.:
Originator: Joy Park		Date: February 3, 2017
Department: NCO	Phone #: [***]	Title: Vice President
Locations Impacted: Work at Home Locations		
Requested Implementation Date: See below		
Estimated Hours: (LOE)	<input checked="" type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	Billing Rate/Hour: See SOW
Fixed Fee Cost (if applicable) N/A		
Type of Change: Expanding channel of support to chat through the XH mobile chat app		
Scope of Change:	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner
Reason for Change: Comcast and Vendor agree that the purpose of this change management form ("CMF") is to expand the channel of support to chat as set forth in more detail below. Unless specifically provided in this CMF, all other terms of SOW 3 remain unchanged.		
Area(s) of Change		
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network	
<input type="checkbox"/> Data Processing	<input checked="" type="checkbox"/> Resource Planning	
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance	
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom	
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training	
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting	
<input checked="" type="checkbox"/> Other: XH Mobile Chat App Support		

The parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

- Vendor shall hire and provide new hire training to full time equivalent personnel ("FTEs"), the number of FTEs to be pre-approved by Comcast, for Xfinity Home ("XH") voice support. Vendor shall invoice Comcast for such New Hire training at the Training Hourly Rate as set forth in SOW 3.
- Vendor shall provide [***] of Up-training to the XH voice support FTEs who shall provide XH mobile chat app support, such support may be in addition to XH voice support as directed by Comcast. Vendor shall invoice Comcast for such Up-training at the Productive Hour Rate as set forth in SOW 3.
- Effective for [***] as designated by Comcast in writing (including e-mail) to Vendor ("XH Mobile Chat App Term"), the XH voice FTEs up-trained in XH mobile chat app support shall provide chat support through the XH mobile chat app ("XH Mobile Chat App Services") and/or XH voice support to Comcast customers as designated by Comcast.
- XH Mobile Chat App Services shall be provided to Comcast from Monday through Sunday during the hours of [***].
- Vendor shall invoice XH Mobile Chat App Services at the Productive Hour Rate as set forth in SOW 3.
- For purposes of the XH Mobile Chat App Services only, line adherence shall not apply and Comcast and Vendor shall mutually agree on the productive hours to be performed by Vendor during the XH Mobile Chat App Term ("XH Mobile Chat App Forecast"). Unless otherwise agreed to by the parties, each XH Mobile Chat App Forecast will include the FTE personnel needed to support the XH Mobile Chat App Forecast. FTEs will be in a productive state, defined as chat time, wrap time, available time, outbound time, an estimate [***]. The parties shall work together to develop a planning model to staff FTE inclusive of new hire plans, shrinkage, AHT, and other assumptions that support the delivery of XH Mobile Chat App Services. Comcast and Vendor will mutually agree upon and participate in the preparation of other workload volume forecasts, as reasonably required for the successful performance of the XH Mobile Chat App Services.
- Comcast shall have the right to terminate the XH Mobile Chat App Services at any time and for any reason.

Comcast Authorization

Comcast Representative's Signature /s/Joy Park

Print Name Joy Park Date 3/7/2017

Vendor Authorization

Vendor Representative's Signature /s/Rick Bloom

Print Name Rick Bloom Date 3/8/2017

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CHANGE MANAGEMENT FORM 9 TO STATEMENT OF WORK 1

Statements of Work ("SOWs"): Support.com, Inc. ("Vendor"), Wireless Gateway ("SOW 1") dated October 1, 2013		PCR No.:
Originator: Joy Park		Date: 02/02/2017
Department: NCO	Phone #: [***]	Title: Vice President
Locations Impacted: Work at Home		
Requested Implementation Date: 03/22/2017		
Estimated Hours: (LOE)	<input checked="" type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	Billing Rate/Hour: See SOW
Fixed Fee Cost (if applicable) N/A		
Type of Change: Comcast and Vendor agree to modify the Service Level Targets as set forth below. Unless specifically provided in this Change Management Form ("CMF"), all other terms of SOW #1 remain unchanged.		
Scope of Change:	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner
Area(s) of Change		
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network	
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Resource Planning	
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance	
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom	
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training	
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting	
<input checked="" type="checkbox"/> Other: Service Level Targets		

The parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to modify SOW 1 as follows:

Comcast Authorization

Comcast Representative's Signature /s/Joy Park

Print Name Joy Park Date 2/24/2017

Vendor Authorization

Vendor Representative's Signature /s/Rick Bloom

Print Name Rick Bloom Date 2/24/2017

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Service Level Targets for Wireless Gateway

- a. **Line Adherence:** Vendor is required to meet a minimum staffing target of [***] for each thirty (30) minute interval. The fiscal month target will be considered met if a minimum of [***] of the total [***] intervals meet the [***] interval requirement. The intervals start on each hour and at the half of each hour adjusted for Comcast requested additional training.

The below bonus applies on a fiscal calendar month, which is measured by [***] in a fiscal month:

Actual Line Adherence	Bonus Rate
[***]	[***]

- b. **VOC:** Vendor shall meet the Service Level Target for Voice of Customer ("VOC"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- c. **FCR:** Vendor shall meet the Service Level Target for First Call Resolution ("FCR"). FCR is measured as the total number of Unique Customers who do not call back to the same queue initially called within [***] including [***] into that queue not to include abandoned calls within the [***]. Unique Customers are defined as the [***] from the same phone number.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- d. **Adjusted Bonus Percentages.** In the event that Comcast elects to waive a Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.

- e. **AHT Target Credit.** The AHT Target will be determined by Comcast based on the external AHT for the same call type as calculated based on the then current fiscal month vendor AHT average for all third party outsourced agents handling that call type. New hire CSRs AHT will be excluded from the AHT calculation for the [***] of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by [***], then no credit shall be due to Comcast. For Services managed by Comcast divisional teams, AHT will be measured by division by aggregate line of business and compared to the Comcast division external AHT for the same call types. AHT shall not be effective until such time as the reporting is available to Comcast. If Vendor's actual AHT for a fiscal month exceeds the AHT Target by [***], then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[***]

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CHANGE MANAGEMENT FORM 13 to STATEMENT OF WORK 3

Statements of Work ("SOWs"): Support.com, Inc., XH Remote Support ("SOW 3") dated March 21, 2014		PCR No.:
Originator: Joy Park		Date: 02/10/2017
Department: NCO	Phone #: [***]	Title: Vice President
Locations Impacted: Work at Home		
Requested Implementation Date: 03/22/2017		
Estimated Hours: (LOE)	<input type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	Billing Rate/Hour: See SOW
Fixed Fee Cost (if applicable) N/A		
Type of Change: Comcast and Vendor agree to modify the Service Level Targets as set forth below. Unless specifically provided in this Change Management Form, all other terms of SOW 3 remain unchanged.		
Scope of Change:	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner

Area(s) of Change	
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Resource Planning
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting
<input type="checkbox"/> Miscellaneous (<i>Please describe below</i>)	
<input checked="" type="checkbox"/> Other: Service Level Targets	

The parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to amend SOW 3 as follows:

1. Exhibit A of SOW 3 is deleted in its entirety and is replaced with Exhibit A attached to this CMF.

Comcast Authorization

Comcast Representative's Signature /s/Joy Park

Print Name Joy Park Date 2/24/2017

Vendor Authorization

Vendor Representative's Signature /s/Rick Bloom

Print Name Rick Bloom Date 2/24/2017

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Service Level Targets for XH Remote Support

- a. **Line Adherence:** Vendor is required to meet a minimum staffing target of [***] for each [***] interval. The fiscal month target will be considered met if a minimum of [***] of the total [***] intervals meet the [***] interval requirement. The intervals start on [***] adjusted for Comcast requested additional training.

The below bonus applies on a fiscal calendar month, which is measured by [***] in a fiscal month:

Actual Line Adherence	Bonus Rate
[***]	[***]

- b. **ITG Utilization:** An Interactive Troubleshooting Guide ("ITG") is defined as Comcast's internal troubleshooting guides used by an agent to provide customer service support to Comcast customers. ITG Utilization is defined as the total number of Completed ITGs divided by the total number of repair calls handled. A Completed ITG is an ITG that was opened correctly, followed as directed and closed by selecting the "Complete ITG" button where a corresponding customer reported ("CR") ticket number was provided per Comcast guidelines. Only one (1) ITG completed during each individual interaction between an agent and a customer will be counted as a Completed ITG.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- b. **VOC:** Vendor shall meet the Service Level Target for Voice of Customer ("VOC"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- c. **FCR:** Vendor shall meet the Service Level Target for First Call Resolution ("FCR"). FCR is measured as the total number of Unique Customers who do not call back to the same queue initially called within [***] including [***] into that queue not to include abandoned calls within [***]. Unique Customers are defined as the [***] from the same phone number.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- d. **COR:** Vendor shall meet the Service Level Target for Cancel on Review ("COR"). COR rate is measured as the total XH truck rolls canceled on review divided by total XH truck rolls scheduled. A truck roll canceled on review is defined as a truck roll reviewed, resolved, and canceled by a Comcast third party vendor.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- e. **Adjusted Bonus Percentages.** In the event that Comcast elects to waive a Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.

- f. **AHT Target Credit.** The AHT Target will be determined by Comcast based on the external AHT for the same call type as calculated based on the then current fiscal month vendor AHT average for all third party outsourced agents handling that call type. New hire CSRs AHT will be excluded from the AHT calculation for the [***] of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by [***], then no credit shall be due to Comcast. For Services managed by Comcast divisional teams, AHT will be measured by division by aggregate line of business and compared to the Comcast division external AHT for the same call types. AHT shall not be effective until such time as the reporting is available to Comcast. If Vendor's actual AHT for a fiscal month exceeds the AHT Target by [***] then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[***]

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CHANGE MANAGEMENT FORM 14 to Statement of Work 3

Statements of Work ("SOWs"): Support.com, Inc. ("Vendor"): Xfinity Home Remote Support ("SOW 3") dated March 21, 2014		PCR No.:
Originator: Joy Park		Date: 02/13/17
Department: NCO	Phone #: [***]	Title: Vice President
Locations Impacted: Work from Home		
Requested Implementation Date: 12/22/16		
Estimated Hours: (LOE)	<input checked="" type="checkbox"/> Billable <input type="checkbox"/> Non-Billable	Billing Rate/Hour: See SOW
Fixed Fee Cost (if applicable) N/A		
Type of Change: Comcast and Vendor agree to modify the Service Level Targets as set forth below. Unless specifically provided in this Change Management Form ("CMF"), all other terms of SOW 3 remain unchanged.		
Scope of Change:	<input checked="" type="checkbox"/> Minor (Anything within current contract)	<input type="checkbox"/> Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner
Area(s) of Change		
<input type="checkbox"/> Accounting/Payroll	<input type="checkbox"/> Network	
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Resource Planning	
<input type="checkbox"/> General Facilities	<input type="checkbox"/> Quality Assurance	
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Telecom	
<input type="checkbox"/> IT/BI	<input type="checkbox"/> Training	
<input type="checkbox"/> Operations	<input type="checkbox"/> Recruiting	
<input checked="" type="checkbox"/> Other: Service Level Targets		

Effective December 22, 2016, the parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to modify SOW 3 as follows:

1. Exhibit A is hereby deleted in its entirety and is replaced with Exhibit A attached to this CMF.

Comcast Authorization

Comcast Representative's Signature /s/Joy Park

Print Name Joy Park Date 2/24/2017

Vendor Authorization

Vendor Representative's Signature /s/Rick Bloom

Print Name Rick Bloom Date 2/24/2017

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Service Level Targets

- a. **Line Adherence:** Vendor is required to meet a minimum staffing target of ninety-two percent (92%) for each thirty (30) minute interval. The fiscal month target will be considered met if a minimum of [***] of the total [***] intervals meet the [***] interval requirement. The intervals start on [***] adjusted for Comcast requested additional training.

The below bonus applies on a fiscal calendar month, which is measured by [***] in a fiscal month:

Actual Line Adherence	Bonus Rate
[***]	[***]

- b. **ITG Utilization:** An Interactive Troubleshooting Guide ("ITG") is defined as Comcast's internal troubleshooting guides used by an agent to provide customer service support to Comcast customers. ITG Utilization is defined as the total number of Completed ITGs divided by the total number of repair calls handled. A Completed ITG is an ITG that was opened correctly, followed as directed and closed by selecting the "Complete ITG" button where a corresponding customer reported ("CR") ticket number was provided per Comcast guidelines. Only one (1) ITG completed during each individual interaction between an agent and a customer will be counted as a Completed ITG.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- b. **VOC:** Vendor shall meet the Service Level Target for Voice of Customer ("VOC"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- c. **FCR:** Vendor shall meet the Service Level Target for First Call Resolution ("FCR"). FCR is measured as the total number of Unique Customers who do not call back to the same queue initially called within [***] including [***] into that queue not to include abandoned calls within the same seven (7) day period. Unique Customers are defined as the [***] from the same phone number.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- d. **ATR:** Vendor shall meet the Service Level Target for Avoidable Truck Rolls ("ATR"). ATR is defined as total care CSR avoidable truck rolls divided by total truck rolls scheduled. An avoidable truck roll is determined by a Comcast technician after a truck roll is completed. If the primary reason code listed by technician is a CSR avoidable reason code listed by technician is a CSR avoidable reason code (i.e., could have been fixed without a truck roll by following the Line of Questioning "LOQ" or using the corrected Integrated Troubleshooting Guide "ITG"), then that truck roll will be deemed an avoidable truck roll.

The Bonus for achievement of the Service Level Target is:

Service Level Target	Bonus Rate
[***]	[***]

- e. **Adjusted Bonus Percentages.** In the event that Comcast elects to waive a Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.

- f. **AHT Target Credit.** The AHT Target will be determined by Comcast based on the external AHT for the same call type as calculated based on the then current fiscal month vendor AHT average for all third party outsourced agents handling that call type. New hire CSRs AHT will be excluded from the AHT calculation for the first [***] of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by [***], then no credit shall be due to Comcast. For Services managed by Comcast divisional teams, AHT will be measured by division by aggregate line of business and compared to the Comcast division external AHT for the same call types. AHT shall not be effective until such time as the reporting is available to Comcast. If Vendor's actual AHT for a fiscal month exceeds the AHT Target by [***], then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[***]

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