

Dedicated Workplace (Ireland) Service Terms

1. DEFINITIONS

“**Covered Location**” refers to Customer location specified as such in the Order.

“**Customer Software**” is Customer-provided software.

“**Delivery Location**” means the designated site requested by Customer, specified as such in the Order, at which the Recovery Resources are to be made available.

“**Disaster**” refers to an unplanned condition or interruption of or inaccessibility by Customer to the Covered Location for its intended computer and related purposes.

“**Invocation**” is defined as the notification provided by one of Customer’s designated representatives to Sungard AS indicating that a Disaster has occurred, identifying the affected Covered Location and specifying all or part of the Recovery Resources that Customer must use for disaster recovery purposes.

“**Invocation Response Time**” is the time after Invocation, within which Sungard AS will make the Recovery Resources available to Customer.

“**PC Image**” refers to Sungard AS’ maintenance of a PC image of Customer’s software configurations and its installation on shipped PCs.

“**Recovery Period**” refers to the maximum period, as specified in the Order, commencing on Invocation for which Customer may use the Recovery Resources for disaster recovery purposes.

“**Recovery Resources**” are the facilities, equipment, network and other resources used to provide the services identified in the Order.

“**Term**” means the period specified as such in the Order.

“**Test**” or “**Testing**” refers to the use of the whole or part of the Recovery Resources by Customer for testing purposes.

“**Test Shift**” is, for each test shift, 8 hours of consecutive test time. The number of Test Shifts available each contract year shall be specified in the Order.

2. DEDICATED WORKPLACE SERVICES

2.1. Features

Sungard Availability Services (Sungard AS will provide the total number of Workplace positions in the configuration identified in the Order. The Workplace positions are to be used by Customer identified on the Order and will not be used by any other customer, either for Testing or Invocation.

The “Invocation Response Time” for Dedicated Workplace Services is 1 hour following an Invocation, unless otherwise stated in the Order.

Customer will provide its Invocation notice to Sungard AS, in accordance with Sungard AS’ invocation procedures posted on the Customer Portal.

Customer shall be entitled (subject to expiry or earlier termination of the Order) to use the Recovery Resources for as long as Customer requires to enable it to recover from the Disaster. However, in no event may Customer have continuous use of the Recovery Resources at the Delivery Location for a period of more than 6 months after its Invocation.

2.2. General

Customer is responsible for ensuring that its OSs, application software and procedures operate to its satisfaction on the Recovery Resources.

Sungard AS will provide Customer with those Recovery Resources identified on the Order for the number of Test Shifts identified in the Order.

Customer understands that Testing and cancellations will be scheduled and conducted in accordance with Sungard AS' policies and procedures then in effect and as may be periodically amended. Technical Support for Testing is provided on Business Days only. Technical Support for Testing is available in accordance with the Sungard AS policies and procedures then in effect and as may be periodically amended.

Sungard AS will provide Customer access to the Users' Guide for the Recovery Services and all applicable updates and revisions, as and when issued, via the Customer Portal at <http://www.mysungardas.com>.

Car parking spaces may be available to Customer at a Sungard AS Delivery Location. These parking spaces will be limited to the number indicated in the Order and no guarantee ensures that they will always be available. Customer shall ensure that its personnel do not park in spaces other than those allocated or in any other parts of the estate on which the Recovery Location is situated in which parking is restricted. Cars are parked at Sungard AS' sites at their owner's risk.

2.3. Service Conditions

Customer warrants that, as of the date of its signing or amending the Order, the Covered Location is fully operational and is not experiencing a Disaster at the time. Customer has and (will continue to keep in force) an appropriate maintenance agreement for any equipment in the Delivery Location with a suitable maintenance provider.

Customer shall ensure that its employees, agents and sub-contractors shall abide by all security, health and safety, and other procedures or regulations in effect at a Sungard AS location during its use of the Recovery Resources for Tests and Invocation.

Customer will not interfere with any other Sungard AS customer's use of Sungard AS facilities or services.

Sungard AS shall give Customer at least 60 days' notice before making any changes that may substantially and adversely affect Customer. Sungard AS will provide Customer with a reasonable number of free additional Test Shifts to Test the affected Recovery Resources. If any such change substantially and adversely affects Customer's ability to use the Recovery Resources for disaster recovery purposes, it may, within 10 days after Customer first uses the affected Recovery Resources for an Invocation or a Test, terminate the Order with respect to the affected Services by notice. Without prejudice to any accrued rights and obligations, neither party shall be liable to the other for such termination. If Customer does not give any such notice in accordance with this provision, it will be deemed to have accepted the change.

Customer is responsible for the provision, control, support, operations and processing of whatever it deems necessary for its use of the Services. Without prejudice to the generality of the foregoing, Customer has sole responsibility for the security, adequacy and accuracy of all data, instructions, programs and procedures submitted and used by it, and the results obtained therefrom. Customer shall establish audit controls, data functions, operating methods and check points appropriate to its use of the Services, including, without limitation, the creation of backup files and other desirable security arrangements. Sungard AS shall not, in any circumstances, be obliged to reconstruct or furnish any files, data or programs which may (for any reason) be required and/or any information or details in respect of any codes or passwords used by Customer. Sungard AS also shall have no obligation or responsibility with respect to such matters. Without prejudice to the foregoing, Sungard AS will be entitled to charge for such services at its then-current terms.

Customer shall use the Recovery Resources in a proper manner, in accordance with applicable law, regulation and Sungard AS policies and guidelines, and only in connection with its ordinary business. Customer will take proper care of the Recovery Resources and not allow any person to use the Recovery Resources who is not trained and skilled in operating the Recovery Resources. Customer shall return the Recovery Resources to Sungard AS in good condition and working order, and promptly reimburse to Sungard AS any amounts incurred by Sungard AS, plus 5%, in replacing or restoring to good condition and working order any part of it which is not returned to Sungard AS in accordance with the requirements of the Order.

Customer shall indemnify Sungard AS against any damage to the Recovery Resources, any Sungard AS facility or any equipment or fixtures and fittings located, kept or stored therein that is caused by a wilful act or negligence of Customer, its agents, employees or subcontractors, including (but not limited to) any access to a Sungard AS facility gained by an unauthorized party through access cards, keys or other devices provided to Customer.

Customer will cooperate with Sungard AS, as requested from time to time, in connection with Sungard AS' change, delivery and improvement of the Services. Sungard AS will not be responsible for service delivery issues related to Customer's failure to reasonably cooperate.

Customer shall be responsible for supplying media in a form suitable for use on the Delivery Location. Sungard AS shall be entitled to reject any unsuitable media. Customer bears all risk of loss of or damage to media (when located at the Delivery Location and when transported or carried by or on Sungard AS' behalf or otherwise).

Customer shall ensure it is lawfully entitled to use Customer Software on the Sungard AS equipment, Customer's equipment, virtual platform or on any other equipment required in the delivery of the Service. Where necessary, Sungard AS is permitted to use Customer Software on such equipment for the purpose of providing Services to Customer. Customer shall, at Sungard AS' request, promptly provide written confirmation from the proprietor(s) of the Customer Software of such entitlement and permission to Sungard AS. Customer shall indemnify Sungard AS for any loss, damage, costs, claims or proceedings that Sungard AS may incur as a result of any breach by Customer.

Customer using hard disk encryption on Sungard AS equipment during a Test or Disaster shall be responsible for removing all Customer data and the encryption key from the Sungard AS equipment at the conclusion of the Test or Disaster (this includes any interruption of a Test due to another customer declaring a disaster on the Sungard AS equipment being tested by Customer). Notwithstanding anything to the contrary contained in these Service Terms or the Agreement, Sungard AS shall have no responsibility for any loss of data due to the failure of Customer to delete such data and encryption key as described herein.

Promptly following the execution of the applicable Order, Customer agrees to make its technical staff available, as reasonably required by Sungard AS, to review and document the requirements and timelines for implementation of the Services. Sungard AS will not be liable for any failure to implement the Services and Customer shall remain liable for payment of the fee(s) identified in the Order on the due dates set out therein in the event:

- (a) Customer does not make its staff available or otherwise does not participate in the pre-implementation planning.
- (b) As a result of the planning, a material change in the scope or requirements is discovered.
- (c) The original design of the solution jointly agreed by the Parties creates a failure in the Services that must be corrected.

If any change to the Services is required as a result of the above-listed items, an amendment to the applicable Order must be executed.

Sungard AS shall take reasonable measures to maintain in good working order all computer hardware and software used by Sungard AS in the provision of Services, but Sungard AS does not warrant nor is it a condition of the Order that any such hardware or software will operate without interruption or error. Services will be performed by appropriately experienced, qualified and trained personnel, and with reasonable care and skill.

Sungard AS shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the Sungard AS facilities used to provide Services.

Customer will be responsible for:

- (a) All communications and similar third-party charges resulting from Customer's use of the Recovery Resources.
- (b) All power, fuel and other utility charges resulting from Customer's use of the Recovery Resources during any extended Invocation period.

This Order does not create any interest in real estate or bailment and is strictly an agreement for the provision of Services, which are personal in nature to the parties. Customer will not permit any Customer-related third-party liens to be placed against all or any portion of the Services, or any Sungard-AS-provided equipment or software.

Notwithstanding anything else contrary, Customer acknowledges and agrees that Sungard AS is not granting it exclusive possession or occupation of the whole or any part of the Recovery Resource or the Delivery Location and that no relationship of landlord and tenant is hereby created. If Sungard AS perceives any risk of such a relationship being created (e.g., without limitation, by Customer being in continuous occupation of the Recovery Resources or the part of the Delivery Location that contains the Recovery Resources for 6 months or more) then, at the request of Sungard AS, Customer shall vacate the Recovery Resources or Delivery Location for such period as will, in the reasonable opinion of Sungard AS, alleviate that risk.

3. GENERAL SERVICE TERMS

These Services are also subject to the General Service Terms at <https://www.sungardas.com/hubfs/multimedia/document-file/sungardas-general-service-terms.pdf>.