

## **General Service Terms**

### **1. GENERAL SERVICE TERMS**

These General Service Terms apply to all relevant Services and are in addition to the Service Terms applicable to the Services selected on Customer's Order.

### **2. GENERAL POLICIES**

The Services shall, at all times, be used in compliance with Sungard AS' then-current general policies and guidelines ("Policies"). Customer agrees to be bound by the Policies, as amended from time to time. Notices of changes to the Policies will be communicated to Customer via electronic means.

### **3. SERVICE-LEVEL AGREEMENTS; GENERAL**

This Section applies to all Service-Level Agreements (SLAs), including those detailed in the applicable Service Terms.

If Sungard AS fails to meet the same SLA three (3) times within any 12-month period, Customer may terminate the Order by providing Sungard AS advance written notice no later than 60 days following the third SLA failure. All virtual machine (VM) and Application Availability SLA calculations are based on a calendar month period. If Sungard AS fails to meet an SLA, Customer is entitled to receive the applicable credit as Customer's sole monetary remedy. In no event will the total credits for all occurrences during a month exceed the Order's then-current Monthly Fee. Credits and termination rights accrue solely with respect to the root or primary SLA failure and not for SLA failures that occur as a result of a root or primary SLA failure.

Sungard AS will not be responsible for the failure to meet an SLA if the failure is caused by:

- (a) A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives").
- (b) The negligence or intentional acts or omissions of Customer or Customer Representatives (including Customer retention of root or admin access and changes to data or configurations).
- (c) Customer requiring Sungard AS to continue to maintain or use unsupported software or hardware releases, scheduled or emergency maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime.
- (d) Scheduled maintenance on Sungard AS' shared infrastructure, applications and platforms ("Lifecycle Maintenance"). Lifecycle Maintenance currently is scheduled every third Sunday between the hours of 1AM and 6AM (local time), and no further notice to Customer is required. If Sungard AS changes its Lifecycle Maintenance window, Sungard AS will provide Customer with 30-day advance notice.
- (e) The absence of a patch, repair, policy, configuration or maintenance change recommended by Sungard AS, but not approved by Customer; or configurations or architectures that are not supported or recommended by the applicable vendor.
- (f) Failure of the Customer's software or hardware, except where Sungard AS is responsible under the applicable Order for the management or operation of the same, or where such failure results from a breach by Sungard AS of its obligations under the applicable Order.
- (g) In the case of Managed Cloud – Hosted Private Services, issues arising from IOPS performance normalized to anything other than a 4K block size.

"Sungard Availability Services" is a trademark of SunGard Data Systems Inc. or its affiliate, used under license. "MegaVoice," "MetroCenter," "Recover2Cloud," "Secure2Disk" and "Mobile Data Center" are registered marks of Sungard AS or its affiliates. The Sungard AS logo by itself is a trademark of Sungard Availability Services Capital, Inc. or its affiliate.