

Managed Cloud — Azure Service Terms

1. DEFINITIONS

“**Azure Infrastructure Services**” or “**Azure Resources**” or “**Infrastructure Services**” refer to the applicable virtual infrastructure services selected under the Order which are provided by Microsoft, as detailed in the Microsoft Cloud Agreement.

“**Managed Cloud Services**” or “**Services**” is Sungard AS’ access and ability to perform troubleshooting, request fulfillment and changes to Customer’s cloud environment on behalf and at the request of Customer.

“**Service Start Date**” is the date that the first Azure Subscription is established and may differ from the date Customer is provided with credentials to access its Service. This is not the date Customer’s inward-bound migrating assets are available for execution of work. Notwithstanding anything to the contrary in the Order, the billing start date and the Term of the applicable Order shall begin as of the Service Start Date.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Microsoft Cloud Agreement, including the Online Service Terms.

2. MANAGED CLOUD — AZURE MICROSOFT SERVICES

All services provided by Microsoft are covered by the relevant Microsoft Cloud Agreement for the location in which the services are provided. The Microsoft Cloud Agreement in force at the time the Subscription is created or renewed will be valid for the period of that Subscription. Microsoft Cloud Agreements can be found at <https://docs.microsoft.com/en-us/partner-center/agreements>.

In addition to the Microsoft Cloud Agreement, each Microsoft Online Service may have additional Online Service Terms. The terms in effect at the time a Subscription (as such term is defined in the Online Service Terms) is activated or renewed will apply to all usage during that period. Terms are available at <https://www.microsoft.com/licensing/terms/>.

Sungard AS must record that Customer has accepted the terms of the Microsoft Cloud Agreement and also must supply details of this acceptance to Microsoft before any Online Service can be activated. Sungard AS may have to recertify this acceptance periodically and Customer agrees to cooperate with Sungard AS in its efforts to do so. Customer acknowledges that without Customer’s agreement and cooperation, Online Services cannot be provisioned. The required information for the Online Services to be provisioned includes, but is not limited to:

- Customer name and contact information (including end-customer name, telephone number, email address, street, city, state/region, country and zip/postal code)
- Customer consents to Sungard AS’ collection, use and disclosure of this information in accordance with Sungard AS’ Information Security Policy, a copy of which shall be provided on request (as such may be updated by Sungard AS from time to time)

Microsoft offers Online Services under several different Subscription offerings. These include, but are not limited to, Consumption Offering, Online Services Commitment Offering and Software Commitment Offering. Offerings may have differing terms, payment concepts and minimum periods. The types of offering and associated parameters are subject to change over time. Any changes will take effect upon commencement or renewal of each individual Subscription.

Customer may choose to deploy resources from Microsoft which involve a minimum commitment period, including, but not limited to, Microsoft 365 Subscriptions, Azure Reserved Instances, Software Subscriptions, SQL Server Subscription (together or individually these are “Subscriptions”) on the terms offered by Microsoft. ACCORDINGLY, CUSTOMER ACKNOWLEDGES THAT BY PROCURING ANY SUCH SUBSCRIPTIONS IT ENTERS INTO A BINDING COMMITMENT FOR THE APPLICABLE FIXED PERIODS RELATING THERETO (AS SPECIFIED BY MICROSOFT). THEREFORE, SHOULD CUSTOMER WISH TO TERMINATE THE ORDER EARLIER THAN THE

EXPIRATION OF SUCH SUBSCRIPTIONS, SUNGARD AS SHALL CONTINUE TO BILL AND CUSTOMER SHALL CONTINUE TO BE LIABLE FOR ANY FEES RELATING TO SUCH SUBSCRIPTIONS UP UNTIL THE EXPIRATION OF THE APPLICABLE FIXED PERIOD(S) RELATING THERETO.

Sungard AS will grant Customer access to the appropriate portals for administrating the Services, including the addition or reduction of Service quantities that may affect billing. Customer agrees to allow Sungard AS to retain administrative access to all Services at all times. If Sungard AS provides an additional management Service, the portal access available to Customer may be reduced or restricted.

Depending on the Microsoft Online Service used by Customer, Customer will be billed monthly in advance or monthly in arrears. Customer will pay the total charges for the Microsoft Online Services in addition to the applicable management fee as specified on the Order (the “**Management Fee(s)**”). If Customer’s usage of Microsoft Online Services exceeds the total committed amount described in the Order, overage fees will be assessed for both the Microsoft Online Services and the Management Fee at the contracted rate.

2.1. Commencement Date

Each Subscription within Microsoft Online Services will have its own Commencement Date (as such term is defined in the Online Service Terms). This will be the date that the Subscription is created by Sungard AS.

2.2. Minimum Term

Each Subscription Offer within Microsoft Online Services has a defined minimum term. This is controlled by Microsoft. The minimum term will be what is in effect on the Commencement Date of an individual Subscription. Any Service identified as an add-on service will co-terminate at the end of the parent minimum term. Additional quantities ordered within an existing Subscription will not affect the minimum term for that Subscription.

Unless Customer has requested a cancellation, all Subscriptions will auto-renew at the end of the term for a new minimum term. The renewal date will become the new Commencement Date for that Subscription and all terms that are relevant on that date will come into effect.

3. MANAGED CLOUD — AZURE FEATURES

In accordance with the completed customer design requirements (CDR) form, the terms of the Order and any mutually agreed-to amendment to the same, Sungard AS will provide the following managed services (“**Managed Cloud Services**”) in connection with services hosted by Microsoft:

- (a) Creation and configuration of an environment on behalf of Customer.
- (b) Roles-based user access based on a predefined list of roles and responsibilities.
- (c) Configuration, implementation, configuration changes, patch management and installation, availability monitoring, incident management and problem resolution for the environment (as detailed in the Service Guide).

Customer may order changes to resources via the agreed-upon change request procedure as defined and amended from periodically in the Sungard AS Service Guide for Managed Cloud — Azure Services (“**Service Guide**”). Changes to resources will be provided at the then-applicable rates. Any reductions in resources and fees are subject to any applicable minimum quantities or terms in effect for that resource.

For all Managed Cloud Services, Customer may not go directly to Microsoft for any issues relating to the services, service-level questions or requests for remedies. Any queries or issues in relation to the same should be raised with Sungard AS.

Where Customer does not use an automated portal to implement a change, Sungard AS will create/amend any notified quota or subscription changes on behalf of Customer. Sungard AS shall use its reasonable endeavours to make such changes in a reasonable time. At all times, changes to Customer’s environment will

be reflected in the billing from the date the change is completed successfully, which may also include any additional charges incurred by any associated changes to the Sungard AS Managed Cloud Services.

Sungard AS will investigate any errors reported by Customer when the normal method to perform an administrative action on the Microsoft service by Customer does not function as expected. Sungard AS will liaise with Microsoft on Customer's behalf on these issues, including raising support tickets as required.

4. MANAGED CLOUD — AZURE GENERAL TERMS

Customer acknowledges that it is the primary processor and controller of all its data, is solely responsible for the content of all Customer data and will secure and maintain all rights in Customer data necessary for Sungard AS and Microsoft to provide the Services to Customer without violating the rights of any third party, or otherwise obligating Sungard AS or Microsoft to Customer or to any third party. Where applicable, Customer can select which Microsoft region its data will be located. Sungard AS will not move Customer data into another region without Customer's consent, unless required to do so by law or by request of Government agency. Customer warrants that it will process all user data (including Customer Personal Information in accordance with all applicable laws. Customer acknowledges that it is responsible for informing and obtaining consent from its users regarding the processing of their data. Customer is responsible for ensuring that it requests for Sungard AS to take the appropriate action to secure, protect and back up its accounts and content/data in a manner that will provide appropriate security and protection, which might include use of encryption to protect its content/data from unauthorized access and routine archiving of the same.

Customer acknowledges that any Services provided pursuant to these terms are strictly subject to the availability of the same from Microsoft and that any Services and service level agreements relating thereto may be subject to change, suspension or cancellation by Microsoft. This includes the termination or suspension of the Order and Customer's Services immediately if Microsoft or Sungard AS determines Customer is in breach of its obligations under these terms, the Agreement, or any Microsoft policies or terms referenced herein if such termination is necessary to comply with law, a security or intellectual property issue, or if Microsoft no longer permits resale of any service. Sungard AS shall endeavor to give as much prior notice of any change or cancellation of Microsoft Service as is provided by Microsoft. Customer acknowledges and agrees that Sungard AS shall have no liability for a failure to provide the Services or any part thereof where such failure relates to a change or discontinuance by Microsoft.

As part of its continuing commitment to improve and evolve its Services, Sungard AS may periodically make changes, in its reasonable commercial judgment, including, but not limited to, changes to the configuration or equipment comprising the Services or discontinuing part or all of the Services provided that Sungard AS shall notify Customer of any material change to, or discontinuation of, such Services via electronic mail or written notice to Customer's address at least 30 days in advance. If any such change substantially and adversely affects Customer's ability to use the Services, Customer may, within 30 days of Sungard AS' notice to it, terminate the Order with respect to the affected Services by written notice.

BY ENTERING INTO THE ORDER, CUSTOMER ACKNOWLEDGES THAT SUNGARD AS IS SUBSCRIBING TO THE INFRASTRUCTURE SERVICES PURELY FOR AND ON BEHALF OF THE CUSTOMER, ACTING IN ITS CAPACITY AS RESELLER (AS SUCH IS DEFINED IN THE MICROSOFT CLOUD AGREEMENT) OF THE SAME. THE INFRASTRUCTURE SERVICES AND CUSTOMER'S USE THEREOF ARE STRICTLY SUBJECT TO THE MICROSOFT CLOUD AGREEMENT.

CUSTOMER REPRESENTS AND WARRANTS THAT IT AND ITS FINANCIAL INSTITUTIONS, OR ANY PARTY THAT OWNS OR CONTROLS CUSTOMER OR ITS FINANCIAL INSTITUTIONS, ARE NOT SUBJECT TO SANCTIONS OR OTHERWISE DESIGNATED ON ANY LIST OF PROHIBITED OR RESTRICTED PARTIES, INCLUDING, BUT NOT LIMITED TO, THE LISTS MAINTAINED BY THE UNITED NATIONS SECURITY COUNCIL AND THE U.S. GOVERNMENT (E.G., THE SPECIALLY DESIGNATED NATIONALS LIST AND FOREIGN SANCTIONS EVADERS LIST OF THE U.S. DEPARTMENT OF TREASURY, AND THE ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE).

CUSTOMER IS PROHIBITED FROM RESELLING THE INFRASTRUCTURE SERVICES, OR FROM SELLING, TRANSFERRING OR SUBLICENSING CUSTOMER'S SUNGARD AS OR MICROSOFT ACCOUNT CREDENTIALS TO ANY OTHER PARTY (SAVE TO AGENTS AND SUBCONTRACTORS PERFORMING WORK ON CUSTOMER'S BEHALF).

NOTWITHSTANDING ANYTHING STATED TO THE CONTRARY IN THE AGREEMENT (OR ELSEWHERE IN THE ORDER) WITH RESPECT TO: ORDER OF PRECEDENCE, LIMITATIONS OF LIABILITIES OR WARRANTIES AND THEIR DISCLAIMERS, THE PARTIES AGREE THAT THE FOLLOWING TERMS SHALL PREVAIL AND APPLY TO THE SERVICES SET OUT HEREIN:

CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT, OTHER THAN THOSE WARRANTIES AND REPRESENTATIONS MADE BY MICROSOFT IN THE MICROSOFT CLOUD AGREEMENT (AND DOCUMENTS REFERRED TO THEREIN) SHALL BE THE SOLE WARRANTIES OR REPRESENTATIONS IN RELATION TO THE INFRASTRUCTURE SERVICES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNAVAILABILITY, NON-PERFORMANCE OR OTHER FAILURE BY MICROSOFT TO PROVIDE THE INFRASTRUCTURE SERVICES IS THE RECEIPT OF A CREDIT PURSUANT TO THE TERMS OF THE RELEVANT MICROSOFT SERVICE-LEVEL AGREEMENTS AS SET OUT IN THE [SERVICE-LEVEL SECTION BELOW](#).

ACCORDINGLY, SUNGARD AS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE INFRASTRUCTURE SERVICES, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD-PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING CUSTOMER MATERIALS OR THE THIRD-PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUNGARD AS WILL NOT BE LIABLE TO CUSTOMER, AND CUSTOMER RELEASES SUNGARD AS FROM ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA) AS A RESULT OF THE USE OF THE INFRASTRUCTURE SERVICES, MICROSOFT'S PROVISION, MANAGEMENT OR OPERATION OF THE INFRASTRUCTURE SERVICES OR MICROSOFT'S EXERCISE OF ITS RIGHTS IN THE MICROSOFT CLOUD AGREEMENT OR CUSTOMER'S BREACH THEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. MANAGED CLOUD — AZURE SERVICE LEVELS

Customer is entitled to claim service credits from Microsoft via Sungard AS, acting as agent for Customer in its capacity as Microsoft Reseller to Customer for failures of the applicable Online Services in accordance with the published service-level agreements for the applicable services detailed at <https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>. Customer must notify Sungard AS of any service-level requests by the end of the next month after which the service incident occurred. Sungard AS will make a claim on behalf of Customer and will notify Customer of any credits within 60 days of its request for such credits. Notwithstanding the standard treatment of any other service credits that Customer may receive from Sungard AS, confirmed service credits shall be applied only against future purchases of Microsoft Online Services from Sungard AS. Sungard AS accepts no liability to Customer in the event that Microsoft rejects any such service-level request.

6. 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>.