

Managed Storage Services (Ireland) Service Terms

1. MANAGED TIERED STORAGE SERVICE

1.1. Features

Sungard AS will provide Managed Tiered Storage Service at the site designated as the production site ("Production Site"). Managed Tiered Storage Service shall be provided in a Tiered Storage allocation for the amount of storage in gigabytes and in association with the Sungard AS Equipment as specified in the Order.

The Managed Tiered Storage Service includes:

- (a) Installation of multi-protocol connectivity between the Tiered Storage infrastructure and Sungard AS Equipment, each located at the designated site for the provision of tiered storage services.
- (b) Allocation and provision of storage (in gigabytes) from Tiered Storage infrastructure to Sungard AS Equipment and/or Customer Equipment.
- (c) Sungard AS administration of the Tiered Storage infrastructure.
- (d) The initial installation and configuration of storage management software, path management software and device drivers, if applicable, on the Sungard AS Equipment and/or Customer Equipment connected to the Tiered Storage infrastructure when subscribed to Managed OS Service.
- (e) Incident resolution of path management software, storage management software and related device driver software when subscribed to Managed OS Service.
- (f) Configuration of storage volumes and within the limitations of the Tiered Storage infrastructure.
- (g) Periodic updates of host bus adapter (HBA) firmware as may be recommended by the equipment vendor on the Sungard AS Equipment and when subscribed to System Management Services.

If the Managed OS Service is not subscribed to, Customer acknowledges and accepts that a reduced level of Managed Tiered Storage Service shall be provided. This reduced level of service shall be limited to the Sungard AS Equipment and Tiered Storage infrastructure.

Customer accepts that it may need to allow the equipment vendor onto the Tiered Storage infrastructure for the purpose of maintenance and support.

2. VOLUME ENCRYPTION SERVICE

2.1. Features

Sungard AS will provide Volume Encryption Service at the Production Site, which shall be provided from the Tiered Storage infrastructure for the logical unit numbers (LUNs) or Storage Volumes as specified in the customer design requirements (CDR) form. A LUN (or Storage Volume) is an identifiable unit of data storage that is presented to a host server.

Volume Encryption Service can be applied to new or existing Managed Tiered Storage Volumes upon receipt of an accepted Order, ensuring that data is not readable if storage disks are repurposed, misplaced or stolen. Volume Encryption keys are managed by Sungard AS and shall not be provided to Customers under any circumstances. If a Managed Tiered Storage disk fails, Sungard AS removes the disk from the Tiered Storage infrastructure before it is securely destroyed, regardless of whether Volume Encryption Service is provided to the Storage Volumes on the disk.

Volume Encryption Service includes:

- (a) Software-based encryption of individual Storage Volumes as specified by Customer in an Order.
- (b) Evidence in a format, as specified by Sungard AS, to show that Volume Encryption has been applied to the above Storage Volumes.
- (c) Sungard AS management of encryption keys.

Volume Encryption Service is limited to the array and while data is at rest on the disk. The Volume Encryption Service does not provide encryption external to the array or while data is in flight due to reads or writes. When data is backed up or copied from a host server's OS with underlying Volume Encryption Service, the data will not be in an encrypted form. If Volume Encryption Service is added to an existing Storage Volume, data fragments written before encryption may be recoverable until all blocks have been overwritten.

Volume Encryption Service can be removed from Storage Volume(s) upon Customer request.

Should Customer terminate the Managed Tiered Storage Volume Encryption Service, upon deletion of Storage Volumes, all data will be unreadable as encryption keys are destroyed.

2.2. Service-Level Agreements

Target: The target for the Tiered Storage Infrastructure and the Sungard AS Equipment for which the Customer has contracted with Sungard AS for Managed Tiered Storage Service is that they will be operational and available to the Customer 99.99% of the time during each calendar month.

Measurement: Tiered Storage Infrastructure and Sungard AS Equipment availability will be measured using Sungard-AS-provided storage monitoring software. The percentage availability is calculated as follows:

The denominator of the calculation is the total number of hours in a calendar month, minus:

- (a) The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime.
- (b) Any time attributable to the events specified in the General Service Terms.

The numerator is the total number of hours in a month, minus:

- (a) The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime.
- (b) Any time attributable to the events specified in General Service Terms.
- (c) Any other downtime.

The resulting fraction (multiplied by 100) is the percentage of actual Tiered Storage infrastructure and Sungard AS Equipment availability. At times, the Tiered Storage infrastructure and Sungard AS Equipment may be working despite the measurement showing it to be unavailable. In this case, it will be deemed available if the Tiered Storage infrastructure and Sungard AS Equipment is responsive to work requests.

Remedy: If, during any 3- month period, Tiered Storage infrastructure and Sungard AS Equipment availability for two (2) months (consecutive or non-consecutive) falls below the applicable percentage as an average for the month, Sungard AS will credit Customer for each of the two months during which the target was not met. The credit will be 10% of one month's charges then payable by the Customer, specifically for the affected Managed Tiered Storage Service or, if no such charges are specified, 10% of the then-current monthly charges that Sungard AS would charge its customers generally for such services. For the purposes of this remedy, no 3-month period may overlap with another.

Condition for applicability of target and remedy: The target and remedy shall not apply where the Tiered Storage infrastructure and/or Sungard AS Equipment is unavailable due to failure of the System (as defined in above) or due to failure of Network Services into the Managed Tiered Storage Service. The other parts of this clause shall be read subject to this sub-clause.

3. INCIDENT RESOLUTION SERVICES

Incident Resolution Services shall be provided for those devices or Services specified in the Order as covered by Managed Services (whether Equipment Management, Operating System Management or Database

Management Services), LAN Device Management Services, Microsegmentation Services or Managed Firewall Services.

Where Sungard AS detects a problem with an eligible device, Sungard AS will notify Customer's nominated personnel (as previously notified to Sungard AS in writing by Customer for this purpose) of the problem.

Depending upon the categorization of the problem associated with the eligible device, then within the corresponding timescale to respond from Sungard AS' detection or having been notified by Customer of the problem, Sungard AS will engage its then-available technical support personnel to assist (in conjunction with Customer's personnel) in problem diagnosis. Customer shall also, as soon as reasonably possible, make available its personnel to assist in problem diagnosis.

Sungard AS does not give any guarantee or warranty, nor is it a condition of the Agreement that Sungard AS can fix any detected or notified problem with any eligible device within any timescale, as resolution will depend upon the nature and circumstances of the problem, Customer's timely assistance and response times from Equipment and Software vendors. However, where it is can do so, Sungard AS will use its reasonable endeavors to fix the problem as soon as possible and will otherwise liaise with the Equipment and Software vendors, Customer, and Customer's suppliers to enable them to do so. Furthermore, until resolution of the problem, Sungard AS will escalate the problem internally in accordance with the escalation time flow procedures. In its attempts to remedy any problem, Customer shall be liable to pay Sungard AS' charges in relation to provision of any additional Sungard AS Equipment or Software, and any charges or costs levied by maintenance, Software or Equipment vendors that are called upon by Sungard AS to remedy the problem.

4. 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.