

## Private Cloud Service Terms

### 1. DEFINITIONS

**“Always-On VM”** is a specific replication case in which the VM is active on both the primary site and recovery site at the same time.

**“Change Request”** is a ticket request, submitted by the Customer or by Sungard AS on the Customer’s behalf, requesting a specific change to the Private Cloud service.

**“Committed Rate”** is the agreed-upon unit pricing per the rate card in the Order.

**“Failover”** is when Customer’s Protected VMs are physically relocated, in a stateful fashion, to a recovery site as a feature of the Business Continuity service.

**“Failover Event”** is the act of initiating a Failover using the Business Continuity service.

**“Failover Test”** is the initiation of the automated testing capabilities to validate the Business Continuity service for protected VMs.

**“Failback”** is when the Protected VM is relocated, in a stateful fashion, back to the primary site from the recovery site.

**“Flex”** provides Customer with additional resources beyond its then-current allocation to meet spikes in demand.

**“Initial Configuration”** is the initial set of resources and services for Private Cloud for which Customer contracts in the initial Order.

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

**“Network Access”** is the connectivity provided by Sungard AS to the Private Cloud service to enable Customer’s workload network support, access the Cloud Portal and effect management of the Customer’s VDC(s), as appropriate.

**“Primary Site”** is the site in which a Protected VM was provisioned originally and, while not under Failover Event or Failover Test, is the physical location in which the Protected VM resides.

**“Private Cloud Portal”** denotes the user access point for Customer access to its virtual data center (VDC) and is exclusively for the management, provisioning, deprovisioning, modification or adjustment of Customer’s virtual assets located in Customer’s VDC on Sungard AS’ Private Cloud service.

**“Protected VM”** is a Customer-designated VM subscribed to the Business Continuity service, where such a VM will be moved to a physically distinct site, in an automated fashion, in the event of a Failover Test or Failover Event.

**“Recovery Site”** is a functionally equivalent Private Cloud site in a geo-diverse location to which Protected VMs will be relocated in the event of a Failover Event or Failover Test.

**“Revenue Commitment”** is the total monthly monetary amount, net of all discounts, that Customer commits to in consideration for Sungard AS providing the Service over the Term.

**“Service Start Date”** is the date set forth on the Order and may differ from the date Customer is provided with credentials to access its Private Cloud service. This is not the date Customer’s inward-bound migrating assets are available for execution of work.

**“Snapshot”** is a on demand point-in-time service that Customer can use as a recovery point.

**“Usage”** refers to the reported amount of resources, services or management hours used or consumed within the Private Cloud service.

“VDC” or “virtual data center” refers to a logically isolated, single-tenant virtual construct consisting of VMs, vLANs, virtual load balancers and virtual firewalls committed to Customer within which Customer’s workloads are executed.

“VM” refers to a Sungard AS virtual machine.

## **2. FEATURES**

Sungard AS Private Cloud offers multi-tenant hardware (dedicated virtual resources) and/or single-tenant hardware (dedicated cluster) solutions within Sungard AS data centers.

### **2.1. Dedicated Virtual Resources**

Sungard AS will allocate the quantity of vCPUs, RAM and storage for the Initial Configuration. In addition, Customer may, at any time, request additional resources to be allocated by Sungard AS on Customer’s behalf via a Change Request. By requesting these resources, Customer agrees to any additional fees resulting from the additional resource allocation. Customer may, at any time, flex and use up to 120% of the allocated resources without the need to contact Sungard AS. Flex resources will be reported as Usage and billed per the Committed Rate listed in the Order. Flex resources are vCPU, RAM and storage.

### **2.2. Dedicated Cluster**

Sungard AS will provide the quantity of dedicated nodes selected by Customer. In addition, Sungard AS will provide the allocation of vCPUs, RAM and storage available in the cluster, and a secure data center rack enclosure, redundant conditioned power and environmental support for the dedicated nodes. Capacity changes requested for dedicated cluster will require a contractual amendment and may not be requested through a Change Request.

### **2.3. Storage**

All data will be encrypted at rest and Sungard AS will manage the storage encryption keys for the duration of the Service. Customer may elect to use Snapshots at Customer’s discretion. The Snapshot provides for a write of block-by-block changes to a separate file that Customer may revert to or restore, as required, at any time within 72 hours of the initiation of the applicable Snapshot. The Snapshot is an automated service in which any Snapshot created by Customer is retained for a period of time not to exceed 72 hours. At the expiration of the 72nd hour for any given Snapshot, the Snapshot will be deleted automatically and will be permanently unrecoverable. Sungard AS accepts no liability nor gives any warranty, SLA or guarantee of success for any Snapshot restoration effort to Customer’s VM. All Customer-generated VM Snapshots are for Customer’s sole and exclusive use only on Customer VMs and shall not be subject to, or part of, any other Sungard AS service.

### **2.4. Network Services**

Network services will always consist of one high-availability (HA) pair of virtual Edge gateways per VDC that provides firewall and load balancing services as well as other networking functions like VPN and vLANs. Customer is required to implement rule changes and policies based on Customer application requirements. Network Services will always include an on ramp to the Sungard AS network to be used for Business Continuity Services, Backup for Private Cloud, and/or always-on VM replication. Any replication requirements that exceed 10Mbps for always-on VMs must be accounted for separately on the Order.

## **3. ADDITIONAL SERVICES**

### **3.1. Business Continuity Service (“BC”)**

Sungard AS provides BC for Customer’s VMs, which enables Customer’s VMs to Failover to a recovery site. The Protected VMs will resume stateful operation to the operating system tier (with Managed OS Service) or the hypervisor tier (without Managed OS Service) at the recovery site in an automated fashion. BC is always available. Customer may add BC to a production VM at any time, upon which resources to match the production VM will be allocated automatically at the recovery site. After BC is initially enabled on a production

VM, a 24-hour embargo is placed on the VM to allow the associated resources to be allocated automatically on the recovery site. During this embargo period, the newly Protected VM is not considered protected and Sungard AS' BC SLAs do not apply. Data seeding from the production VM to the recovery VM will commence as soon as BC is enabled on a non-Protected VM or, for an already-Protected VM, the RPO tier is changed or the VM is powered on from a powered-off state. Until the seeding process is complete and the VM's replication state shows as "healthy" as indicated in the Private Cloud Portal, the VM is not considered protected and Sungard AS BC SLAs do not apply.

Sungard AS requires that Customer perform two Failover Tests per rolling 12-month period. The 12-month period starts on the date when the first VM has BC protection enabled. If two tests are not performed within the 12-month rolling period, Sungard AS' BC SLAs will not apply. Failover Testing occurs in a network "bubble" that isolates the failed-over test environment, statefully, with all VMs and associated network and storage assets in context; however, the full swing over of the Border Gateway Protocol (BGP) advertised network addresses remains pointed to the production site to avoid disruption of Customer's production environment. During the Failover Test or in an actual Failover, production VMs in a powered-off state will be recovered at the state of the last replication prior to the VM being powered off. Upon Failover, any VMs on the production side that are not protected by BC will no longer be accessible. Recovered VMs can be set with a time delay to facilitate Customer boot order requirements. For the purposes of recovery point objective (RPO) times and Sungard AS' BC SLAs, the delay is not counted, and the RPO and SLA measurement period will begin when the set delay time ends. If any Protected VMs do not adhere to the "Standard Support Guidelines" listed below, the Sungard AS BC SLAs shall not apply:

<b>Standard Support Guidelines (Maximum per VM)</b>
32 vCPU
512GB RAM
15TB storage

### 3.2. Backup for Private Cloud

Backup for Private Cloud provides the following for Customer:

- (a) Initial installation and configuration of default Sungard AS backup software agents to the identified Customer VM backup instances in accordance with the customer design requirements (CDR) form or Change Request.
- (b) Provision of pre-defined default backup policies, encompassing frequency, scheduling and retention for Customer to apply to VM backup instances.
- (c) Ability for Customer to perform ad hoc backup and restore activities on all Customer VM backup instances.
- (d) Where a single copy is selected for any VM, storage of Customer backup data will reside with the primary site.
- (e) Where a dual copy is selected for any VM, storage of Customer backup data will reside at both the primary site and recovery site.
- (f) All data shall be encrypted at rest and Sungard AS will manage the storage encryption keys for the duration of the Service.

Sungard AS is not responsible for data deletions caused by Customer policy changes on active VM backup instances. Customer is responsible for ensuring that enough resource allocation (including compute and storage resources) are available within the Private Cloud service to support data restoration activities, as required.

### **3.3. General Managed Services**

Sungard AS is responsible for operation, maintenance and repair of all underlying hardware and management software used to provide Private Cloud service. At Customer's discretion, Customer may elect to subscribe to the following optional Managed Services at the Committed Rate indicated in the Order.

### **3.4. Managed OS**

Managed OS Service is for Customer-selected VMs (within the Private Cloud service). Managed OS is billed per VM subscribing to Managed OS at the Managed OS Committed Rate indicated in the Order. Sungard AS will:

- (a) Provide the number of contracted-for operating systems.
- (b) Provide the initial operating system build and operating-system-level backup configuration. Operating system configuration changes are completed based on Customer's Change Request.
- (c) Manage the system administration security access (e.g., root or administrator access).
- (d) Select and install the antivirus software and maintain updated definitions.
- (e) Provide monitoring, Customer-notification and installation of patches in accordance with the Sungard AS Patching Policy, as updated periodically.
- (f) Provide assistance with the resolution of detected operating system failures.

VMs that are part of Managed OS will be subscribed automatically to the Backup for Private Cloud service. If OS backup is removed for any reason, Managed Services SLAs will not apply.

### **3.5. Managed IT**

Managed IT services are for all VMs (within the Private Cloud service) and includes any VM, networking and storage operations. Managed IT is billed per the total number of VMs at the Managed IT Committed Rate indicated in the Order. Sungard AS will provide operations on behalf and at the request of Customer. Managed IT does not cover requests that fall under a separate Managed Service (i.e., Managed OS, Managed Recovery and Managed Backup for Private Cloud) and does not include any migration services. Subscribing to Managed IT does not remove or restrict any available Customer self-service operations and, as such, Sungard AS is not responsible for any actions or results due to Customer acting on their own behalf.

### **3.6. Managed Recovery**

Managed Recovery services are for each VM (within the Private Cloud service) with BC enabled. Managed Recovery is billed per the total number of VMs at the Managed Recovery Committed Rate indicated in the Order. Sungard AS can manage the BC for Private Cloud identified in the Order in accordance with the Customer-completed CDR form. Sungard AS will provide recovery operations on behalf and at the request of Customer. Managed Recovery does not cover requests that fall under a separate Managed Service (i.e., Managed OS, Managed IT and Managed Backup for Private Cloud) and does not include any migration services. Subscribing to Managed Recovery does not remove or restrict any available Customer self-service operations and, as such, Sungard AS is not responsible for any actions or results due to Customer acting on their own behalf.

### **3.7. Managed Backup for Private Cloud**

Managed Backup for Private Cloud services are for each VM (within the Private Cloud service) with Backup enabled and includes backup and restores. Managed Backup can be added to and configured on a VM-by-VM basis; however, the Managed Backup service must be entirely Customer self-managed or entirely Sungard AS managed. Managed Backup applies to all Customer's backup VMs. Customer is billed per the total number of VMs at the Managed Backup Committed Rate per VM as indicated in the Order.

- (a) Sungard AS installation and configuration of the Sungard AS-provided backup software (including agents, if applicable) in accordance with the CDR form or Change Request.

- (b) Sungard AS implementation of Customer identified backup policies, encompassing frequency, scheduling and retention, for Customer VM backup instances in accordance with the CDR form or Change Request.
- (c) Retention of backed up data in accordance with the CDR form or Change Request.
- (d) Scheduling of backup activities for the identified Customer VM backup instances in accordance with the CDR form or Change Request.
- (e) Customer can perform ad hoc restore activities on all Customer VM backup instances.
- (f) Monitoring of backup activities for all Customer VM backup instances and detection of backup activity failures and subsequent remediation and re-performance.
- (g) If dual copy is requested on the CDR form or a Change Request, scheduling and monitoring of replication and storage of the Customer backup data to a recovery site at the frequencies identified in the CDR form.
- (h) Facilitate a single initial data restoration test of a single successfully backed up file to a Customer designated target location within the Private Cloud service.
- (i) The Private Cloud standard daily backup window begins at 6PM in the time zone where Customer VM backup instances are located and ends at 6AM in the same time zone the following day.
- (j) Due to data backup size and associated bandwidth requirements, Sungard AS does not guarantee that full backups will be scheduled on a particular day, that they will be completed within scheduled backup window(s) or that data restoration will occur within a defined period of time.
- (k) Subscribing to Managed Backup for Private Cloud restricts Customer self-service to ad hoc restores only.
- (l) Sungard AS is not responsible for backup or recovery failures caused by Customer maintenance, Customer's failure to adhere to Sungard AS' Services Guide, Customer use of or changes to Sungard AS backup scripts or procedures, or Customer application failures.
- (m) Data restoration requests attributable to data loss or corruption are included. Any additional requests may incur Managed services per-hour fees at the Committed Rate indicated in the Order.
- (n) Managed Backup for Private Cloud does not cover requests that fall under a separate Managed Service (i.e., Managed OS, Managed IT and Managed Recovery).

### **3.8. Managed Service in Hours**

This section applies to requests made by Customer for action to be taken by Sungard AS within the Private Cloud service on behalf and at the request of Customer that are not included in the applicable Managed Service selected by Customer. Sungard AS will provide commercially reasonable efforts to provide the requested service at the hourly Managed Services Committed Rate, as indicated on the Order. Customer is solely responsible for the accuracy of any request. Any effort required by Sungard AS in the troubleshooting or debugging of services is subject to the Managed Service in hours Committed Rate. Managed Services requests only apply to operations inherent to the Private Cloud service and cannot be used for any other operations or Sungard AS services including, but not limited to, MRP, recovery solutions outside of Private Cloud BC or migrations. Sungard AS retains the absolute right, in its sole discretion, to deny any Change Request submitted by Customer for any reason.

### **4. PRIVATE CLOUD SERVICE GENERAL TERMS**

- (a) By requesting additional resources or adding services, Customer is responsible for any additional fees associated with the additional resources or services used at the Committed Rate as indicated on the Order.
- (b) Sungard AS is not responsible for any changes, configuration or policies that result from Customer self-service activities taken by Customer or implemented by Sungard AS on the express instruction of Customer including, without limitation, any incident, outage or problem ticket nor any damages, SLA claims or service degradation resulting (directly or indirectly) therefrom.
- (c) Private Cloud is designed to be available 24/7, subject to maintenance.

- (d) Private Cloud service may require third-party-enabling software that Customer downloads to its systems to facilitate use. Customer may use enabling software only in connection with use of the Private Cloud service and according to any applicable licensing terms.
- (e) As part of its continuing commitment to improve and evolve its Services, Customer acknowledges that Sungard AS may, from time to time, make changes, in its reasonable commercial judgment and sole discretion, including, but not limited to, changes to the configuration or equipment comprising the Private Cloud services. If Sungard AS elects to discontinue all or a material part of the Services, Sungard AS shall notify Customer no less than 90 days in advance of such changes. If Customer reasonably believes that such change substantially and adversely affects Customer's ability to use the services it may, within 30 days of Sungard AS' notice to it, terminate the applicable Order with respect to the affected services by written notice.
- (f) Sungard AS may deploy technology to support Sungard AS' internal monitoring and reporting platform. The settings and configurations associated with such technology will be managed and maintained by Sungard AS. Sungard AS is not responsible for failing to meet a relevant SLA due to Customer modifications to the settings, accounts or configurations of such technology.
- (g) Additional information on Services can be found in the Private Cloud service guide in the Private Cloud Portal.
- (h) Sungard AS reserves the right to make, at its sole discretion, additions and deletions to third-party software provided in conjunction with delivery of the Service and/or suspend or interrupt the Services to prevent any breach or misuse of such third-party licenses.
- (i) All references to an "Order" shall be deemed to include (a) online orders for Services that Customer submits or accepts on the Private Cloud Portal, (b) any Services requested via Change Request, (c) Customer's use or provisioning of the Services through the Private Cloud Portal or an API on such a site, or (d) an Order, or amendment or addendum to an Order, signed by the parties.

## **5. BILLING FOR PRIVATE CLOUD**

Billing for the Initial Configuration commences as of the Service Start Date. The Revenue Commitment plus additional Usage fees, if any, will be invoiced by Sungard AS monthly in arrears at the billing address defined in the Order. All available Private Cloud services are listed in Order along with the corresponding Committed Rate. The Committed Rate is used to calculate usage fees for any Private Cloud resources or services allocated or consumed. The daily rate for Usage calculations is calculated by taking the Committed Rate multiplied by 12 and divided by 365.

## **6. SERVICE MANAGEMENT VIA THE PRIVATE CLOUD PORTAL**

Customer is solely responsible for any (and all) provisioning, deprovisioning, modification, addition, deletion, adjustment and any other accessible actions or activities that occur in the Private Cloud Portal. Upon the Customer-initiated termination of one or more of the Private Cloud services as listed on the rate card, Customer must log onto the Private Cloud Portal and terminate, deprovision or otherwise cause to cease subscription to the applicable Service(s), including, but not limited to, deletion of any Customer data stored on any disk volumes. Any data remaining after termination of the applicable Service(s) shall be considered abandoned by Customer and Sungard AS will delete such abandoned data with-in thirty (30) days of termination of the applicable Service.

## **7. SELF-SERVICE**

Customer is responsible for providing and maintaining, at all times during the term of the Agreement, the external network access necessary for the Customer's use of the Private Cloud Portal. Customer is solely responsible for determining whether Customer's environments are configured in a secure manner and for the compliance related to the manner in which the Private Cloud Portal is used or accessed by Customer or its authorized users.

## 8. SERVICE-LEVEL AGREEMENTS (SLAS)

<b>VM Availability — Hypervisor – 99.99%</b>	
Agreement	For all VMs for which Customer manages the OSs, no Private Cloud VM instance shall be available for less than 99.99% at the hypervisor tier.
Remedy	<p>If Sungard AS fails to meet the VM Availability SLA at the hypervisor tier, Customer is entitled to a credit as set forth below:</p> <p>VM Availability – Hypervisor uptime:</p> <ol style="list-style-type: none"> <li>Less than 99.99% but greater than or equal to 99.95% = 10% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> <li>Less than 99.95% but greater than or equal to 99.90% = 20% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> <li>Less than 99.90% = 30% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> </ol>
<b>VM Availability – Managed OS – 99.99%</b>	
Agreement	All VMs receiving Private Cloud Managed OS (i) that have root or admin privileges administered and controlled exclusively by Sungard AS, (ii) where the OS is vendor-supported and identified in the Sungard AS' Supported OS Policy, and (iii) that has had patches applied in accordance with the Sungard AS Patching Policy, no Private Cloud VM instance shall be available for less than 99.99% at the OS tier.
Remedy	<p>If Sungard AS fails to meet the VM Availability – Managed OS SLA at the OS tier, Customer is entitled to a Service credit as set forth below:</p> <p>Managed OS availability uptime:</p> <ol style="list-style-type: none"> <li>Less than 99.99% but greater than or equal to 99.95% = 10% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> <li>Less than 99.95% but greater than or equal to 99.90% = 20% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> <li>Less than 99.90% = 30% credit against the monthly charges payable for the service of the affected VM for the duration of the outage.</li> </ol>
<b>Cloud Portal Availability – 99.99%</b>	
Agreement	The Private Cloud portal will be available 99.99% of the time.
Remedy	If Sungard AS fails to meet the Private Cloud Portal SLA, Customer is entitled to a credit equal to 2.5% of the Private Cloud Services monthly charge for that month.
<b>Backup for Private Cloud Infrastructure Availability – 99.99%</b>	
Agreement	For the Backup for Private Cloud infrastructure, the infrastructure will be available 99.99% of the time.

Remedy	If Sungard AS fails to meet the Backup for Private Cloud infrastructure SLA, Customer is entitled to a credit equal to 2.5% of the Backup for Private Cloud Services monthly charge for that month.
<b>Managed Backup for Private Cloud – 98%</b>	
Agreement	For Customer-protected instances using Managed Backup for Private Cloud, after the initial backup has been successfully completed, those instances will be backed up successfully 98% of the time measured on a monthly basis by computing the number of successful jobs (based on the job exit codes) divided by the total schedule backup jobs configured, excluding failures that were: <ul style="list-style-type: none"> <li>a. Subsequently successfully completed within 24 hours of the initial failure.</li> <li>b. Caused by an OS or application being open or in use during the backup window.</li> </ul>
Remedy	If Sungard AS fails to meet the Managed Backup for Private Cloud success rate for 2 months in any 3 consecutive month period, Customer is entitled to a credit equal to the percentages identified in the table below for each month in which the failure occurred:  Managed Backup for Private Cloud success rate service credit (% of Backup for Private Cloud service’s monthly charges) <ul style="list-style-type: none"> <li>a. Less than 98% but greater than or equal to 94% = 6%.</li> <li>b. Less than 94% but greater than or equal to 93% = 8%.</li> <li>c. Less than 93% = 10%.</li> </ul>
<b>Managed Backup for Private Cloud Response</b>	
Agreement	For Managed Backup for Private Cloud, Sungard AS will acknowledge Customer requests for support or changes related to Managed Backup for Private Cloud Service within 1 hour of receiving the request during Sungard AS’ standard business hours and within 4 hours outside of Sungard AS’ standard business hours. This SLA does not cover completion of the requested activity within the committed response time.
Remedy	If Sungard AS fails to meet the response time SLA, Customer is entitled to a credit equal to 2.5% the Backup for Private Cloud Services monthly charges for the month in which the failure occurs.
<b>Customer Notification for Unavailability – 15 Minutes</b>	
Agreement	Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted reasonable preliminary investigation verifying that the Private Cloud Services monitored by Sungard AS are unavailable.
Remedy	If Sungard AS fails to meet the notification SLA, Customer is entitled to a credit equal to 2.5% of the Private Cloud service monthly charges for each failure in that month.
<b>BC Recovery Point Objective (RPO) and Recovery Time Objective (RTO) SLA</b>	



<p>Agreement</p>	<p>For all Private Cloud VMs with Private Cloud BC protection enabled and for which the same VMs have been tested successfully twice in the 12 months prior to a failover event, have no more than 15TB of storage per VM and do not exceed the VM limitations as set forth in the Service Catalog Items for Business Continuity table in the Private Cloud Service Guide, in the event that a failover event is made by Customer or Sungard AS, the Private Cloud BC-protected VM data will be consistent within 15 minutes of the RPO/RTO tier window selected by the customer.</p> <ol style="list-style-type: none"> <li>30-minute RPO/2-hour RTO – RPO + 15 minutes (45 minutes)/RTO + 15 minutes (135 minutes).</li> <li>4-hour RPO/4-hour RTO – RPO + 15 minutes (255 minutes)/RTO + 15 minutes (255 minutes).</li> <li>8-hour RPO/8-hour RTO – RPO + 15 minutes (495 minutes)/RTO + 15 minutes (495 minutes).</li> <li>24-hour RPO/12-hour RTO – RPO + 15 minutes (1455 minutes)/RTO + 15 minutes (735 minutes).</li> </ol> <p>Any Customer-configured time delays (e.g., a boot sequence time delay through a vApp) do not count as part of the RPO/RTO target. For the purposes of the BC RPO/RTO SLA, SLA targets start after the Customer-configured time delays ends.</p>
<p>Remedy</p>	<p>If Sungard AS fails to meet the BC RPO/RTO SLA, Customer is entitled to a credit equal to the percentages identified in the table below for each month in which the failure occurred.</p> <p>The BC RPO/RTO SLA service credit % (% of Private Cloud BC service’s monthly charges of the protected VM)</p> <ol style="list-style-type: none"> <li>Greater than 15 minutes but less than or equal to 30 minutes = 25%.</li> <li>Greater than 30 minutes but less than or equal to 1 hour = 50%.</li> <li>Greater than 1 Hour = 100%.</li> </ol>

Notwithstanding anything to the contrary, including the General Service Terms, the following terms apply to all the SLAs above:

- If Sungard AS fails to meet the same SLA three times within any 12-month period, Customer may terminate the affected Service by providing Sungard AS advance written notice no later than 60 days following the third documented SLA failure.
- All 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 15% of the monthly charges of the Private Cloud service for the month in which the failures occurred.
- Credits and termination rights accrue solely with respect to the root or primary SLA failure only 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 breach of the Agreement by Customer, its employees, subcontractors or agents (“Customer Representatives”).
- 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).
- 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. Scheduled maintenance on Sungard AS' shared infrastructure, applications and platforms ("Lifecycle Maintenance") currently is scheduled every third Sunday during the hours of 1AM and 6AM (local time to the platform infrastructure) and no further notice to Customer is required. If Sungard AS changes its Lifecycle Maintenance window, Sungard AS will provide Customer with 30 days' advance notice.

- (d) 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.
- (e) 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.

## **9. 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>.