PURCHASE ORDER GENERAL TERMS & CONDITIONS

1. **AGREEMENT FORMATION**. "Sungard" shall mean Sungard Availability Services, LP or its Affiliate (any entity that controls, is controlled by or is under common control with Sungard Availability Services LP), whichever is submitting the purchase order. Sungard's purchase order, which references Sungard's Terms and Conditions, together with these General Terms & Conditions and any materials attached thereto or incorporated by referenced therein by Sungard, (collectively the "PO"), constitutes the entire and exclusive agreement between Sungard and the seller identified on the face of the purchase order (the "Seller") with respect to its subject matter of the purchase order. Unless otherwise specifically agreed to in writing by Sungard's authorized representative, Sungard objects to, and is not bound by, any term or condition that differs from or adds to this PO. Seller's commencement of performance or acceptance of this PO in any manner shall conclusively evidence acceptance of this PO as written. In the event of a conflict between the terms and conditions in the following documents, the conflict shall be resolved in accordance with the following descending order of precedence, with (for the avoidance of any doubt) the first document in the following sequence taking priority over the rest and the next taking priority over the one that follows: (1) the terms and conditions specified in a master agreement between Sungard and the Seller covering the Products; (2) the terms and conditions specified on the face of the purchase order; and (3) these General Terms & Conditions.

2. **PRICES AND PAYMENT**. The price for the goods and services ("Product") includes and itemizes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Seller will not invoice Sungard until Seller completes delivery of the Product. Sungard will pay Seller the fees specified in an undisputed invoice within ninety (90) days of its receipt. Sungard's payment to Seller, irrespective of when made, shall remain contingent upon Sungard's receipt and acceptance of the Product. Sungard may withhold funds due Seller hereunder prior to final payment, without interest, until Seller shows payment and release of all duties, taxes, liens, claims, charges, and obligations arising by operations of law or otherwise out of its performance of the work hereunder or to satisfy any provisions of law relating to claims against Seller.

3. **DELIVERY**. Time is of the essence in Seller's provision of Product. Seller will preserve, pack, package and handle all goods so as to protect them from loss or damage and in accordance with reasonable commercial practices, all applicable laws, and as required by any Sungard provided specific instructions. Delivery of any Product shall not be deemed completed until actual receipt and acceptance by Sungard. Notwithstanding any Sungard agreement to pay freight, transportation charges, or to make payment or advances on account, title and the risk of loss or damage to goods shall be on Seller until the Products are received and accepted by Sungard. Sungard's count of items will be final and conclusive on all shipments. Items delivered in error shall be returned at Sungard's option and at Seller's expense. Seller will promptly repair or replace any rejected Products and shall promptly re-perform any rejected service-Products, at Seller's sole cost and expense. Any and all costs incurred by Sungard in connection with the return of Products rejected by Sungard as defective, shall be reimbursed to Sungard or offset by Sungard, at Sungard's discretion.

4. **WARRANTY**: With respect to the Products, Seller warrants that i) Products that are goods are new; ii) it has good and merchantable title , iii) they are free from any and all liens and encumbrances, iv) they shall conform to the description and applicable specifications and samples; v) Products that are services shall be performed by employees or agents of Seller who are experienced and skilled in their profession and in accordance with industry standards; and vi) they do not infringe or misappropriate any U.S. or foreign patent, copyright, trademark or any other intellectual property right.. Seller warrants that if any Product furnished by Seller hereunder fails to conform to the prescribed specifications or is otherwise found to be defective within 1 year from date of initial operation or usage, but not to exceed 18 months from date of receipt by Sungard, such Product shall be promptly repaired, replaced or re-performed at Seller's expense and at no additional charge to Sungard.

5. **TERMINATION AND CANCELLATION**. The PO will remain in effect with respect to any Statement of Work or similar document ("SOW") already issued prior to expiration of the term of the PO until such SOW is either terminated or completed and accepted. Sungard may terminate this PO, any SOW, or both at any time, for no or any reason, upon 15 days written notice to Seller, upon receipt of which Seller will inform Sungard of the extent to which it has completed performance and will collect and deliver to Sungard whatever deliverables and work in progress then exists. Sungard will pay Seller for all work performed and accepted through the effective date of the termination, which will not exceed the payment that would have become due had Seller completed and Sungard had accepted the work. Either party may terminate this PO, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of written notice of the breach. Sungard shall have no further payment obligation to Seller under any terminated SOW if Sungard terminates the PO under this Section. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the PO shall survive the PO expiration or termination.

6. **COMPLIANCE WITH LAWS, SECURITY AND POLICIES**. Seller, at its expense, will obtain and maintain all permits, licenses and other authorizations required by applicable law and will abide by all applicable local and national laws and regulations. Seller shall comply with all the rules and regulations established by Sungard or Sungard's customer for access to and activities in and around premises controlled by Sungard or Sungard's customer. In addition, Seller will comply with (and ensure its personnel and contractors comply with) Sungard's Acceptable Use Policy (found at http://www.sungardas.com/en/about/acceptable-use-policy/), and the policies set forth in Sungard's Data Security Annex, Data Privacy Annex and Expense Policy Annex, which can be found at http://procurement.sungardas.com/ .

7. **LIABILITY AND INDEMNITY**. Seller will defend and indemnify Sungard and its directors, employees, officers, and shareholders, and hold them harmless, against third-party claims arising from or relating to Seller's provision of Product under this PO (including alleged infringement or misappropriation by Seller or the Product), or to Seller's noncompliance with a law or regulation; and will pay costs, expenses (including reasonable attorneys' fees), and damages awarded against Sungard, or settlements agreed, on account of such claims.

IN NO EVENT WILL SUNGARD BE LIABLE TO SELLER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THE PO OR OTHERWISE, SUNGARD WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THE PO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT SUNGARD PAID TO SELLER UNDER THE PO IN THE 12 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY, EXCEPT THAT NOTHING IN THE PO LIMITS SUNGARD'S DIRECT LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

8. **INSURANCE**. Seller shall procure and maintain insurance from a Provider with an A.M. Best rating of A-, Size IX or better, at its expense, with limits not less than: a. Employer's Liability Insurance and Worker's Compensation Insurance, including coverage for occupational injury, illness and

disease, in accordance with the laws of the state in which the Services will be performed, with minimum limits per employee and per event of $1,000,000 or the minimum limit required by law, whichever limit is greater; b. Comprehensive General Liability Insurance, including Products, Completed Operations, Premises Operations, Bodily Injury, Personal and Advertising Injury, Broad Form Contractual and Broad Form Property Damage liability coverage, on an occurrence basis, with a minimum combined single limit per occurrence of $2,000,000 and a minimum combined single aggregate limit of $2,000,000; this coverage will be endorsed to name Sungard and its Affiliates as additional insureds; c. Professional Liability insurance, insuring Seller for Errors and Omissions, with limits of at least two million dollars ($2,000,000) for each occurrence; d. Automobile Liability insurance with limits of at least two million dollars ($2,000,000) combined single limit for bodily injury and property damage for each occurrence, covering all owned, hired and non-owned vehicles; e. "All Risk" Property Insurance for replacement value covering all Seller property brought into a Sungard or Sungard Customer facility; f. Commercial Crime Insurance, including blanket coverage for Employee Dishonesty, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Seller, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of $1,000,000. The insurance coverage specified in Section 8 will **(i)** be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance that may be maintained by Sungard; and **(ii)** will include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding Sungard. Seller will ensure that **(i)** all approved subcontractors maintain insurance coverage described above naming Sungard as an additional insured or loss payee where relevant; or **(ii)** all approved subcontractors are endorsed as additional insureds on the insurance coverage specified in this Section 8. Should Sungard so request, Seller shall supply certificates evidencing coverage of such insurance during the term of this Purchase Order. The insurance requirements set forth herein shall not in any way limit the Seller's liability arising out of this PO or otherwise.

9. **INDEPENDENT CONTRACTOR**: The Parties intend their rights and obligations to be those of independent contractors under the common law. They agree that Seller: (a) has the right to control and direct the details and manner or means by which its employees, agents, and subcontractors ("Personnel") perform Services; (b) will (i) have sole and exclusive discretion to hire, promote, terminate, discipline or reward any of its Personnel; (ii) pay each of its Personnel's wages; (iii) deduct federal, state, and local taxes, and FICA contributions; and (iv) pay the workers' compensation coverage required by applicable law. Seller's Personnel will not be deemed employees of the Sungard for any purpose, including with respect to participation in the Sungard's employee benefits plans. Seller will have no authority (and will not represent to any third party otherwise) to enter into any contract (written or verbal), make any statement, or perform any act on Sungard's behalf, or to bind it legally to any third party.

10. **CONFIDENTIALITY AND OWNERSHIP**: "Confidential Information" means a disclosing party's proprietary or non-public information, including, but not limited to a party's intellectual property, trade secrets and other intangible assets pertaining to the creative works, inventions and ideas of a party or a third party and the terms of this PO. It does not include information (a) lawfully received from third parties without confidentiality obligations to the disclosing party; (b) in the public domain; or (c) developed without reliance on the non-disclosing party's Confidential Information. Each party will use the other's Confidential Information solely to perform its obligations under the PO. Accordingly, each party will disclose the other's Confidential Information only to those of its agents, contractors, and employees who need to know the Confidential Information for purposes of performing this PO, *provided that* they are legally bound, in writing, not to disclose the other party's Confidential Information except as permitted by this PO. Each party will hold the other party's Confidential Information in confidence and will take all reasonable security measures to protect the other's Confidential Information against unauthorized disclosure. Sungard shall own all creative ideas unique to services or goods purchased hereunder and materials, sketches, layouts, tooling, molds, dies, negatives, photographs, designs, blueprints, or specifications relating to the Product purchased. Sungard may copy or reproduce any and all goods or services purchased here for any and all purposes and may use the same in any and all media as often as it may so desire. Seller neither gains nor receives any rights in Sungard information, materials or goods by virtue of this PO.

11. **FORCE MAJEURE**: Neither party will be liable for a delay or failure in its performance caused by an occurrence beyond its reasonable control.

12. **ASSIGNMENT & SUBCONTRACTING**: Sungard may assign this PO to any of its Affiliates (defined as any entity that controls, is controlled by or is under common control with Sungard), any business entity into which it merges, any business entity acquiring it, a substantial portion of its assets or line of business, or to a divested entity in connection with a divestiture by Sungard of an entity or one of its business units. Any assignment or other transfer of any right or obligation under this PO by Seller without Sungard's prior written consent is void as a matter of law. If Sungard consents to the use of a subcontractor, Seller will guarantee and remain liable for the performance of all subcontracted obligations, be liable for its subcontractors' acts and omissions, and make all payments to its subcontractors. There are no third party beneficiaries to this PO, except Affiliates where expressly stated.

13. **MISCELLANEOUS**: The parties agree that this PO sets forth their entire understanding and there are no promises or understandings other than those stated herein. No amendment, modification or supplement to this PO shall be binding unless it is in writing, signed by an authorized representative of the applicable party. All notices under this PO shall be in writing and addressed to Sungard or Seller as the case may be, and directed to the individuals specified on the face of this PO. This PO is to be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of law rules thereof. This PO excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any approval of Sungard shall not relieve Seller of any duty, responsibility or obligation imposed on it by any provision of the PO. No waiver by either party of any breach of any of the covenants or conditions herein contained, performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition. The invalidity, illegality and unenforceability of any provision(s) of this PO shall in no way affect or impair the validity, legality and enforceability of the remaining provisional hereof.