Server Services Service Terms

1. SERVER SERVICES

1.1. Monitoring Services

1.1.1. Features

Monitoring Services include the provision of one or more of the following:

Device, Database Platform, Application, Standard Website or Enhanced Website Monitoring Services (as described below) and include:

(a) Provision of the monitoring rules for availability of monitored items(s).
(b) Sungard AS implementation of monitoring rules provided by Customer for the requested device(s), database(s), OS(s) or website(s).
(c) 24x7x365 monitoring for alerts generated by the Monitoring Service.
(d) Notification to Customer of monitoring alerts that may include a service-impacting event.

Customer shall return all correctly completed documentation required by Sungard AS to implement the Monitoring Services. Monitoring Services are provided within a measurement period ("polling period") in which the monitoring system detects resource availability or resource usage. Upon occasion, monitored resources may reset completely within the polling period for that service and, therefore, may not be detected. In the event more than one instance or partition of an OS or application is running on a monitored device or server, the Sungard AS monitoring "unit" is per instance instead of per device or server. Unless otherwise contracted for, Monitoring Services do not include Customer equipment or Customer software maintenance, equipment replacement, software upgrades or technical assistance for problem resolution.

1.1.2. System Availability Service-Level Agreement

Target: The target is for Sungard AS to notify Customer of detected alerts monitored by Sungard AS within fifteen (15) minutes of Sungard AS' determination that such items are unavailable.

Measurement: Sungard AS will record the time taken to notify Customer of detected alerts.

Remedy: During a calendar month, for each instance that Sungard AS fails to meet the notification target, Customer shall be entitled to a credit equivalent to one (1) Day's Credit, subject to a maximum of eight (8) Days' Credit per calendar month. A "Day's Credit" is the pro rata daily amount of the appropriate annual (or other periodic) fee payable by Customer specifically for the Monitoring Services or, if no such fees are specified, the pro rata daily amount of the fees that Sungard AS would charge its customers generally for such services.

Condition for applicability of target and remedy: The target and remedy shall not apply where Sungard AS has taken reasonable measures to contact Customer but has nevertheless not been able to do so. In the event that Customer notifies Sungard AS regarding the unavailability of monitored items prior to the expiry of the 15-minute notification target period, the remedy shall not apply. The other parts of this System Availability Service-Level Agreement shall be read subject to this sub-clause.

1.2. Reporting Service

Where contracted for, Sungard AS will provide access to online reports relating to activities and incidents for the contracted Device, Platform, Database Application and Standard (but not Enhanced) Website Monitoring Services.

SOLGL021; 29 July 2021

1.3. Application Monitoring Services

Sungard AS will provide the Application Monitoring Service for the number of applications within the Customer software specified in the Order. Application Monitoring Services include the provision and installation of a monitoring agent.

1.4. Database Monitoring Services

Sungard AS will provide Database Monitoring Services for the number of servers included within the equipment and the number of database instances (MS SQL or Oracle) specified in an Order. Database Monitoring Services include:

(a) Provision and installation of a monitoring agent.
(b) Monitoring of core database systems and component availability that may indicate immediate or potential failures of the system database and core database services availability.

1.5. Monitoring Services: Device

1.5.1. Features

Sungard AS will perform the following for the number of devices identified in the Order:

(a) Monitor the ability of the device network interface card (NIC) to respond to Internet Control Message Protocol (ICMP) and Simple Network Management Protocol (SNMP) requests.
(b) Monitor device power availability and fan status.
(c) Monitor the central processing unit (CPU), memory, temperature and WAN interface thresholds identified in the completed customer design requirements (CDR) form.
(d) Customer notification if the Monitoring Services detect non-responsiveness or exceeded thresholds.

1.6. Monitoring Services: Server

1.6.1. Features

Sungard AS will perform the following for the number of servers and OS partitions, each as identified on the Order:

(a) Monitor the ability of the device NIC identified in the completed CDR form to respond to ICMP and SNMP requests.
(b) Monitor device power availability and fan status.
(c) Monitor the CPU, memory, temperature and WAN interface thresholds identified in the completed CDR form.
(d) Monitor the system log for critical-level messages (Unix), event log (Windows), file system — up to five processes — and paging space thresholds, each as identified in the completed CDR form.
(e) Customer notification if the Monitoring Services detect non-responsiveness or exceeded thresholds.

1.7. Monitoring Services: Database Server

1.7.1. Features

Sungard AS will perform the following for the number of servers and databases, each as identified in the Order:

(a) Monitor database availability and database errors, and archive log availability.
(b) Monitor the table space and table extent usage thresholds identified in the completed CDR form.
(c) Customer notification if the Monitoring Services detect non-responsiveness, errors or exceeded thresholds.

SOLGL021; 29 July 2021

1.8. Monitoring Services: Exchange Server

1.8.1.　Features

Sungard AS will perform the following for the number of servers and Exchange instances identified in the Order:

(a) Monitor Exchange service and mail store availability, and log errors.
(b) Customer notification if the Monitoring Services detect non-responsiveness, errors or exceeded thresholds.

1.9. Monitoring Services: Web Server

1.9.1.　Features

Sungard AS will perform the following for up to five URLs per server identified in the Order:

(a) Monitor HTTP-GET status codes (other than 200, 301 and 302) and URL failure to respond to an HTTP GET request within 45 seconds.
(b) Customer notification if the Monitoring Services detect non-responsiveness or failures lasting longer than 45 seconds.

1.10.　Monitoring Services: Web Server with Transactions

1.10.1.　Features

Sungard AS will perform the following for the number of transactions identified in the Order:

(a) Development of a specific URL sequence and polling frequency to monitor transactions containing as many as five steps executed on a single server, each as identified in the completed CDR form.
(b) Monitoring and Customer notification of transaction failures.

1.10.2.　General

Transactions using URL sequences that depend upon Javascript cannot be monitored.

Customer will provide a technical contact to assist Sungard AS in the development of each transaction.

1.11.　Platform Monitoring Services

Sungard AS provides Platform Monitoring Services for the number of servers and the number of OS partitions specified in the Order as covered by such Services. Platform Monitoring Services include:

(a) Provision and installation of the monitoring agent.
(b) Monitoring of CPU, memory and file system usage as well as system and IP port availability.

1.12.　Managed Antivirus Services

Sungard AS will provide Managed Antivirus Services (AVS) for the number of managed OS servers or instances that Sungard AS manages as specified in the Order as covered by such Services.

Managed Antivirus Services include:

(a) Installation and configuration of Sungard AS software on Sungard AS Managed OS server or instance in accordance with Sungard AS' standard minimum configuration.
(b) Identification by the software of software patches.
(c) Ongoing signature updates.
(d) Notification of software updates.

Customer is responsible for the testing of all software patches that are identified as available for installation as part of the Services prior to Sungard AS installing on the live managed OS server.

　　　　　　　　　　　　　　SOLGL021; 29 July 2021

Customer is responsible for removing or deleting any identified or infected files on Customer servers.

Customer acknowledges that Sungard AS uses software provided by a third party for the provision of Managed Antivirus Services. Customer confirms that:

(a) It will not contact the subcontractor directly, otherwise Sungard AS shall be entitled to charge Customer the cost that Sungard AS incurs from the subcontractor.
(b) The Managed Antivirus Services will terminate upon cessation of the license term and Customer will not use the Services beyond this period.
(c) It will ensure that it uses the Managed Antivirus Services in accordance with all applicable laws.
(d) It will not use, copy, reproduce (in whole or in part), adapt or modify any documentation received.
(e) It will not reverse engineer, disassemble or decompile the software, nor attempt to derive or determine the source code or the logic therein.
(f) It will not use the software other than for its own internal business purposes.
(g) It will not use the software in association with safety-critical applications, which include, but are not limited to, medical systems, transport management systems, vehicle and power generation applications, and nuclear power applications.
(h) It will not, in relation to the software sub-license, rent, sell, lease, distribute or otherwise transfer to a third party.

1.13. Managed OS Services

1.13.1. Service Conditions

For all Customer-provided servers receiving Server Services, Customer will:

(a) Provide verification of licenses and necessary license keys applicable to Customer-provided software prior to Service provision by Sungard AS.
(b) Provide Sungard AS with system administration security-level (e.g., administrator-level or root-level) access for each server and, if Customer retains system administration security-level access, permit such access to be traced by Sungard AS.
(c) Provide dedicated network interfaces for backup and management for each server.
(d) Obtain and maintain 24x7 maintenance agreements with the original hardware or software vendor for Customer-provided hardware (with a 4-hour response time) and software and notify the vendor of Sungard AS' authorization to act as Customer's agent under the maintenance agreements.
(e) Provide start-up/shut-down documentation for servers.

All hardware and software will be provided by Customer unless otherwise identified in the Order. Sungard AS does not guarantee a time to fix hardware or software. Sungard AS will engage and manage vendors in accordance with the terms of the underlying maintenance agreement and is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

Sungard AS is not responsible for the resolution of failures associated with:

(a) Hardware or software that is end of life or not otherwise supported by the vendor.
(b) Customer-written software or other software not supported by Sungard AS.

If Customer's OS is no longer under vendor support, it will not receive the full service from Server Services. Sungard AS agrees to continue to monitor, manage and support the OS with the following caveats:

- Sungard AS' management tools and software must still support the OS. If these tools no longer support Customer's OS, then Managed OS Services will no longer be available for that OS.
- Managed OS Services' service-level agreements (SLAs) are no longer applicable.
- Managed OS Services' support will cease if an event or error occurs that Sungard AS is unable to resolve without vendor support.
- No services requiring vendor support or updates will be available, including any patch updates.

SOLGL021; 29 July 2021

OSs receiving Server Services that are not identified in the Sungard AS Supported OS list, as updated from time to time, will incur an additional charge equal to 50% of the current list price for the service.

Customer may be required to provide the appropriate management console, for Sungard AS' exclusive use, to manage the servers with logical and/or physical partitions.

With respect to VMware servers, snapshots are not supported.

OS and hypervisor version upgrades are not included in the Service.

If Customer contracts for a server under Managed Dedicated Server, Customer also must contract for one of the Managed OS Services' tiers for that server.

1.14. Managed Dedicated Server

1.14.1. Features

Sungard AS will provide the following for the number of servers identified in the Order in accordance with the completed CDR form:

- (a) Event identification, notification and escalation provided by Sungard AS' 24x7 Technical Operations Centre (TOC).
- (b) Hardware monitoring.
- (c) Firmware upgrades, where agreed as applicable.
- (d) Maintain and manage maintenance agreements for Sungard-AS-purchased hardware and software.
- (e) Maintain and manage the equipment inventory.
- (f) Move and install hardware components (limit of 5 hours of Sungard AS support for moves or installations during the Term).
     Note: Hardware installation includes receiving, unpacking and installing the hardware and related network cables and cross-connects into computer racks or cabinets.
- (g) Investigate detected equipment failures, where applicable.
- (h) Place service calls with vendors, as required.
- (i) Monitoring Services: Device.
- (j) Engage maintenance vendors in the resolution of detected equipment failures, coordinate vendor-provided preventative maintenance and install vendor-provided firmware upgrades. Equipment management does not include resolution of disputes with maintenance vendor's regarding the maintenance vendor's services.

1.15. Managed Dedicated Hypervisor

1.15.1. Features

Sungard AS will provide the following for the number of servers identified in the Order in accordance with the completed CDR form:

- (a) Event identification, notification and escalation provided by Sungard AS' 24x7 Technical Operations Centre (TOC).
- (b) Maintain and manage maintenance agreements for Sungard-AS-purchased software.
- (c) Maintain and manage the equipment inventory.
- (d) Place service calls with the vendors, as required.
- (e) Initial hypervisor installation.
- (f) Implementation and configuration of virtualization.
- (g) Monitoring of the hypervisor and virtualization layer.
- (h) Management of the hypervisor and virtualization layer.
- (i) Virtualization configuration changes upon Customer request.
- (j) Monitoring Services: Server, Device.

SOLGL021; 29 July 2021

1.16. Operating System Management (Standard) Services

1.16.1. Features

Sungard AS will provide the following for the number of OSs identified in the Order in accordance with the completed CDR form:

(a) Initial OS build and systems-level backup configuration.
(b) Installation of antivirus software on Windows OS servers.
(c) Installation of antivirus software on Red Hat Enterprise Linux OS servers if requested by Customer (version must be supported by Sungard AS antivirus software).
(d) Monitoring of OS patch alerts and Customer notification of such patches.
(e) Coordination of third-party equipment vendor maintenance and detected equipment problem resolution.
(f) Assistance with resolution of detected OS failures.
(g) Move and install hardware components (limit of 5 hours of Sungard AS support for moves or installations during the Term).
   Note: Hardware installation includes receiving, unpacking and installing the hardware and related network cables and cross-connects into computer racks or cabinets.
(h) Engage maintenance vendors in the resolution of detected equipment failures, coordinate vendor-provided preventative maintenance and install vendor-provided firmware upgrades. Equipment management does not include resolution of disputes with maintenance vendor's regarding the maintenance vendor's services.
(i) Monitoring Services: Server.

1.17. Operating System Management (Advanced) Services

1.17.1. Features

Sungard AS will provide the following for the number of OSs and partitions identified in the Order in accordance with the Customer-completed CDR form:

(a) Initial OS build and OS-level backup configuration.
(b) OS configuration changes upon Customer request.
(c) Management of system administration security access (e.g., root or administrator access).
(d) Installation of antivirus software on Windows OS servers.
(e) Installation of antivirus software on Red Hat Enterprise Linux OS servers if requested by Customer (version must be supported by Sungard AS antivirus software).
(f) Monitoring of OS patch alerts and provide Customer notification of such patches.
(g) Coordination of third-party equipment vendor maintenance and detected equipment problem resolution.
(h) Assistance with resolution of detected OS failures.
(i) Move and install hardware components (limit of 5 hours of Sungard AS support for moves or installations during the Term).
   Note: Hardware installation includes receiving, unpacking and installing the hardware and related network cables and cross-connects into computer racks or cabinets.
(j) Engage maintenance vendors in the resolution of detected equipment failures, coordinate vendor-provided preventative maintenance and install vendor-provided firmware upgrades. Equipment management does not include resolution of disputes with maintenance vendor's regarding the maintenance vendor's services.
(k) Monitoring Services: Server.

SOLGL021; 29 July 2021

1.18.   Operating System Management (Enterprise) Services

1.18.1.   Features

Sungard AS will provide the following for the number of OSs configured in an application cluster or running multiple partitioned OSs identified in the Order in accordance with the completed CDR form:

    (a)   Initial OS build and systems-level backup configuration.
    (b)   Configuration and implementation of virtualization and/or clustering application(s).
    (c)   Management of system administration security access (e.g., root or administrator access).
    (d)   OS configuration changes upon Customer request.
    (e)   Installation of antivirus software on Windows OS servers.
    (f)   Installation of antivirus software on Red Hat Enterprise Linux OS servers if requested by Customer (version must be supported by Sungard AS antivirus software).
    (g)   Monitoring of OS patch alerts and provide Customer notification of such patches.
    (h)   Coordination of third-party equipment vendor maintenance and detected equipment problem resolution.
    (i)   Assistance with resolution of detected OS failures.
    (j)   Move and install hardware components (limit of 5 hours of Sungard AS support for moves or installations during the Term).
        Note: Hardware installation includes receiving, unpacking and installing the hardware and related network cables and cross-connects into computer racks or cabinets.
    (k)   Engage maintenance vendors in the resolution of detected equipment failures, coordinate vendor-provided preventative maintenance and install vendor-provided firmware upgrades. Equipment management does not include resolution of disputes with maintenance vendor's regarding the maintenance vendor's services.
    (l)   Monitoring Services: Server.

1.19.   Managed OS Services: Managed Base

1.19.1.   Features

Sungard AS will provide the following for the number of OSs identified in the Order in accordance with the Customer-completed CDR form (during business hours only — Monday to Friday, 8 AM to 8 PM):

    (a)   Initial OS build and OS-level backup configuration.
    (b)   Installation of antivirus software identified in the Antivirus Policy, which is available upon request.
    (c)   OS configuration changes upon Customer request.
    (d)   Monitoring, Customer-notification and installation of patches in accordance with the Sungard AS Patching Policy, as such may be updated from time to time, which is available upon request.
    (e)   Management of system administration security access (e.g., root or administrator access).
    (f)   Coordination of third-party equipment vendor maintenance and detected equipment problem resolution.
    (g)   Assistance with resolution of detected OS failures.
    (h)   LAN services as required for Sungard AS to provide support to servers receiving the Managed OS Services.
    (i)   Monitoring Services: Server.

1.20.   Managed OS Services: Managed-Critical

1.20.1.   Features

Sungard AS will provide the following for the number of OSs and partitions identified in the Order in accordance with the completed CDR form:

    (a)   Initial OS build and systems-level backup configuration.

        SOLGL021; 29 July 2021

(b) OS configuration changes upon Customer request.

(c) Management of system administration security access (e.g., root or administrator access).

(d) Installation of antivirus software that is identified in the Antivirus Policy on OS Servers, which is available upon request.

(e) Monitoring, Customer notification and installation of patches in accordance with the Sungard AS Patching Policy, as updated periodically and available in the Customer Portal (http://www.mysungardas.com).

(f) Monitoring of basic OS elements as selected by Customer and identified in the CDR form.

(g) Creation of reasonably requested reports by Customer as documented in the CDR form and requiring no more than 5 hours of Sungard AS development or support during the Term.

(h) Coordination of third-party equipment vendor maintenance and detected equipment problem resolution.

(i) Assistance with resolution of detected OS failures.

(j) LAN services as required for Sungard AS to provide support to servers receiving the Managed OS Services.

(k) Monitoring Services: Server.

1.21. Software Licensing Services

Sungard AS will provide the number and type of software packages identified in the Order and access to the software vendor for maintenance and support through Sungard AS' maintenance agreement(s). Customer will comply with the third-party vendor licensing terms and conditions applicable to the software package. Upon termination of the Software Licensing Services, Customer will de-install and immediately discontinue all use of the software provided under Software Licensing Services.

2. APPLICATION SERVICES

2.1. Active Directory Services: Installation and Build

2.1.1. Features

Sungard AS will provide the following for the number of servers identified in the Order as requiring Active Directory Services — Installation and Build in accordance with the completed CDR form:

(a) Audit the existing Active Directory infrastructure.

(b) Install the Active Directory Domain Services role on the new server.

(c) Set up Forest, Domains, Sub-domain(s), Organizational Units, Group Policy and Trusts.

(d) Open communication between the existing and new Active Directory servers.

(e) Promote the new server.

(f) Enable synchronization between the existing and new Active Directory servers.

(g) Migrate the Application and Server roles from the existing Domain Controllers.

(h) Migrate the FSMO roles to the new Domain Controllers.

(i) Demote the old Active Directory Domain Controllers.

(j) Raise the Domain and Forest functional level.

2.2. Active Directory Services: Management

2.2.1. Features

Sungard AS will provide the following for the number of Active Directory servers identified in the Order in accordance with the completed CDR form:

(a) Monitoring of Customer's Active Directory environment.

(b) Fault remediation (where possible) for alerts from monitoring tools and/or during health checks.

(c) Active Directory configuration changes based on Customer's request.

(d) Management of FSMO roles.

SOLGL021; 29 July 2021

(e) Group Policy management.
(f) DNS administration and adding of new entries for DNS zones, alias name and SRV records.
(g) Troubleshooting of DNS issues.
(h) Coordinate with a third-party vendor if fourth-level support is required to resolve problems.

2.3. Active Directory Services: Parallel Upgrade

2.3.1. Features

Sungard AS will provide the following for the number of Active Directory servers identified in the Order in accordance with the completed CDR form:

(a) Install the Active Directory Domain Services role on new server.
(b) Set up Forest, Domains, Sub-domain(s), Organizational Units, Group Policy and Trusts.
(c) Open communication between the existing and new Active Directory servers.
(d) Promote the new server.
(e) Enable synchronization between the existing and new Active Directory servers.
(f) Migrate the Application and Server roles from the existing Domain Controllers.
(g) Migrate the FSMO roles to the new Domain Controllers.
(h) Demote the old Active Directory Domain Controllers.
(i) Raise the Domain and Forest functional level.

3. APPLICATION SERVICES — GENERAL

Except as set forth below, Application Services — General are subject to the "Server Services Service Terms."

Sungard AS shall maintain exclusive control and management of system administration security (e.g., administrator or root) level access for each server. Sungard AS will review and evaluate Customer requests for exception-based system administration security access on a case-by-case basis and, in the event that Sungard AS grants such access, Customer's use shall be limited to exercising requested server functions (e.g., domain controller management). All application functional testing and validation is Customer's responsibility.

Application Services — General do not include:

(a) Application security policy definition, creation or enforcement.
(b) Major version upgrades, which are subject to additional fees and an Order.
(c) Software licensing, which can be Customer-provided or provided by Sungard AS Software Licensing Services.
(d) Resolution of issues caused by software or applications not managed by Sungard AS.

Active Directory Services do not include support of the following Active Directory (AD) features:

(a) User Account Administration
(b) AD Certificate Services
(c) AD Rights Management Services
(d) Federation Services
(e) Lightweight Directory Services
(f) DHCP Support
(g) Desktop Level AD Support
(h) DFS Support
(i) Roaming Profiles Support
(j) Linux Authentication
(k) Hybrid Azure AD Support

If Customer retains Domain Admin privileges for any reason, Customer will not receive the full management service from Active Directory Services. Sungard AS has no control over Customer's admin access to the

SOLGL021; 29 July 2021

Domain, including any issues that could arise as a result. If Customer retains Domain Admin privileges, but Sungard AS continues to manage the Domain, then:

(a) Active Directory Services SLAs are no longer applicable.
(b) Support will be provided on a reasonable endeavors basis only.
(c) Sungard AS shall have no liability for failure to provide any related Services as a result of Customer retaining Domain Admin privileges.

4. SERVER AND EQUIPMENT MANAGED SERVICES SLAS

4.1. Server Services: Managed OS Services System Availability

4.1.1. Agreement

Redundantly powered hardware RAID-controlled servers with Managed OS Services that have root or admin privileges administered and controlled exclusively by Sungard AS, have the OS identified in Sungard AS' Supported OS Policy (which is available upon request) and have patches applied in accordance with the Sungard AS Patching Policy will be operational and available to Customer as set forth in the table below ("System Availability"). System Availability is defined to mean the server and its OS and does not include the network infrastructure connected to the server. The system, subject to this Managed OS Services System Availability SLA, is deemed available if it is responsive to standard ICMP or SNMP requests and is measured on a per-server/-instance monthly basis.

Managed OS Services Tier	Availability %
Managed Critical	99.95%
Managed Base	N/A

4.1.2. Remedy

If Sungard AS fails to meet a Managed OS Services System Availability SLA for two (2) months (consecutive or non-consecutive) during any 3-month period, Customer is entitled to receive a service credit as set forth below, provided that the total credits will not exceed 15% of the Order's total monthly fee. If more than one OS instance is unavailable for the purposes of this SLA, all such OS instances not meeting the SLA within a month will count as a single SLA violation for purposes of calculating the termination right described in the General Service Terms.

Managed OS Services Tier	Service Credit (Per OS Instance)
Managed Critical	10% of the monthly fee listed in the Order for the specific element of the Service that falls below the applicable percentage
Managed Base	N/A

4.2. Server Services: OS Management Availability SLA

4.2.1. Agreement

Redundantly powered hardware RAID-controlled servers with Operating System Management (Advanced) Services or Operating System Management (Enterprise) Services that have root or admin privileges administered and controlled exclusively by Sungard AS, have the OS identified in Sungard AS' Supported OS Policy and have patches applied in accordance with the Sungard AS Patching Policy will be operational and available to Customer as set forth in the table below ("System Availability"). System Availability is defined to

SOLGL021; 29 July 2021

mean the server and its OS and does not include the network infrastructure connected to the server. The system, subject to the System Availability SLA above, is deemed available if it is responsive to standard ICMP or SNMP requests and is measured on a per-server/-instance monthly basis.

Managed OS Services Tier	Availability %
Advanced	99.9%
Enterprise	99.9%

4.2.2.   Remedy

If Sungard AS fails to meet the above Redundant-Array-of-Independent-Disks (RAID)-related Server Services contracted availability SLA for two (2) months (consecutive or non-consecutive) during any 3-month period, Customer is entitled to receive a service credit of 10% of the monthly fee for the specific OS under Managed OS Services that falls below the applicable percentage, provided that the total credits will not exceed 15% of the Order's total monthly fee. If more than one OS instance is unavailable for the purposes of this SLA, all such OS instances not meeting the SLA within a month will count as a single SLA violation for purposes of calculating the termination right described in the General Service Terms.

4.3. Active Directory Services — Management: System Availability SLA

4.3.1.   Agreement

For Active Directory Services — Management, Customer's Active Directory will be operational and available to Customer 99.95% of the time. "Active Directory Availability" is defined to mean that Active Directory is available if Sungard AS is able to create, read, write and delete entries in the directory or provision or de-provision users to applications in the directory.

Active Directory Availability does not include the Service's underlying infrastructure, the Sungard AS Equipment being unavailable due to failure of the Storage Services or due to failure of Network Services providing connectivity to the Service infrastructure, or the unavailability of the OS.

4.3.2.   Remedy

If Sungard AS fails to meet the Active Directory Availability SLA for two (2) months (consecutive or non-consecutive) during any 3-month period, Customer is entitled to receive a credit equal to 10% of the monthly fee for the Active Directory that falls below the applicable percentage above, provided that the total credits do not exceed 15% of the Order's total monthly fee. In the event that more than one Active Directory server is unavailable for the purposes of this SLA, all such Active Directory servers not meeting the SLA within one month will count as a single SLA violation for purposes of calculating the termination right described in the General Service Terms.

5.   SERVICES GENERAL SLAS

5.1. Services Notification SLA

5.1.1.   Agreement

Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

SOLGL021; 29 July 2021

5.1.2. Remedy

If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Order's monthly fee for each failure in that month. In the event that Customer notifies Sungard AS within the 15-minute period regarding unavailability of equipment or Services, this remedy is not operational.

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.

SOLGL021; 29 July 2021