

## Server Services Service Terms

### 1. MONITORING SERVICES

#### 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 includes:

- (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) 24/7/365 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 correctly 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.

#### 1.2. Service-Level Agreements

**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) Charge payable by Customer specifically for the Monitoring Services or, if no such charges are specified, the pro rata daily amount of the charges 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 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 clause shall be read subject to this sub-clause.

### 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.

### 3. APPLICATION MONITORING SERVICES

Sungard AS will provide 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.

#### **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 the Schedule. 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.

#### **5. MONITORING SERVICES (DEVICE)**

Monitoring Services include the provision of one or more of the following: Device, Database, Server, 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) 24/7/365 monitoring for alerts generated by the monitoring service.
- (d) Notification to Customer of monitoring alerts that may include a service-impacting event.

#### **6. 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 monitoring agent.
- (b) Monitoring of CPU, memory and file system usage as well as system and IP port availability.

#### **7. MANAGED ANTIVIRUS SERVICES (AVS)**

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.

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 Service. 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 licence 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 and regulations.
- (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.

## **8. MANAGED OS SERVICE**

### **8.1. 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 system administration security-level (e.g., administrator- 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 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 resolution of failures associated with:

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

If a 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:

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

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 per month.

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.

Snapshots are not supported on VMware servers.

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

Customers contracting to a server under Managed Dedicated Server must also contract for one of the Managed OS Service's tiers for that server.

## 8.2. Service-Level Agreement

### 8.2.1. System Availability

**Agreement:** Redundantly powered hardware RAID-controlled servers with Managed OS Service 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 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 Internet Control Message Protocol (ICMP) or Simple Network Management Protocol (SNMP) requests and is measured on a per-server/-instance monthly basis.

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

**Remedy:** If Sungard AS fails to meet a Server Services contracted availability SLA for 2 months (consecutive or non-consecutive) during any 3-month period, Customers are 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 Service Tier	Service Credit (Per OS Instance)
Managed Critical	10% of the monthly charge listed in the Order for the specific element of the Service that falls below the applicable percentage.
Managed Base	N/A

### 8.2.2. Management Availability

**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 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 Service Tier	Availability %
Advanced	99.9%
Enterprise	99.9%

**Remedy:** If Sungard AS fails to meet the above Redundant-Array-of-Independent-Disks (RAID)-related Server Services contracted availability SLA for 2 months (consecutive or non-consecutive) during any 3-month period, Customers are entitled to receive a service credit of 10% of the monthly charge for the specific OS under Managed OS Service 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.

## **9. MANAGED DEDICATED SERVER**

### **9.1. Features**

Sungard AS will provide the following for the number of servers identified in the Order in accordance with the Customer completed customer design requirements (CDR) form:

- (a) Event identification, notification and escalation provided by Sungard AS' 24/7 Technical Operations Centre (TOC).
- (b) Hardware monitoring.
- (c) Firmware upgrades, where agreed 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.)
- (g) Investigate detected equipment failures, where applicable.
- (h) Place service calls with the vendors, as required.
- (i) Hardware installation devices.
- (j) Monitoring Services: Device.
- (k) Equipment management devices.

## **10. MANAGED DEDICATED HYPERVISOR**

### **10.1. Features**

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

- (a) Event identification, notification, and escalation provided by Sungard AS' 24/7 Technical Operations Centre (TOC).
- (b) Maintain and manage maintenance agreements for Sungard-AS-purchased software.
- (c) Maintain and manage equipment inventory.
- (d) Place service calls with the vendors, as required.
- (e) Initial hypervisor installation.
- (f) Implementation and configuration of virtualization.
- (g) Monitoring of hypervisor and virtualization layer.
- (h) Management of hypervisor and virtualization layer.
- (i) Virtualization configuration changes upon Customer request.
- (j) Monitoring Services: Server, Device.

## **11. OPERATING SYSTEM MANAGEMENT (STANDARD) SERVICES**

### **11.1. Features**

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

- (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) Hardware Installation Services.
- (h) Equipment Management Services.
- (i) Monitoring Services: Server.

## **12. OPERATING SYSTEM MANAGEMENT (ADVANCED) SERVICES**

### **12.1. 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.
- (a) Hardware Installation Services.
- (b) Equipment Management Services.
- (c) Monitoring Services: Server.

## **13. OPERATING SYSTEM MANAGEMENT (ENTERPRISE) SERVICES**

### **13.1. 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 Customer-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) Hardware Installation Services.
- (k) Equipment Management Services.
- (l) Monitoring Services: Server.

## **14. MANAGED OS SERVICE (MANAGED-BASE)**

### **14.1. Features**

Sungard AS will provide the following for the number of OSs identified in the Order in accordance with the 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 Service.
- (i) Monitoring Services: Server.

## **15. MANAGED OS SERVICE (MANAGED-CRITICAL)**

### **15.1. 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 systems-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 that is identified in the Antivirus Policy, 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 which is available upon request.
- (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 Service.
- (k) Monitoring Services: Server.

## **16. 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.

## **17. 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>.