

Shared Workplace (Ireland) Service Terms

1. DEFINITIONS

“**Covered Location**” refers to Customer location, specified as such in the Order.

“**Customer Software**” is Customer-provided software.

“**Disaster**” refers to an unplanned condition or interruption of or inaccessibility by Customer to the Covered Location for its intended computer and related purposes.

“**Invocation**” is defined as the notification provided by one of Customer’s designated representatives to Sungard AS indicating that a Disaster has occurred, identifying the affected Covered Location and specifying all or part of the Recovery Resources that Customer must use for disaster recovery purposes.

“**Invocation Response Time**” is the time after Invocation, within which Sungard AS will make the Recovery Resources available to Customer.

“**Multiple Disasters**” are the unplanned and unforeseen events resulting in competing demands for all or part of the Recovery Resources.

“**PC Image**” refers to Sungard AS’ maintenance of a PC image of Customer’s software configurations and its installation on shipped PCs.

“**Delivery Location**” means the preferred site requested by Customer, specified as such in the Order, at which the Recovery Resources are to be made available. Sungard AS will use reasonable efforts to accommodate this preference, but makes no guarantee that the preferred location will be the actual Delivery Location available to Customer at the time of Invocation.

“**Recovery Period**” refers to the maximum period, as specified in the Order, commencing on Invocation for which Customer may use the Recovery Resources for disaster recovery purposes.

“**Recovery Resources**” are the facilities, equipment, network and other resources used to provide the services identified in the Order.

“**Scheduled Event(s)**” means, in relation to the Customer, a scheduled interruption to the Customer Facility entitling Customer to use all or part of the Delivery Location for scheduled event purposes as described in Section 2.2 below.

“**Term**” means the period specified as such in the Order.

“**Test**” or “**Testing**” refers to the use of the whole or part of the Recovery Resources by Customer for testing purposes.

“**Test Shifts**” is, for each test shift, 8 hours of consecutive test time. The number of Test Shifts available each contract year shall be specified in the Order.

2. SHARED WORKPLACE SERVICES

2.1. Features

Sungard Availability Services (Sungard AS) will provide the total number of Workplace positions specified in the Order and in the configurations identified in the Order.

The “Invocation Response Time” for Shared Services is 3 hours following an Invocation, unless otherwise stated in the Order.

Customer will provide its Invocation notice to Sungard AS, in accordance with Sungard AS’ invocation procedures posted on the Customer Portal.

The Recovery Period is 13 weeks following an Invocation. Invocation fees will be waived during the first 13 weeks following an Invocation. If a Disaster continues for longer than the Recovery Period, Sungard AS will begin to charge Customer an Invocation fee and may (in its absolute discretion) continue to allow Customer to use the Recovery Resources at a daily rate of €2,000 or 7.5% of the total annual fees for the applicable Orders — whichever is greater, payable monthly in arrears. Such extended use will be subject to immediate termination if (and when) Sungard AS receives an Invocation from another customer that requires use of the Shared Recovery Resources which are being used by Customer for extended use. In no event shall Customer's continued use of the Shared Recovery Resources exceed 6 months from Invocation.

2.2. Scheduled Event(s)

The Delivery Location may also be used for two (2) Scheduled Event(s) annually for up to 13 weeks per event at no additional fee. Use of the Delivery location for Scheduled Event(s):

- (a) Does not impact Customer's allocated Test Shifts.
- (b) Is always subordinate to the rights of other Sungard AS customers that make use of the Delivery Location due to a Disaster.

Customer shall provide Sungard AS with at least 3 Business Days' notice or, unless otherwise agreed to in writing, to use the Delivery Location for a Scheduled Event.

Customer acknowledges and agrees that the Delivery Location is available for use by other customers and that Sungard AS cannot and does not guarantee (or make any representation or warranty) that competing demands for the Delivery Location will not exist or that it will be available to Customer on the Service Start Date or at all times throughout the Term. In all such circumstances where Sungard AS is unable to provide the Delivery Location because it is required for the use by another customer, Sungard AS shall not have any liability to Customer for failing to do so. Sungard AS may offer an alternate Delivery Location to Customer for the Scheduled Event.

Customer acknowledges and agrees that the requirement of any customer to use all or part of the Delivery Location for a Disaster shall take priority over Customer's use of the Delivery Location for a Scheduled Event. Accordingly, Customer's right to use the Delivery Location shall cease within 1 hour of notice from Sungard AS (whether by notification to Customer's personnel at the Delivery Location or otherwise) that the Delivery Location is required to provide disaster recovery services to another customer. Customer warrants that it shall vacate the Delivery Location and make the Delivery Location available to Sungard AS for the use of such other customers by, at the very latest, the expiry of such 1-hour notice period.

2.3. General

Customer is responsible for ensuring that its OSs, application software and procedures operate to its satisfaction on the Recovery Resources.

Sungard AS will provide Customer with certain Recovery Resources for the number of Test Periods identified in the Order.

Customer understands that Testing and cancellations will be scheduled and conducted in accordance with Sungard AS' policies and procedures then in effect and as may be periodically amended. Sungard AS may cancel scheduled test time when another customer requires use of all or part of the Recovery Resources for disaster recovery purposes. Sungard AS will use its reasonable efforts to reschedule cancelled tests, but no allowances or credits will be given.

Technical Support for Testing is provided only on Business Days. Technical Support for Testing is available in accordance with the Sungard AS policies and procedures in effect at the time of a request for support.

Sungard AS will provide Customer access to the Users' Guide for the Recovery Services and all applicable updates and revisions, as and when issued, via the Customer Portal at <http://www.mysungardas.com>.

Before the conclusion of any Test or Invocation, Customer will remove, erase or destroy all Customer data and information it maintained in any form, recorded on any medium or stored in any storage system as part of its use of the Recovery Services.

Customer's right to use the Recovery Resources is subject to the possibility that competing demands may exist for the Recovery Resources by other affected customers that may also provide Sungard AS with an Invocation notice requiring the use of the same Recovery Resources at the same time as Customer. If Multiple Disasters occur, all Invocation requests shall be dealt with on a "first come, first served" basis in the order in which they are received. Sungard AS shall maintain records of its receipt of Invocation notices, which will be the exclusive basis for determining the order in which disasters are invoked. Sungard AS shall make efforts to work with Customer to find a Recovery Location that can provide the necessary Recovery Resources should the preferred Recovery Location not be available.

During Multiple Disasters, notwithstanding that Customer may have priority, it shall co-operate with Sungard AS' reasonable efforts to provide disaster recovery services to other customers.

Car parking spaces may be available to Customer at a Sungard AS Recovery Location. These parking spaces will be limited to the number indicated in the Order and no guarantee ensures that they will always be available. Customer shall ensure that its personnel do not park in spaces other than those allocated or in any other parts of the estate on which the Recovery Location is situated in which parking is restricted. Cars are parked at Sungard AS sites at their owner's risk.

2.4. Service Conditions

Customer warrants that, as of the date of its signing or amending the Order, the Covered Location is fully operational and is not experiencing a Disaster at the time, and Customer has (and will continue to keep in force) an appropriate maintenance agreement for any equipment in the Covered Location with a suitable maintenance provider.

Customer shall ensure that its employees, agents and sub-contractors shall abide by all security, health and safety, and other procedures or regulations in effect at a Sungard AS location during its use of the Recovery Resources for Tests and Invocation.

Customer will not interfere with any other Sungard AS customer's use of Sungard AS facilities or services.

Sungard AS shall be entitled to change the Recovery Location.

Sungard AS shall be entitled to change the Recovery Resources.

Sungard AS shall give Customer at least 60 days' notice before making any changes that may substantially and adversely affect Customer. Sungard AS will provide Customer with a reasonable number of free additional Test Periods to Test the affected Recovery Resources. If any such change substantially and adversely affects Customer's ability to use the Recovery Resources for disaster recovery purposes, it may, within 10 days after Customer first uses the affected Recovery Resources for an Invocation or a Test, terminate the Order with respect to the affected Services by notice. Without prejudice to any accrued rights and obligations, neither party shall be liable to the other for such termination. If Customer does not give any such notice in accordance with this provision, it will be deemed to have accepted the change.

Customer is responsible for the provision, control, support, operations and processing of whatever it deems necessary for its use of the Services. Without prejudice to the generality of the foregoing, Customer has sole responsibility for the security, adequacy and accuracy of all data, instructions, programs and procedures submitted and used by it and the results obtained therefrom. Customer shall establish audit controls, data functions, operating methods and check points appropriate to its use of the Services, including, without

limitation, the creation of backup files and other desirable security arrangements. Sungard AS shall not, in any circumstances, be obliged to reconstruct or furnish any files, data or programs which may (for any reason) be required and/or any information or details in respect of any codes or passwords used by Customer. Sungard AS also shall have no obligation or responsibility with respect to such matters. Without prejudice to the foregoing, Sungard AS will be entitled to charge for such services on its then-current terms.

Customer shall operate the Recovery Resources in a proper manner, in accordance with applicable law, regulation and Sungard AS policies and guidelines, and only in connection with its ordinary business. Customer will take proper care of the Recovery Resources and not allow any person to use the Recovery Resources who is not trained and skilled in operating the Recovery Resources. Customer shall return the Recovery Resources to Sungard AS in good condition and working order and promptly reimburse to Sungard AS any amounts incurred by Sungard AS, plus 5%, in replacing or restoring to good condition and working order any part of it that is not returned to Sungard AS in accordance with the requirements of the Order.

Customer shall indemnify Sungard AS against any damage to the Recovery Resources, any Sungard AS facility or any equipment or fixtures and fittings located, kept or stored therein that is caused by a wilful act or negligence of Customer, its agents, employees or subcontractors, including (but not limited to) any access to a Sungard AS facility gained by an unauthorized party through access cards, keys or other devices provided to Customer.

Customer will cooperate with Sungard AS, as requested periodically, in connection with Sungard AS' change, delivery and improvement of the Services. Sungard AS will not be responsible for service delivery issues related to Customer's failure to reasonably cooperate.

Customer shall be responsible for supplying media in a form suitable for use on the Delivery Location. Sungard AS shall be entitled to reject any unsuitable media. Customer bears all risk of loss of or damage to media (when located at the Delivery Location and when transported or carried by or on Sungard AS' behalf or otherwise).

Customer shall ensure it is lawfully entitled to use the Customer Software on the Sungard AS equipment, Customer's equipment, virtual platform or on any other equipment required in the delivery of the Service. Where necessary, Sungard AS is permitted to use the Customer Software on such equipment for the purpose of providing Services to Customer. Customer shall, at Sungard AS' request, promptly provide written confirmation from the proprietor(s) of the Customer Software of such entitlement and permission to Sungard AS. Customer shall indemnify Sungard AS for any loss, damage, costs, claims or proceedings that Sungard AS may incur as a result of any breach by Customer.

Customer using hard disk encryption on Sungard AS equipment during a Test or Disaster shall be responsible for removing all Customer data and the encryption key from the Sungard AS equipment at the conclusion of the Test or Disaster (this includes any interruption of a Test due to another customer declaring a disaster on the Sungard AS equipment being tested by Customer). Notwithstanding anything to the contrary contained in these Service Terms or the Agreement, Sungard AS shall have no responsibility for any loss of data due to the failure of Customer to delete such data and encryption key as described herein.

Promptly following the execution of the applicable Order, Customer agrees to make its technical staff available, as reasonably required by Sungard AS, to review and document the requirements and timelines for implementation of the Services.

Sungard AS will not be liable for any failure to implement the Services and Customer shall remain liable for payment of the fee(s) identified in the Order on the due dates set out therein in the event if:

- (a) Customer does not make its staff available or otherwise does not participate in the pre-implementation planning.
- (b) As a result of the planning, a material change in the scope or requirements is discovered.

- (c) The original design of the solution jointly agreed by the Parties creates a failure in the Services that must be corrected.

If any change to the Services is required as a result of the above-listed items, an amendment to the applicable Order must be executed.

Sungard AS shall take reasonable measures to maintain all computer hardware and software used by Sungard AS in the provision of Services in good working order, but Sungard AS does not warrant, nor is it a condition of the Agreement, that any such hardware or software will operate without interruption or error. Services will be performed by appropriately experienced, qualified and trained personnel, and with reasonable care and skill.

Sungard AS shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the Sungard AS facilities used to provide Services.

Customer will be responsible for:

- (a) All communications and similar third-party charges resulting from Customer's use of the Recovery Resources.
- (b) All power, fuel and other utility charges resulting from Customer's use of the Recovery Resources during any extended Invocation period.

This Order does not create any interest in real estate or bailment and is strictly an agreement for the provision of Services, which are personal in nature to the parties. Customer will not permit any Customer-related third-party liens to be placed against all or any portion of the Services or any Sungard-AS-provided equipment or software.

3. EXCLUSION ZONE

General

Sungard AS will not enter into Order(s) for the Services detailed in this Order with another customer(s) if their facility is situated within the area illustrated in the attached plan marked "Exclusion Zone" unless Sungard AS has the capability to provide the disaster recovery service to Customer and other customer(s) simultaneously at the respective backup site (as determined in good faith by Sungard AS).

4. GENERAL SERVICE TERMS

These Services are also subject to the General Service Terms at https://www.sungardas.com/hubfs/_multimedia/document-file/sungardas-general-service-terms.pdf.