

Storage as a Service (STaaS) - Service Terms

1. STORAGE AS A SERVICE

1.1. Features

Sungard AS will provide Storage as a Service capacity, in terabytes per performance tier, and connectivity at the Delivery Location, as specified in the Order.

Storage as a Service includes:

- (a) Shared or Dedicated Storage as a Service infrastructure, as specified in the Order.
- (b) Installation of multi-path connectivity from Storage as a Service infrastructure to Sungard AS managed equipment and/or Customer managed equipment, located at the Delivery Location for the provision of Storage as a Service. Customer is responsible for providing compatible Host Bus Adaptors (HBAs) and/or Network Interface Cards (NICs) if host servers are Customer-managed. Sungard AS can provide HBAs and/or NICs via Sungard AS Server Services if host servers are Sungard AS-managed.
- (c) Optional support for connectivity from Storage as a Service infrastructure to compatible Sungard AS or Customer-managed networking equipment that is not part of Storage as a Service infrastructure. Customer is responsible for any additional optics required to connect Customer-managed networking equipment to Storage as a Service infrastructure.
- (d) Implementation, administration and monitoring of Storage as a Service infrastructure.
- (e) Allocation and provision of storage capacity (in terabytes) per performance tier, from Storage as a Service infrastructure to Sungard AS managed equipment and/or Customer equipment.
- (f) Configuration of storage volumes (logical unit numbers and/or shares) per performance tier, within the limitations of the Storage as a Service infrastructure.
- (g) Volume Encryption, enabled by default and provided from the Storage as a Service infrastructure, for each Customer storage volume.
- (h) A storage overhead of up to twenty percent (20%) of Customer's contracted capacity for each performance tier and per Delivery Location:
 - i. Customer must request storage overhead capacity via a ticket and no additional Order must be signed, unless Customer wants to increase its contracted level per performance tier as described in subsection (i) below.
 - ii. Customer will be charged an overage fee in arrears for average daily usage over a month in fractional terabytes above their contracted capacity for each performance tier where the storage overhead is used, charged at the same per terabyte rate as their contracted performance tiers.
 - iii. Storage overhead capacity can be reduced at any time to the contracted level per performance tier as required by Customer.
- (i) If Customer wishes to increase above their contracted capacity and storage overhead, Customer must contract for the increased capacity by signing an Order amendment. Additional storage capacity may need to be procured and installed, increasing deployment time.
- (j) Contracted storage capacity for a performance tier at any Delivery Location cannot be reduced below the capacities specified within the Order during the Term of the Order, excluding an approved Order amendment to upgrade a performance tier.
- (k) A minimum storage capacity may be applicable dependent on performance tier and the Delivery Location.
- (l) When additionally subscribed to Managed OS Services, Storage as a Service includes:
 - i. The initial installation and configuration of storage management software, path management software and device drivers, if applicable, on the Sungard AS equipment and/or Customer equipment connected to the Storage as a Service infrastructure.
 - ii. Incident resolution of path management software, storage management software and related device driver software.

- iii. Periodic updates of storage connectivity adapter firmware as may be recommended by the equipment vendor on the Sungard AS equipment.
- iv. Capacity monitoring and threshold alerting.
- (m) If the Managed OS Services is not subscribed to, Customer acknowledges and accepts that a reduced level of Storage as a Service shall be provided due to reduced alerting capabilities. This reduced level of service shall be limited to the Storage as a Service infrastructure.
- (n) Customer accepts that it may need to allow the equipment vendor onto the Storage as a Service infrastructure for the purpose of maintenance and support.

2. INTER-SITE REPLICATION SERVICES

2.1. Features

Sungard AS will provide Inter-site Replication Services between Storage as a Service infrastructure at the Sungard AS primary site and secondary site set forth in the Order, or from a compatible Customer storage device, in a non-Sungard AS site, to a Sungard AS secondary site. Inter-site Replication Services shall be provided for the amount of storage in terabytes as specified in the Order(s).

Inter-site Replication Services includes:

- (a) Allocation and provision of storage (by the terabyte) per performance tier from Storage as a Service Infrastructure at the Sungard AS primary site, with capacity sized for the storage volume, snapshots and the rate of change, as defined in the Order, unless the primary site is a non-Sungard AS site.
- (b) Allocation and provision of storage (by the terabyte) per performance tier from Storage as a Service Infrastructure at the Sungard AS secondary site, with capacity sized for the storage volume, snapshots and the rate of change, as defined in the Order.
- (c) Standard or bespoke (Customer-defined) replication policies for frequency and quantity of replicated snapshots and snapshot retention, including the use of an auto-delete feature to automatically delete the oldest snapshots per storage volume, ensuring that new snapshots are taken, and storage volumes do not run out of space and go offline. In this scenario, there will be less retained snapshots than stated in the replication policy, which may require an Order amendment to increase contracted storage capacity for a given performance tier and sites.
- (d) Asynchronous replication of data between Customer or Sungard AS primary site to Storage as a Service Infrastructure at the Sungard AS secondary site, as per the policy agreed with Customer.
- (e) Native, in-transit encryption between Storage as a Service infrastructure at the Sungard AS primary site and secondary site, or from a compatible Customer storage device to a Sungard AS secondary site, unless otherwise stated in Special Terms.

Inter-site Replication Services does not include:

- (a) Any additional software licensing that may be required on a compatible Customer storage device to support snapshot replication.
- (b) Committed recovery times, as these times are dependent on data volumes, rate of change, and other factors.
- (c) Network connectivity, bandwidth and monitoring for data replication. This must be contracted for separately via Sungard AS Network Services.
- (d) Data center space, power and infrastructure, other than Storage as a Service infrastructure at the primary (production) and secondary (recovery) sites. These services must be contracted for separately.
- (e) Failover, failback and testing, including presentation of replicated secondary site storage to Sungard AS or Customer equipment for any purpose. This must be contracted separately via Sungard AS Managed Recovery Program (MRP).

3. VOLUME ENCRYPTION

3.1. Features

Volume Encryption is enabled by default and provided from the Storage as a Service infrastructure for each Customer storage volume, unless Customer requests that Volume Encryption should not be enabled, which will be referenced in Special Terms.

Volume Encryption helps to ensure that data is not readable if storage disks are repurposed or replaced. Volume Encryption keys are managed by Sungard AS and shall not be provided to Customers under any circumstances. If a Storage as a Service disk fails, Sungard AS removes the disk from the Storage as a Service infrastructure before it is securely destroyed, regardless of whether Volume Encryption is enabled for the storage volumes on the disk.

Volume Encryption includes:

- (a) Software-based encryption of all individual Customer storage volumes.
- (b) Sungard AS management of encryption keys.

Volume Encryption is limited to the array and while data is at rest on the disk. Volume Encryption does not provide encryption external to the array or while data is in flight due to reads or writes. When data is backed up or copied from a host server's OS with underlying Volume Encryption, the data will not be in an encrypted form.

4. SERVICE LEVEL AGREEMENTS

4.1 Availability

Target: The target for the Storage as a Service Infrastructure for which the Customer has contracted with Sungard AS for Storage as a Service is that they will be operational and available to Customer 99.999% of the time during each calendar month.

Measurement: Storage as a Service Infrastructure availability will be measured using Sungard AS-provided storage monitoring software. The percentage availability is calculated as follows:

The denominator of the calculation is the total number of hours in a calendar month, minus:

- (a) The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime.
- (b) Any time attributable to the events specified in the General Service Terms.

The numerator is the total number of hours in a month, minus:

- (a) The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime.
- (b) Any time attributable to the events specified in General Service Terms.
- (c) Any other downtime.

The resulting fraction (multiplied by 100) is the percentage of actual Storage as a Service availability. At times, the Storage as a Service infrastructure may be working despite the measurement showing it to be unavailable. In this case, it will be deemed available if the Storage as a Service infrastructure is responsive to work requests.

Remedy: If Storage as a Service infrastructure availability falls below the applicable percentage for the month, Sungard AS will credit Customer for the month which the target was not met. The credit will be 10% of one month's fees for the Storage as a Service then payable by Customer, specifically for the affected performance tier or tiers of Storage as a Service or, if no such charges are specified, 10% of the then-current monthly fee 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 the Storage as a Service infrastructure is unavailable due to failure of another Sungard AS service, including, but not limited to Server Services, Managed OS Services, Network Services into Storage as a Service, or Sungard AS or Customer-managed networking equipment that provides connectivity from the Customer to Storage as a Service infrastructure, but is not part of Storage as a Service infrastructure. The other parts of this clause shall be read subject to this sub-clause.

4.2 Notification

Target: 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 Services or Customer equipment monitored by the Services are unavailable.

Remedy: If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the impacted Service Monthly Fee, limited to the Service which failed notification, for each month in which the failure occurred. In the event that Customer notifies Sungard AS, within the 15-minute period, regarding unavailability of equipment or Services, this remedy is not applicable.

5. CUSTOMER DATA

Notwithstanding any other limitations of liability set out in the Agreement, any loss of Customer's data occurring as a direct result of the breach or negligence of Sungard AS, shall be deemed to be a direct loss of the Customer. However, in the event of any such loss, Sungard AS' aggregate liability under the applicable Order shall be limited to the reasonable cost of either, at Customer's option: (i) employing external third party consultants in order to help restore such lost data, or (ii) Sungard AS using its reasonable endeavors to restore (where possible) such lost data itself, provided however that in either case, such costs shall not exceed the total aggregate amount of \$25,000 U.S. dollars or the foreign exchange equivalent. The payment by Sungard AS of such restoration costs up to the maximum amount specified in this clause shall be Sungard AS' sole obligation (and Customer's sole remedy in respect of such loss of the data). For the avoidance of doubt, the payment by Sungard AS of the restoration costs specified herein up to the maximum amount of \$25,000 shall be included when calculating any aggregate liability caps specified in the Agreement.

6. MISCELLANEOUS

Sungard AS does not provide backup services as part of the Services described herein. If Customer requires such backup services, and they are available, then Customer must enter into a separate contract with Sungard AS for such services.

Sungard AS may use software licensed from third parties in providing the Services. Title to the Sungard AS Software remains with Sungard AS or its third-party licensors. It is a condition of the Order that Customer shall accept and comply with the provisions relating to the Sungard AS software specified in the Order and/or the restrictions in these service terms, or otherwise made known by Sungard AS to Customer from time to time in writing. Customer shall indemnify Sungard AS against any loss, damage, cost or expense (including legal costs), which Sungard AS incurs, suffers or becomes liable for as a result of any breach by Customer of this sub-clause which causes a breach of any third party's intellectual property rights.

Whenever Sungard AS' performance of the Services are dependent on Customer furnishing Sungard AS with appropriate information, personnel or materials, Customer will furnish and process all such information, personnel and/or materials in an accurate and timely fashion. Sungard AS reserves the right to charge on a time and materials basis for any delays caused due to the failure of Customer to comply with this clause.

7. 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>.