

Storage as a Service - Service Terms

1. STORAGE AS A SERVICE

1.1. Features

Sungard AS will provide Storage as a Service at the site designated as the production site ("Production Site"). Storage as a Service shall be provided in a Storage as a Service allocation for the amount of storage in terabytes and in association with the Sungard AS equipment as specified in the Order.

Storage as a Service includes:

- (a) Installation of multi-path connectivity between the Storage as a Service and Sungard AS equipment, each located at the Production Site for the provision of Storage as a Service.
- (b) Allocation and provision of storage (in terabytes) from Storage as a Service infrastructure to Sungard AS equipment and/or Customer equipment.
- (c) Sungard AS administration of the Storage as a Service infrastructure.
- (d) When additionally subscribed to Managed OS Services, the 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.
- (e) Configuration of storage volumes and within the limitations of the Storage as a Service infrastructure.
- (f) Storage overhead of 30% of Customer's contracted Storage as a Service capacity available for growth or bursting with no additional Order required.
- (g) If Customer grows or bursts into the provided storage overhead, Customer can reduce capacity back to contracted level as required.
- (h) If Customer wishes to grow or burst beyond their 30% storage overhead, Customer must contract for the increased capacity. This additional storage capacity may need to be procured and installed so deployment time will be increased.
- (i) Storage capacity cannot be reduced below the initial storage capacity specified within the Order during the Term of the Order.
- (j) A minimum storage capacity may be applicable dependent on Sungard AS Delivery Location and storage performance tier.
- (k) Any storage usage above Customer's contracted Storage as a Service capacity will be charged per terabyte, to the nearest next terabyte, as per Customer rate card. Excess storage usage will be calculated daily and billed at the end of each month.

If the Managed OS Service 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 Sungard AS equipment and Storage as a Service infrastructure.

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. INTERSITE REPLICATION SERVICES

2.1. Features

Sungard AS will provide Intersite Replication Services between the Production Site and a secondary site ("Secondary Site"). Intersite Replication Services shall be provided for the amount of storage in terabytes and in association with the Sungard AS equipment as specified in the Order.

Intersite Replication Services includes:

- (a) Allocation and provision of storage (by the terabyte) as defined in the Order from the Storage as a Service Infrastructure at the Secondary Site
- (b) Continuous asynchronous replication of storage from the Storage as a Service Infrastructure at the Production Site to the Secondary Site
- (c) Replication network bandwidth
- (d) Monitoring of replication network status
- (e) Disabling replication from the Production Site on Customer and/or Sungard AS request, and presentation of Secondary Site storage to a server as specified by Customer in the Customer Design Requirements form for the purpose of business continuity and failover in the event of an outage, disaster, or planned works at the nominated Production Site
- (f) One scheduled Customer test failover per calendar quarter
- (g) Following recovery at test or time of disaster, Customer may request that Services are transferred from the Secondary Site to the Production Site

Intersite Replication Services does not include:

- (a) Committed recovery times, as these times are dependent on data volumes, rate of change, and other factors
- (b) Any changes required to failover or failback of Sungard AS managed components other than Storage as a Service, including Sungard AS Managed OS Services, Server Services, and Networking Services, some of which may be included in another contracted Sungard AS service
- (c) Any changes to Customer equipment by Sungard AS
- (d) Disaster recovery test plans

If Customers require failover or failback of any Sungard AS Services other than Storage as a Service that are not separately contracted for with Sungard AS, a chargeable consulting engagement will be required to assess, design, and implement to meet operational requirements, which may include one-off or on-going charges

3. VOLUME ENCRYPTION SERVICE

3.1. Features

Sungard AS will provide Volume Encryption Service at the Production Site, which shall be provided from the Storage as a Service infrastructure for the logical unit numbers (LUNs) or Storage Volumes as specified in the customer design requirements (CDR) form. A LUN (or Storage Volume) is an identifiable unit of data storage that is presented to a host server.

Volume Encryption Service will be applied to new Storage as a Service Storage Volumes as standard, ensuring that data is not readable if storage disks are repurposed, misplaced or stolen, unless specifically requested otherwise by Customer. Volume Encryption Service can be applied to existing Storage as a Service Storage Volumes upon receipt of an accepted Order. 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 Service is provided to the Storage Volumes on the disk.

Volume Encryption Service includes:

- (a) Software-based encryption of individual Storage Volumes as specified by Customer in an Order.
- (b) Evidence in a format, as specified by Sungard AS, to show that Volume Encryption has been applied to the above Storage Volumes.
- (c) Sungard AS management of encryption keys.

Volume Encryption Service is limited to the array and while data is at rest on the disk. The Volume Encryption Service 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 Service, the data will not be in an encrypted form. If Volume Encryption Service is added to an existing Storage Volume, data fragments written before encryption may be recoverable until all blocks have been overwritten.

Volume Encryption Service can be removed from Storage Volume(s) upon Customer request.

Should Customer terminate the Storage as a Service Volume Encryption Service, upon deletion of Storage Volumes, all data will be unreadable as encryption keys are destroyed.

4. SERVICE LEVEL AGREEMENTS

Target: The target for the Storage as a Service Infrastructure and the Sungard AS equipment 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 and Sungard AS equipment 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 infrastructure and Sungard AS equipment availability. At times, the Storage as a Service infrastructure and Sungard AS equipment may be working despite the measurement showing it to be unavailable. In this case, it will be deemed available if the Tiered Storage infrastructure and Sungard AS equipment is responsive to work requests.

Remedy: If Storage as a Service infrastructure and Sungard AS equipment 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 and/or Sungard AS equipment is unavailable due to failure of the Managed OS Services, or due to failure of Network Services into Storage as a Service. The other parts of this clause shall be read subject to this sub-clause.

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. BILLING

Customer's contracted Storage as a Service capacity plus additional storage usage fees, if any, will be invoiced by Sungard AS monthly in arrears at the billing address defined in the Order. Additional storage usage is collected daily, with fees calculated by taking the monthly per terabyte tier price multiplied by 12 and divided by 365.

In addition to any other charges specified in the Order, Customer shall pay ancillary charges, monthly in arrears, for: (a) shipment of item(s), at commercial rates if performed by Sungard AS, or at Sungard AS' cost plus 15% if performed by a third party supplier; and (b) technical assistance requested by Customer or its personnel which is not within that included in the charges specified in the Order, at Sungard AS' applicable staff rates in effect from time to time.

7. INCIDENT RESOLUTION SERVICES

Incident Resolution Services shall be provided for those devices or Services specified in the Order as covered by Managed Services (whether equipment Management, Operating System Management or Database Management Services), LAN Device Management Services, Microsegmentation Services or Managed Firewall Services.

Where Sungard AS detects a problem with an eligible device, Sungard AS will notify Customer's nominated personnel (as previously notified to Sungard AS in writing by Customer for this purpose) of the problem.

Depending upon the categorization of the problem associated with the eligible device, then within the corresponding timescale to respond from Sungard AS' detection or having been notified by Customer of the problem, Sungard AS will engage its then-available technical support personnel to assist (in conjunction with Customer's personnel) in problem diagnosis. Customer shall also, as soon as reasonably possible, make available its personnel to assist in problem diagnosis.

Sungard AS does not give any guarantee or warranty, nor is it a condition of the Agreement that Sungard AS can fix any detected or notified problem with any eligible device within any timescale, as resolution will depend upon the nature and circumstances of the problem, Customer's timely assistance and response times from equipment and Software vendors. However, where it is can do so, Sungard AS will use its reasonable endeavors to fix the problem as soon as possible and will otherwise liaise with the equipment and Software vendors, Customer, and Customer's suppliers to enable them to do so. Furthermore, until resolution of the problem, Sungard AS will escalate the problem internally in accordance with the escalation time flow procedures. In its attempts to remedy any problem, Customer shall be liable to pay Sungard AS' charges in relation to provision of any additional Sungard AS equipment or software, and any charges or costs levied by maintenance, software or equipment vendors that are called upon by Sungard AS to remedy the problem.

8. 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.

9. 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>.