

Workplace Recovery - Dedicated Service (North America) Terms

1. DEFINITIONS

“Covered Location” is defined as the Customer address specified on the Order for which Services are to be provided.

“Disaster” is defined as any unplanned event or condition that renders Customer unable to use the Covered Location or the equipment situated there for its intended computer processing and related purposes.

“Disaster Declaration” 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 which Services Customer requires.

“Support Staff” refers to Sungard-AS-provided operations, communications, security, transportation, systems software, and customer support personnel.

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

“Test Shift” equals eight (8) hours of consecutive test-time per contract year on a non-cumulative basis.

2. DEDICATED WORKPLACE

2.1. Dedicated Workplace Features

Sungard AS will provide Customer with an adequate and reasonable amount of space in the Delivery Location to house the number of seats and related computer and network equipment identified in the Order (“Dedicated Workplace”).

2.2. Dedicated Workplace General

Sungard AS estimates the availability of the Dedicated Workplace to be 60-90 days after Customer’s acceptance of Sungard AS’ proposed physical layout of the Dedicated Workplace.

Sungard AS retains title to all Sungard-AS-provided equipment located within the Dedicated Workplace space and will maintain such equipment. Customer-requested hardware upgrades will result in additional fees as agreed upon in writing by the Parties.

Customer shall have exclusive use of the Dedicated Workplace at time of Disaster, for Tests, and for the other business purposes (as further described below).

Customer may use the Dedicated Workplace for the duration of its Disaster, provided, however, that Customer will use all reasonable efforts to remedy the Disaster at the Covered Location.

Sungard AS will permit Customer to access the Dedicated Workplace in support of any maintenance activities Monday - Friday, during standard business hours (M-F, 8am to 5pm local time), by contacting Delivery Location’s operations manager at least 24 hours in advance.

Upon at least 48 hours’ notice, Sungard AS will permit Customer to utilize the Dedicated Workplace for other business purposes for up to ninety (90) days during standard business hours each contract year, unless otherwise agreed to in writing by the Parties. In the event of utilization of the Dedicated Workplace for such other purposes, Sungard AS will charge Customer the daily utilization fee set forth in the Order for any additional usage beyond ninety (90) days, as agreed to by the Parties.

Sungard AS reserves the right to relocate the Dedicated Workplace by providing Customer with at least ninety (90) days prior written notice. Any such relocation will be coordinate in advance with Customer to minimize interruption in Customer’s operations.

Customer will promptly provide Sungard AS with a list of Customer personnel who are authorized to have access to the Dedicated Workplace.

Customer agrees to maintain any equipment that it installs or otherwise uses in conjunction with the Dedicated Workplace in accordance with manufacturer specifications. Customer will be responsible for notification to maintenance vendors and for such vendor(s)' compliance with Customer's confidentiality obligations under the Agreement.

Sungard AS reserves the right to conduct periodic facility and infrastructure maintenance services at the Designated Sungard AS facility. Sungard AS will provide Customer with a courtesy reminder notice one (1) week in advance, via email notification, and Sungard will use reasonable efforts to minimize any interruption to Customer's Dedicated Workplace.

Customer agrees to be responsible for any reasonable costs associated with facility changes and/or additions resulting from installation requirements of Dedicated Workplace.

Customer will be responsible for providing Sungard AS with the name and telephone number of a Customer designated representative for notification in the event of any unplanned interruption of electrical or other facility services at the Delivery Location.

Upon Customer's request, and subject to the availability of support personnel at that time, Sungard AS will provide Customer with reasonable technical support to facilitate Customer's use of the Services provided under the Order. Any such support provided by Sungard AS will be invoiced to and paid by Customer at Sungard AS' then current hourly rate. A sign-in sheet will be kept in the Dedicated Workplace and all support will be logged including the name of the person providing service, the type of service provided and the start and end time of the service.

Sungard AS reserves the right to increase the monthly fees under the Order, annually, on each anniversary of the commencement date by the greater of (i) the United States Consumer Price Index – All Cities (or a comparable replacement index) during the then most currently available 12-month period, or (ii) 2%, whichever is greater.

Both Sungard AS and Customer will comply with Sungard AS' uniform policies regarding security, safety, operations, and other procedures for accessing and using the Dedicated Workplace, which are included in Sungard AS' Users' Guide and in other written documents that periodically are provided by Sungard AS to its customers.

Upon termination or expiration of the Order, 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 Dedicated Workplace.

3. DISASTER DECLARATION PROCESS

3.1. Disaster Declaration Process

Customer will provide its Disaster Declaration notice to Sungard AS in the manner described in the Users' Guide and will specify the Services identified in the Order that are required by Customer. When Customer utilizes the Dedicated Workplace during a Disaster, Customer will be invoiced the Declaration Fee and Daily Usage Fee identified in the Order.

4. TEST SERVICES

4.1. Test Services Features

Sungard AS will provide the Dedicated Workplace to Customer to Test for the number of Test Shifts stated in the Order.

Each Test Shift equals eight (8) hours of consecutive Test time per contract year on a non-cumulative basis.

Customer will comply with Sungard AS' Test Scheduling & Cancellation Policy as it is set forth in the Users' Guide on the Customer Portal at <http://www.mysungardas.com>.

5. SUPPORT SERVICES

5.1. Support Staff Features

Sungard AS will provide Support Staff, on a 24-hour-a-day, 7-day-a-week basis, as needed, while Customer is using the Dedicated Workplace during a Test or Disaster.

5.2. Users' Guide and Customer Portal Features

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