

Managed Backup Service Terms

1. DEFINITIONS

“Business Day” means Monday through Friday, excluding Customer and Sungard AS holidays.

“Business Hours” means 8:00AM to 5:00PM local time on a Business Day.

“Protected Servers” refers to Customer’s physical servers and virtual machines receiving Managed Backup Services.

2. DATA PROTECTION SERVICES

2.1. Managed Backup Services: Features

Sungard AS will provide the following for the Protected Servers in connection with the quantity of data identified in the Order:

- Installation and configuration of the Sungard-AS-provided backup software (including agents, if applicable) in accordance with Sungard AS’ standard backup policies and the completed customer design requirements (CDR) form
- Definition of backup methodology for virtual environments, databases and applications
- One initial data restoration test of a single file to Customer-provided server
- Retention of backed up data for the lesser of the period of time stated in the Order or the Term of the Order
- Monitoring of detected backup failures and subsequent remediation and reperformance
- If identified in the Order, replication or storage of backed up data offsite at the frequencies identified in the CDR form
- Monthly reports identifying the backup job, restoration and, if applicable, replication success rates

If identified in the Order, Sungard AS will provide retention of backed-up data on Customer-dedicated tapes for the lesser of the retention period stated in the CDR form or the Term of the Order and, if specified by Customer, will encrypt backed-up data using Customer-provided and retained passwords for encryption key generation.

2.2. Managed Backup Services: General

Customer will:

- Provide Sungard AS with the information necessary to adequately determine the infrastructure required to back up the data including, but not limited to, the number of Protected Servers and the quantity of data to be backed up
- Allow Sungard AS to have the connectivity and administrative-level user access to Protected Servers as necessary for Sungard AS to perform the Managed Backup Services
- Provide at least two (2) dedicated network interfaces for backup and management for each Protected Server
- Provide sufficient disk space for data restoration
- Provide required backup hosts for virtual environments
- Comply with Sungard AS’ Backup Policy, which is available in the Customer Portal at <http://www.mysungardas.com>

Data restoration requests for reasons other than data loss or corruption are limited to the number identified in the Order. Additional requests may incur additional fees as identified in the Order.

Due to backup size and the associated bandwidth requirements, Sungard AS does not guarantee that full backups will be scheduled on a particular day, that they will be completed within scheduled backup window(s) or that data restoration will occur within a defined period of time. Sungard AS is not responsible for backup or recovery failures caused by Customer maintenance, Customer failure to adhere to Sungard AS’ Backup

Policies, or Customer use of or changes to Sungard AS backup scripts or procedures, Protected Server, Customer infrastructure or Customer application failure.

Sungard AS' standard daily backup window begins at 6PM in the time zone in which the Protected Servers are located and ends at 6AM in the same time zone on the following day.

Incident resolution is limited to the backup infrastructure and is dependent upon Customer having provided dedicated management and administrative access.

Additional fees will be assessed for storage used by Customer in excess of the committed capacity identified in the Order.

Sungard AS will delete all Customer data residing on infrastructure located in a Sungard AS facility unless Customer provides written notice to Sungard AS requesting the data 90 days prior to the expiration or termination of the Services, in which case Sungard AS will ship the Customer data on a commercially available readable format at Sungard AS' then-prevailing rates for time, materials and shipping.

For offsite tape-based data retention identified on the Order where Customer has elected to encrypt the backed-up data, Sungard AS does not retain records of passwords for encryption key generation. In the event Customer does not have the necessary passwords, restoration of encrypted data cannot be performed. Sungard AS is not liable for restoration of backed up data from tape media more than 1 year old where Sungard AS has maintained such media according to manufacturer specifications.

3. DATA PROTECTION SERVICES SERVICE-LEVEL AGREEMENTS (SLAS)

3.1. Managed Backup Services: Backup Success Rate SLA

3.1.1. Agreement

The Protected Servers will be backed up successfully 98% of the time, measured on a monthly basis by computing the number of successful jobs (based on the job exit codes) divided by the total schedule of backup jobs configured (excluding failures that were subsequently successfully completed within 24 hours of the initial failure or caused by an operating system or application being open or in use during the backup window), provided that the quantity of such data does not exceed the amount identified in the Order and that restoration of data from tape media more than one (1) year old is not covered by this SLA.

3.1.2. Remedy

If Sungard AS fails to meet the Monthly Backup Jobs Success Rate for two months in any three-consecutive-month period, Customer is entitled to a credit equal to the percentages identified in the table below for each month in which the failure occurred.

Monthly Backup Jobs	Success Rate Service Credit (% of Order's Monthly Fee)
<98% and >=94%	6%
<94% and >=93%	8%
<93%	10%

4. STORAGE SERVICES SLA

4.1. Managed Backup Services: Restore Success Rate SLA

4.1.1. Agreement

Sungard AS will restore and make available to Customer data in a configuration identified as supported in the Sungard AS Backup Policy and backed up pursuant to the backup policy defined in the CDR form 98% of the

time as measured on a monthly basis by computing the successful restorations (based on the job exit codes) divided by the total number of restoration requests (excluding failures that were subsequently successfully completed within 24 hours of the initial failure), provided that the quantity of such data does not exceed the amount identified in the Order.

4.1.2. Remedy

If Sungard AS fails to meet the Success Rate SLA for two months in any three-consecutive-month-period, Customer is entitled to a credit equal to 10% of the Order's Monthly Fee for each month in which the failure occurred.

4.2. Managed Backup Services Response Time SLA

4.2.1. Agreement

Sungard AS will respond to Customer requests for support, restoration or changes related to the Managed Backup Services within 1 hour of receiving the request during Sungard AS' standard Business Hours and within four (4) hours outside of Sungard AS' standard Business Hours. This SLA does not cover completion of the requested activity within the committed response time.

4.2.2. Remedy

If Sungard AS fails to meet the Response Time SLA, Customer is entitled to a credit equal to 10% the Order's Monthly Fee for the month in which the failure occurs.

4.3. Services Notification SLA

4.3.1. Agreement

Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

4.3.2. Remedy

If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Order's Monthly Fee attributed to the affected Service for each failure in that month. In the event that Customer notifies Sungard AS within the 15-minute period regarding unavailability of equipment or Services, this remedy is not operational.

5. 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.