

Workplace Recovery – Shared (North America) Service 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.

“Multiple Disaster” refers to when one or more other Sungard AS customer(s) may declare a Disaster and require use of the same Recovery Resources at the same time as Customer.

“Recovery Resources” are defined as the facilities, equipment, network, and other resources used to provide the Services identified on the Order.

“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. DISASTER DECLARATION PROCESS AND WARRANTY

2.1. 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.

2.2. Warranty

Sungard AS warrants to Customer that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with Sungard AS’ obligations under the Agreement and the Order.

3. CENTER-BASED WORKPLACE RECOVERY SERVICES

3.1. Shared Workplace Recovery - Features

Sungard AS will provide an adequate and reasonable amount of office space in a Sungard AS facility, properly equipped to accommodate the Shared Workplace Recovery Services identified in the Order.

3.2 MegaVoice® Onsite ACD Configuration – Features

Sungard AS will provide the number of communication port(s), features and functionality detailed in the Order at a Sungard AS facility, which Customer may use in connection with Shared Workplace Services.

3.3. Dedicated Shelf Space or Cabinet - Features

Sungard AS will provide a powered dedicated shelf or cabinet in the identified Sungard AS facility where Customer may install Customer equipment to be used during Tests or a Disaster.

3.4. Center-Based Workplace Recovery Services — General

Unless otherwise stated, all Disaster Declaration and Daily Usage Fees for the Center-Based Workplace Recovery Services, as set forth in the Order, begin on day one (1) of a Disaster.

Customer may use the Center-Based Recovery Services for six (6) weeks following a Disaster Declaration. If a Disaster continues for longer than the 6-week period, Customer may continue to use the Center-Based Recovery Services, provided that this extended use is subject to immediate termination if, and when, any other customer declares a Disaster and requires use of the Center-Based Workplace Recovery Services, which were being used by Customer.

4. MOBILE WORKPLACE RECOVERY SERVICES

4.1. Mobile Workplace - Features

Sungard AS will commence the delivery of a vehicle to accommodate the Mobile Workplace Recovery Services described in the Order, to a destination in the continental United States (or Canada – if contracting for Services with Sungard AS' Canadian Affiliate) requested by Customer, within 24 hours of a Disaster Declaration.

4.2. Mobile Communications Services – Features

Sungard AS will provide the following to enable mobile communications connectivity to the Internet and/or into the Sungard AS network identified in the Order in conjunction with Customer's use of the identified Mobile Workplace Recovery Services:

- Dispatch of cellular communications equipment and mobile VSAT communications equipment (including satellite dish) to a Customer-designated destination in the contiguous continental United States and/or Canada within 24 hours of the Disaster Declaration
- If Customer contracts for a site survey in the Order, such site survey will be conducted by Sungard AS, at Sungard AS' then current rates and reasonable travel expenses. The site survey will verify that the Customer designated location can support the use of cellular and mobile VSAT communications services

4.3. Mobile Communications Services - General

If Customer conducts a Test of the Mobile Communications Services (cellular or mobile VSAT), Customer will be invoiced for a fee equal to the actual charges and those provided in the mobile test estimate, which is custom for each Test and location due to duration, proximity, bandwidth.

Sungard AS has sole and exclusive control of operation of the Mobile Communications Services. If circumstances occur which, in Sungard AS' reasonable judgment, pose a threat to the stable operation of the Mobile Communications Services, Sungard AS may take appropriate actions, including the discontinuance or suspension of the Mobile Communication Services, without any liability to Customer. Sungard AS shall give Customer as much notice as may be practical under the circumstances.

If Customer does not contract for a Sungard AS site survey in the Order, Customer will be responsible to provide Sungard AS with proof of the following:

- Cellular coverage to support the bandwidth identified in the Order
- Clear line of sight at an angle and direction appropriate to both the location of the designated destination and the location of the satellite transponder

Sungard AS shall not be liable for failure of the Mobile Communications Services to perform if the above requirements have not been met.

4.4. Mobile Workplace Recovery Services General

All Mobile Workplace Recovery Services are available for Customer's exclusive use following a Disaster Declaration in the time frame set forth above.

Customer may use the Mobile Workplace Recovery Services for the duration of a Disaster.

Sungard AS retains title to all the Mobile Recovery Resources.

If the Mobile Recovery Resources are sent to a non-Sungard-AS facility, Customer will, at its expense:

- Obtain or provide all permits, landlord consent and other authorization needed to make use of the Mobile Recovery Resources at such facility
- Provide a proper operating environment (including communication, power, network, and related infrastructure) and security for the Mobile Recovery Resources
- Return the Mobile Recovery Resources pursuant to Sungard AS instructions when Customer's use or right to use during a Disaster or Test ends
- Not relocate the Mobile Recovery Resources without Sungard AS' prior written consent, which are not to be unreasonably withheld
- With respect to any Sungard AS vehicle, provide a suitable location for Sungard AS to park the vehicle

5. TEST SERVICES

5.1. Test Services Features

Sungard AS will provide certain Recovery Resources 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>.

All Tests are subject to immediate cancellation by Sungard AS if, and when, another customer declares a disaster and requests use of the Recovery Resources being tested. Any such cancelled Test will be rescheduled as soon as possible.

6. SUPPORT SERVICES

6.1. 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 Workplace Recovery Resources at a Sungard AS facility during a Test or Disaster.

6.2. Users' Guide and Customer Portal Features

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

7. SERVICE CONDITIONS

7.1. Multiple Disaster Provisions

Customer's rights of immediate and exclusive use of the Workplace Recovery Services are subject to the possibility of a Multiple Disaster. The following provisions are intended to avoid or minimize contention for Recovery Resources during a Multiple Disaster.

Customer will have priority rights of access to and use of Recovery Resources designated by Sungard AS as “Priority Resources” that are not then being used by other affected customers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Customer is entitled to use them.

Customer and all other customers experiencing a Disaster will have equal rights of access to and use of Recovery Resources designated by Sungard AS as “Shared Resources,” irrespective of the order in which disasters occur or are declared. In such cases, Customer will reasonably cooperate with Sungard AS and the other affected customers in the use of the Shared Resources.

All Recovery Resources are designated by Sungard AS as Shared Resources or Priority Resources in Sungard AS’ reasonable discretion and are subject to change without notice, provided that Sungard AS shall not change the designation of a Recovery Resource at any time that a customer is using such Recovery Resource during a disaster.

If applicable Priority Resources and applicable Shared Resources are both available, Customer may choose which type to use. In an effort to avoid the need for shared or allocated use of any Shared Resources, Sungard AS will, to the fullest extent possible under the circumstances, take full advantage of and provide access to all of its other available Shared Resources.

Sungard AS will maintain records of its receipt of Disaster Declarations, which will be the exclusive basis for determining the order in which disasters are declared.

Sungard AS will not grant any other customer greater rights of access to or use of the Recovery Resources than are granted to Customer.

By signing or amending the Order, Customer warrants that the Covered Location is not experiencing a Disaster at that time.

Sungard AS will not enter into an agreement to provide use of any Recovery Resources at a time when the customer location to be serviced is then-currently experiencing a Disaster.

Sungard AS will monitor approaching storms or other situations of which Sungard AS is aware that might cause a Multiple Disaster and will use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.

7.2. General Service Conditions

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

Before the conclusion of any Test or Disaster, 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 Workplace Recovery Services.

Sungard AS may change the Workplace Recovery Services and, in such event, will:

- Notify Customer in writing at least sixty (60) days before making any change that might substantially and adversely affect Customer
- Provide Customer with a reasonable number of free additional Test Shifts to Test the affected Workplace Recovery Services
- Allow Customer to terminate the affected Workplace Recovery Services if Customer reasonably believes such a change substantially and adversely affects Customer use thereof. Customer’s written notice of termination must be provided no later than ten (10) days after Customer first uses the affected Workplace Recovery Services for either a Disaster or Test

Customer will be responsible for:

- All communications and similar third-party charges resulting from Customer's use of the Recovery Resources
- All power, fuel and other utility charges resulting from Customer's use of the Recovery Resources during a Disaster
- All costs associated with the transportation, delivery, operation, and ongoing support of Mobile Recovery Resources used by Customer
- All costs associated with the installation and de-installation of Mobile Recovery Resources used by Customer at non-Sungard AS locations
- Licensed operating system and applications that will run on the Sungard AS-provided hardware described in the Order

8. SPECIAL TERMS

One or more of the following terms may apply to the Workplace Recovery Services selected in the Order:

If a Declaration Fee of equal or greater value is charged in association with a Workplace Recovery Service on an Order, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.

Certain peripherals may be Shared Resources within a configuration that is a Priority Resource.

Certain peripherals may be Priority Resources within a configuration that is a Shared Resource.