



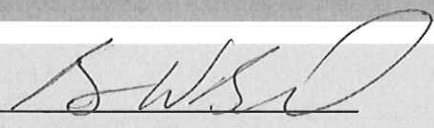
**Proposal to The State of West Virginia for Managed  
Hosting Services**

**RFQ: DEV1258**

March 7, 2012

**SUNGARD®**  
Availability Services

*Maintaining Availability through a Solid Managed Services Strategy*

By:   
Title: VP SALES  
Name: BRIAN W BEIND

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PURCHASING DIVISION  
STATE OF WV

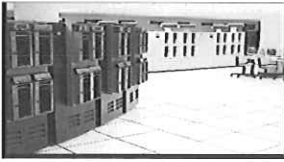
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## Confidentiality, Copyright & Trademark Notice

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## Transmittal Letter

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March 7, 2012

Mr. Paul Reynolds  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Dear Mr. Reynolds and the State of WV RFQ Evaluation Team:

Increasing the reliability and affordability of the IT infrastructure at the State of WV (the State) is critical to achieving the State's broader goal of customer satisfaction. The State of WV is seeking an experienced hosting provider to host and manage their production and backup IT infrastructure. This provider must possess the infrastructure, expertise, experience, services and technical support necessary to help the State achieve the highest levels of availability and operational resiliency. We believe that we are that provider. Our proposal offers the State a simple, actionable Managed IT Services approach that has been proven to deliver consistent services at a reasonable cost.

SunGard Availability Services LP (SunGard) recommends the use of our Hosting and Managed IT and Cloud Services combined with a set of implementation and support services designed to provide the State with the space, power and support services needed for you now and into the future. In evaluating various vendors, please keep in mind SunGard's particular strengths, which differentiate us from the competition. SunGard offers:

- An advanced hosting environment, featuring highly reliable data center facilities with raised flooring, state-of-the-art fire suppression and environmental controls, protected power and world-class security
- A wide range of hosting options, from secure cabinets to private and secure data center space, that allow you to offload the management of your environment so you can redeploy your staff to more strategic objectives
- Highly flexible service options, allowing our customers to select only the services they need from our continuum of solid, reliable information availability services – helping to ensure your solution continually meets your top priorities
- A strict process and procedure focus – our highly proactive culture, through ISO certification and documented procedures, gives us an unparalleled ability to react quickly and remedy critical issues, which is of essential value to our customers



Mark Thames • Account Executive • mark.thames@SunGard.com • 484.582.2433 (o), 484.614.6162 (c)

- 24/7 technical centers of excellence to monitor and support our customers' networks, security systems, applications, storage and other technology components
- Access to SunGard's acclaimed service of "CPU's on demand" to get-big-quick for your backup site, and bridge the gap should the State ever need to fail over to the secondary site. We can provide immediate access to CPU's on demand to bring the secondary site up to the capacity of the production site.

Over 10,000 customers worldwide trust the SunGard Availability Services group to keep their people and information connected. One primary reason they choose SunGard is because information availability is our sole business. We have refined our service suite over time to help produce increased revenues, decreased costs, and enhanced efficiencies for our customers. Also, unlike others in the industry, SunGard is vendor-neutral and independent of the pressures to sell particular hardware, network connectivity, or software packages.

We are eager to work with you to implement an outstanding combination of technology and methodology, one that will have a positive impact on the State's success. I will be your main point of contact during this evaluation period. The information provided in SunGard's proposal is accurate to the best of my knowledge, information and belief. SunGard is a legal entity that will meet the specifications set forth in the request for proposal, except where noted. Any exceptions can be found in the Statement of Understanding provided in the Appendix of this response. Pricing provided in this response is valid for 90 days.

Thank you for the opportunity to provide you with this proposal and for the opportunity to continue to earn your business.

Sincerely,

*Mark Thames*

**Mark Thames**  
Account Executive  
SunGard Availability Services  
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## SunGard's Government Focus

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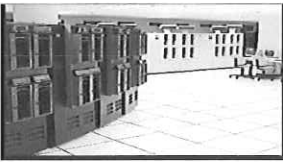
### Meeting the Critical Requirements of Governments Nationally

At SunGard, we understand that governments have unique, and often challenging, requirements. That's why we have developed a dedicated government sales team that works to effectively respond to our customers' needs as well as solutions designed to address the specific challenges faced in the government arena. Our professionals have vast knowledge and experience in collaborating with our government customers in addressing business requirements, technology complexities and the need for cost-effective solutions.

At SunGard, we operate on the premise that governmental organizations must be as resilient as possible. When developing information availability solutions, we start by examining processes and then looking at the underlying technologies. We also devote special attention to the most crucial facets of governmental operations, including systems, functions and data. And, we look for ways to engineer infrastructures to ensure the level of resilience that today's governmental organizations demand.

As the leading provider of information availability solutions, SunGard is on the forefront of issues affecting continuity and recovery for major industries. SunGard is proud of the solutions we have developed over the years for our government customers.

SunGard also recognizes the budgetary challenges state and local governments are facing. To address this, SunGard takes a sensible approach to the design, implementation and management of the services we provide to our government clients. We work to focus on key area of risk or benefit and work through other areas as an on-going process through our Service Delivery Team. As with our infrastructure and services, scaling allows our clients to receive the true benefits of SunGard at the appropriate time.



## Executive Summary

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By selecting SunGard as your managed hosting partner, the State can achieve the level of availability needed as your budgets and timelines determine. Our managed hosting services and secure facilities will provide the State with a secure environment and 24/7 professional support staff, allowing the State's staff to focus on areas that will be more beneficial to their customers. With a reliable and scalable hosting solution from SunGard in place, you will achieve a much more resilient stance, including:

- Consistently high levels of availability
- Increased operational efficiencies
- Access to high-performing infrastructure and services at a cost-effective price
- World-class support from technical experts
- Increased customer and stakeholder satisfaction and confidence

With SunGard, you'll find high levels of building security for your data, secure, redundant facilities for your hardware, reliable networks and systems, and sound expertise due to our 30+ years of experience in the information availability industry.

### SunGard is a Services Provider

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Over the past several years, SunGard has invested millions of dollars and significant R&D resources in becoming a World Class IT Services Organization. As our hospital clients work to improve on their delivery of patient care and become more competitive in their market, they can leverage SunGard's investment and gain benefit from the components of having a world class IT organization:

- **People** – SunGard has hired top leaders in the industry to design, build and manage our delivery of services. Every member of SunGard's Service Delivery Team is trained and incented to focus on service excellence and continuous improvement.
- **Process** – Through ISO 9001 and ITIL v3 industry standards for IT Service Management (ITSM), SunGard has built a true and tested process for service delivery. SunGard's Service Operation Delivery Model addresses all areas of service support and operations to ensure our clients receive the benefits of a premier ITSM process.
- **Technology** – SunGard has also made a significant investment in technology to support service delivery. With the latest tools and products in place to support monitoring, ticketing, reporting and the development of customized customer portal, SunGard is able to effectively deliver services based on a client's specific needs.

### Recommended Facilities

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For the purposes of this engagement, we are proposing that the State leverage our Richardson, TX Data Center as your primary hosting facility. This facility features raised floors, redundant power, redundant carrier-neutral network services, early warning fire detection systems, high levels of physical and network security, and consistent environmental controls. Both of these facilities are part of larger campuses that allow access to additional support services such as replacement recovery systems, end



user recovery and other information availability services. With a staff of highly skilled operations professionals monitoring your systems and providing expert operational support for your equipment, you are assured of world-class attention for your applications.

## Benefits of Partnering with SunGard

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SunGard brings the following Managed Services capability and skills to the State's project:

- **Hosting Expertise.** The SunGard Availability Services group operates 35 hosting data centers, each having between 10,000 to 300,000 sq. ft. of space, with state-of-the-art fire suppression and environmental controls, redundant network, power, generators, etc., and world-class security. These centers are dedicated to production systems and mission critical applications for over 2,000 customers. SunGard has a long history of data center management and is known for providing world-class infrastructure.
- **Quality Assurance Focus.** SunGard's QA program consists of the internationally recognized ISO 9001:2000 standard and Statement on Auditing Standards (SAS) No. 70. Our internal process and procedures are audited annually by our Quality Assurance team and bi-annually by Lloyd's Quality Registrars, as required, to maintain our ISO 9001:2000 and SAS70 certifications.
- **Highly Flexible.** Our solutions allow our customers to implement only the services they need from our continuum of solid, reliable hosting and support services – helping to ensure your solution continually meets your needs and priorities. Because of the number of applications and technologies supporting our healthcare clients today, a “one solution fits all” is less effective than providing the specific service sets for each application or system as needed.
- **Managed Services Portal.** Our portal allows customers to have real-time access to view all of their key information, such as infrastructure performance, problem and change history, account information, and the status of events that are monitored and managed by SunGard. Located on [www.mysungard.com](http://www.mysungard.com), the Managed Services Portal is browser-based and can be viewed from any location with Internet access.
- **Customer Service and Technical Support.** SunGard's 24/7/365 Integrated Operations Center (IOC) incorporates comprehensive technical, administrative and engineering support. Our technical experts are certified in a variety of IT industry standard disciplines and vendor-neutral certifications and are experienced in virtually all aspects of the IT infrastructure, including network, server, system, storage and security components.
- **One-Stop Provider.** SunGard's sole focus is to provide customer-focused solutions that span the Information Availability spectrum. To accomplish this we offer three unique service offerings: Managed IT Services, Disaster Recovery and Consulting Services. By offering a full suite of enterprise wide solutions our customers can leverage our one-stop provider approach to achieve increased efficiencies and lower costs.
- **Financial Stability.** SunGard has a strong balance sheet, and an over 30 year track record of growth and solid management.



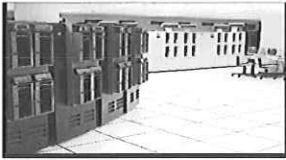
## Next Steps: Review, Discuss and Evaluate

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SunGard looks forward to expanding our partnership with the State by working on this important initiative. We believe you will find the information provided in the following pages useful in your evaluation. We would welcome the opportunity to meet with the State to review the services proposed in this RFQ response, help you evaluate your service options more effectively and share with you how we have helped other top healthcare organizations address these same needs. We would also like to invite the State to tour SunGard's proposed facilities and our Integrated Operational Center (IOC) in Denver, CO so that we can ensure your questions are fully answered.

**If selected as a finalist, SunGard recommends that the State and SunGard schedule a solution design session that would help determine the best and most appropriate solution for the State. With many services being discussed and various time drivers working in the background, we want make certain that we are delivering the most appropriate solutions, and also that these services are implemented in a fashion that has minimal impact on other strategic objectives. SunGard would greatly appreciate the opportunity to work with the State in this capacity.**

Please let your Account Executive, Mark Thames know if there is any additional information you require. We look forward to the opportunity to continue to support your information availability requirements, and to work together with the State as your long-term partner in this initiative.



## Service Overviews

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### *MANAGED IT SERVICES—Services Detail*

#### *Foundation Services*

As a SunGard client, you receive the following Foundation Services, which are included in the pricing provided:

- Dedicated account manager
- 24/7 access to the SunGard Support Services
- 24/7 physical security

Additionally, SunGard will:

- Maintain and enforce escalation policies for service requests directed to SunGard
- Ensure service request follow through
- Provide service request and problem reporting
- Provide a client care manager (liaison), in addition to the dedicated account manager
- Develop and deliver reporting as defined by the service level agreement
- Evaluate service levels and identify problem areas as defined by SLA

Along with those Foundation Services, SunGard recommends the following services to meet your needs:

#### *Hosting Services*

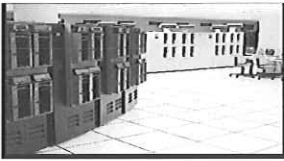
The data center is essential for day-to-day operations, making uninterrupted access to systems and information critical. SunGard's Hosting Services provide the infrastructure needed, without requiring an upgrade to your facilities. This suite of hosted offerings allows you to tap into SunGard's industry-leading, platform-independent infrastructure designed to deliver service level agreement-supported power and environment. This suite of offerings is designed to deliver the reliability, redundancy and security required to keep your business in business.

Key features and benefits of this service include:

- Avoidance or elimination of major expenditures required for in-house hosting solutions
- Reduced risk and increased cost-efficiencies through SunGard's experience and investments
- Flexibility for you to manage your own environment or rely on the experience and expertise of SunGard's IT professionals
- Ability to focus IT resources on core business
- An IT infrastructure that is positioned for rapid, cost-effective growth in support of business requirements.

The table below summarizes the features available for each Hosting Service.





Feature Summary	Secure Cabinet	Secure Hosting Bundle	Full Infrastructure Space	Secure Cage
Access to SunGard designed Data Centers	✓	✓	✓	✓
24x7 Facility Monitoring	✓	✓	✓	✓
24x7 Security Cameras	✓	✓	✓	✓
Private security using an electronic card key with customer pin code or lock and key	✓	✓		✓
SunGard Provided cabinet (dimensions: 96" (H) x 24" (W) x 42" (D), 42 U Customer access, two standard fixed shelves, full height two door configurations, heavy duty welded 12-gauge steel construction)	✓	✓	✓	✓
100% Power SLA	✓	✓	✓	✓
Includes Redundant Power	✓	✓	✓	
Includes Operational Support Hours		✓	✓	✓
Includes Standard Device Monitoring (Ten Devices)		✓		
Available in per Server Increments			✓	
Includes SunGard Management Infrastructure (Switch/KVM)			✓	
Customer Access	✓	✓		✓
Optional Customer-provided Cabinets				✓

SunGard's Hosting Services support the following offerings:

- Secure Cabinet
- Secure Hosting Bundle
- Full Infrastructure Space
- Secure Cage
- Secure Space
- Secure Suite
- SunGard-provided 19" cabinet

**Complementary Managed Services:**

Managed Internet Services  
Managed Firewall Service  
Monitoring Services

**Complementary Consulting Services:**

Technology Migration Service  
Business Impact Analysis  
Data Center Solutions



## ***Support Services***

Turning to SunGard for your hosted solution is a smart decision. It opens the door to our world-class infrastructure known for the highest levels of availability. Letting us make sure that your IT environment remains available, reliable and secure is an equally smart choice. When you contract for SunGard Support Services, you get certified technical, engineering and security specialists at your disposal to provide Hardware Installation and Operational Support Services to augment your internal capabilities.

Key features and benefits of this service include:

- Access to SunGard's certified technicians
- Minimizes need to deploy internal IT resources
- 24/7 support for customer problems and change management requests

## ***Hardware Installation Services***

As a SunGard customer, you can choose to install your own server hardware or have our trained professionals provide this service.

SunGard's Hardware Installation Support allows you to take advantage of the technical resources available at SunGard's hosting center. Your server hardware is installed on time, without affecting your implementation schedule, in your cabinet per specifications and per local and state codes.

SunGard's Hardware Installation Services provide:

- Faster and smoother implementation to a hosted environment
- Organizing and labeling cables

## ***Operational Support Services***

Operational Support Services provide access to highly trained technical personnel to assist on a 24/7 basis. This service is offers remote "hands and feet" to complete tasks defined below at your direction. SunGard will promptly provide resources to you after you have made contact with the SunGard Service Desk.

SunGard's Operational Support Services provide assistance for the following standard tasks:

- Reporting indicator light status
- Observing equipment functionality
- Performing physical tasks at customer's direction
- Operating switches per customer's instructions
- Reporting physical conditions within your environment
- Power-cycling of equipment or soft reboot (performed via keyboard) when possible



- Issuing operating system commands via keyboard as directed by the customer
- Changing removable media
- Visually verifying connectivity

This service is offered in blocks of five hours. Customers have the ability to use their support hours as required for all hosted equipment set forth in the agreement.

When you exceed their contracted number of hours, SunGard will provide support on a time and materials basis at SunGard's then standard rates.

### ***Equipment Management Services***

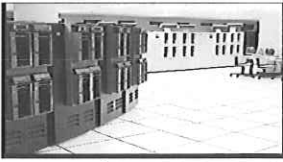
Equipment Management Services is an inherent service that is included within SunGard's management suite of services. This service provides support for hardware and firmware issues on SunGard managed equipment and enables SunGard to act as your agent to help resolve all related hardware and firmware issues on a 24/7 basis or as needed.

In order for any approved system to be registered under SunGard's Equipment Management Service, all system components must be installed and configured by SunGard.

This service is not offered as a stand-alone service and is bundled in many Managed Services.

SunGard's Equipment Management Services provide:

- 24/7 on-site equipment support to help ensure immediate response to equipment support requests,
- Augmentation of in-house IT staff, which is ideal for start-up companies that lack full IT staff or large organizations seeking to redeploy resources to more strategic initiatives
- Time savings and cost savings through travel avoidance
- Access to the experience and expertise of SunGard's technical staff and proven best practices and policies
- Access to SunGard's extensive experience in multi-vendor environments
- Updating of equipment microcode or firmware as needed
- Maintaining equipment as required by the vendor or requested by customer and within guidelines of SunGard's Change Management policies
- Resolving detected equipment failures within the guidelines of SunGard Problem Management policies
- Administering vendor maintenance/service contracts for SunGard- or customer-provided equipment

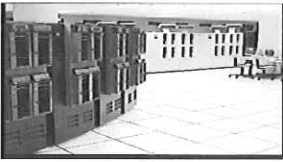


**Services Prerequisites:**

Hosting Services  
Server Services (Equipment Management  
Services only)

**Complementary Managed Services:**

Server Services  
Application Management Services



## Completed RFQ Documents

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The following pages contain the completed RFQ documents including:

- RFQ pages 1-4 signed and completed at bottom of page
- Purchasing Affidavit, page 12 of RFQ
- Signed RFQ Addendum 1
- Signed RFQ Addendum 2



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER:  
**DEV1258**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**PAUL REYNOLDS**  
**304-558-0468**

PURCHASING

\*B30134126 484-582-4906  
 SUNGARD AVAILABILITY SVS  
 680 EAST SWEDSFORD RD  
 WAYNE PA 19087

SHIP TO

WV DEVELOPMENT OFFICE  
 ADMINISTRATION  
 BUILDING 6, ROOM 645  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0311 304-558-0350

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/16/2012				

BID OPENING DATE: **03/07/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		920-19		
<p>COMPUTER MANAGEMENT</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEVELOPMENT OFFICE ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF COMMERCE IS SEEKING A VENDOR TO PROVIDE MANAGED HOSTING SERVICES FOR THE DIVISION'S WEB PLATFORM WWW.WVCOMMERCE.ORG PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 972-650-8531	DATE 3/5/12
TITLE VP SVCS	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

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RFQ NUMBER  
**DEV1258**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**PAUL REYNOLDS**  
**304-558-0468**

ROBERT

\*B30134126 484-582-4906  
 SUNGARD AVAILABILITY SVS  
 680 EAST SWEDSFORD RD  
 WAYNE PA 19087

SHIP TO

WV DEVELOPMENT OFFICE  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 972-650-8531	DATE 3/5/12
TITLE VP SALES	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

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\*B30134126 484-582-4906  
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**WAYNE PA 19087**

SUPPLIER

**WV DEVELOPMENT OFFICE**  
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BID OPENING DATE: **03/07/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: PAUL REYNOLDS FILE 43</b></p> <p><b>RFQ, NO.: DEV1258</b></p> <p><b>BID OPENING DATE: 03/07/2012</b></p> <p><b>BID OPENING TIME: 01:30 P.M.</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p>-----</p> <p><b>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:</b>  <b>(1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 972-650-8531	DATE 3/5/12
TITLE VP SALES	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

REQ NUMBER  
**DEV1258**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**PAUL REYNOLDS**  
**304-558-0468**

**VENDOR**  
 \*B30134126      484-582-4906  
**SUNGARD AVAILABILITY SVS**  
**680 EAST SWEDES FORD RD**  
**WAYNE PA 19087**

**SHIP TO**  
**WV DEVELOPMENT OFFICE**  
**ADMINISTRATION**  
**BUILDING 6, ROOM 645**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0311      304-558-0350**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/16/2012				

BID OPENING DATE: **03/07/2012**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>***** THIS IS THE END OF RFQ      DEV1258 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 772-650-8531	DATE 3/5/12
TITLE VP SALES	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

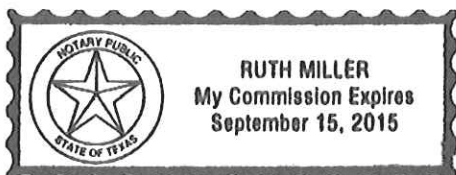
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Sumner Availability Services LPAuthorized Signature: [Signature] Date: 3/5/12State of TexasCounty of Dallas, to-wit:Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of MARCH, 2012.My Commission expires Sept 15, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 DEV1258

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 PAUL REYNOLDS  
 304-558-0468

\*B30134126 484-582-4906

SUNGARD AVAILABILITY SVS  
 680 EAST SWEDESFORD RD

WAYNE PA 19087

WV DEVELOPMENT OFFICE  
 ADMINISTRATION  
 BUILDING 6, ROOM 645  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0311 304-558-0350

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2012				

BID OPENING DATE: 03/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ANSWERS TO VENDOR QUESTIONS ATTACHED.		
				ADD: EXHIBIT 10		
				BID OPENING DATE REMAINS 03/07/12 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		920-19		
				COMPUTER MANAGEMENT		
				***** THIS IS THE END OF RFQ DEV1258 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 972-650-8531	DATE 3/5/12
TITLE VP SALES	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## Section 4.1 states:

- Develop a data storage plan and automated service to purge the application of old log files on a monthly basis. Commerce wishes to keep 13-months of traffic history at all times.
- Vendor Question: Will there be any more detailed scope provided for this expectation prior to the submission date?
- Answer: The Department of Commerce does not plan to provide any more detail concerning either of the items prior to the bid submission date. In our estimation, there are adequate hours built into this RFQ to perform both of these tasks. If unforeseen issues develop while performing these tasks we will work with the successful vendor on additional hours to complete these tasks.
- Vendor Question: If not, will Commerce accept scope provided by the vendor in the RFP response that is based upon the vendor's assumption of the scope?
- Answer: Yes.
- Configuration changes to the Web application will be needed, because the analysis currently is done on the database server.
- Vendor Question: Will there be any more detailed scope provided for this expectation prior to the submission date?
- Answer: The Department of Commerce does not plan to provide any more detail concerning either of the items prior to the bid submission date. In our estimation, there are adequate hours built into this RFQ to perform both of these tasks. If unforeseen issues develop while performing these tasks we will work with the successful vendor on additional hours to complete these tasks.
- Vendor Question: If not, will Commerce accept scope provided by the vendor in the RFP response that is based upon the vendor's assumption of the scope?
- Answer: Yes.
- Vendor Question: DEV1258 RFP states that the hours under Section 4 are estimates for evaluation purposes only, we are concerned that the estimated hours for work to be performed under this Section are significantly under estimated. In addition, often times when one piece of code is worked on for what may appear to be a simple change, the domino effect occurs which impacts other sections of the code, which will incur additional hours to analyze and fix. As an Open-End Contract, will there be hours well above the estimate available for the work outlined in Section 4 and potential impacts on other sections of the code?
- Answer: The Department of Commerce will work with the successful vendor to assure that the vendor will have adequate time to deal with unforeseen circumstances that develop during the transition or in the future.





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DEV1258**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**PAUL REYNOLDS**  
**304-558-0468**

VENDOR

\*B30134126 484-582-4906  
 SUNGARD AVAILABILITY SVS  
 680 EAST SWEDESFORD RD  
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SHIP TO

WV DEVELOPMENT OFFICE  
 ADMINISTRATION  
 BUILDING 6, ROOM 645  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0311 304-558-0350

DATE PRINTED <b>02/27/2012</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **03/07/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
ADDITIONAL ANSWERS TO VENDOR QUESTIONS ATTACHED.						
BID OPENING DATE REMAINS 03/07/12 @ 1:30 P.M.						
NO OTHER CHANGES.						
0001		EA		920-19		
COMPUTER MANAGEMENT						
***** THIS IS THE END OF RFQ DEV1258 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 972 650-8531	DATE 3/5/12
TITLE VP 50265	FEIN 232106195	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## ADDENDUM NO. 2

## VENDOR QUESTIONS - DEV1258

- o Vendor Question: In order to run a virtual environment, you need a Hypervisor, which is a dedicated server that facilitates the virtual environment. Among other things, it hosts the VM licenses and controls/routes access to the virtual servers and data base. Are we to include the costs of a Hypervisor in this bid? If so, what are the CPU specs for the Hypervisor? If not, what is Commerce's recommendation on how the virtual environment is to operate?

- o Answer: This is addressed in two places in the RFQ. Under our Hosting Strategy, we say: "Commerce is seeking a Private Cloud solution. We wish to virtualize 3 servers, using VMware (virtual machines) or the equivalent technology. Please specify VMware with High Availability. The VMs will sit on physical gear. The following server specifications are provided with this strategy in mind."

The diagram on p. 4 shows the desired environment. In the specs it lists a requirement for "Suitable VMware Boot Media" and in the diagram we show that the "server connects to the Storage Array, therefore it needs only suitable VM boot media" on the two servers.

We did not specify the "suitable" "physical gear" in detail to allow some flexibility by bidding vendors for solutions that meet the specifications for supporting virtual machines of specified size and capacity.

- o Vendor Question: The RFP does not specify a Firewall to be in place to protect the virtual environment. Does Commerce want to include a Firewall or are we to bid without a Firewall?
- o Answer: Specs are on page 5, under "other services provided by the Managed hosting facility" 3.1 one (1) Firewall, Shared (specs listed in RFQ.)

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

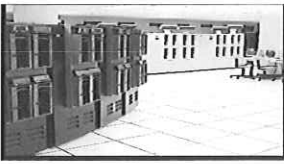
NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*[Handwritten Signature]*  
SIGNATURE

*SUNGUARD AVAILABILITY SERVICES LP*  
COMPANY

*3/5/12*  
DATE



## Proposed Pricing

---

SunGard bases its pricing of services on several factors which include, but are not limited to, contract term, recurring instances of a specific service (management or monitoring), and the amortization of a hardware and project labor or management which is included in the proposed services. The one-time fees are in place to cover part of the labor and capital costs that SunGard incurs during the implementation process.

In addition to the Monthly Fees set forth in the work sheet(s) the State should refer to Section 2, "Fees and Expenses," of SunGard's Master Agreement, which set forth additional fees, such as taxes and price increases, for which the State shall be responsible but which cannot be determined ahead of time.

**The monthly managed hosting fee: \$ 23,729 x 12 months = \$284,748 annual fee.**

**Application set up, configuration and testing: \$ N/A per hour x N/A hours =  
\$4,910 one-time set-up fee.**

**System administration support: \$ \_\_\_\_\_ per hour x 4 hours per month x  
12 months = \$ annual fee. SEE BELOW**

**Monitoring Services: Web Server with Transactions - \$250 one-time fee and \$235  
per month per instance.**

**(This is an estimate for evaluation, only.)**

Please provide the vendor's service level agreement terms along with the pricing for our review. The selected vendor must comply with West Virginia's general terms and conditions for RFQs.

**SunGard Response:** SunGard's Service Level Agreement can be found in the following section. SunGard's Statement of Understanding can be found in the Appendix of this response which outlines any exceptions taken to the RFQ.



## SunGard Service Level Agreements

The State can count on the integrity of our SLAs for your data service level commitments. If SunGard fails to meet a defined Service Level during the Agreed Term of the Schedule, the State is entitled to a credit as detailed in SunGard’s Agreement. These Service Level Commitments are tied to specific services provided by SunGard which may vary based on the solution set selected by the State.

In accordance with the parties’ existing Master Agreement terms and conditions and as provided in Section J, Service Level Commitments, of SunGard’s Managed IT Services Exhibit, and Section F, Service Level Commitments, of SunGard’s Colocation Services Exhibit, SunGard’s SLAs are as follows:

### System Availability – 99.9%

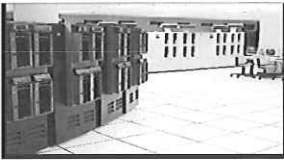
System Availability is defined as the availability of the Server OS to perform work as defined in SunGard’s Managed IT Services Exhibit. Meeting this SLA is based on an Availability Percent of 99.9% as calculated in the following table.

Variable	Definition
Monthly Hours	Total number of hours in a month.
Scheduled Downtime	Total time in the month that the service is scheduled as unavailable either by maintenance or by customer request.
Unscheduled Downtime	Total time in the month that the service was unavailable due to an action by SunGard unrelated to scheduled downtime. Obtained from RCOA.
Scheduled Uptime	Monthly hours minus Scheduled Downtime.
Available Hours	Scheduled Uptime minus Unscheduled Downtime.
Availability Percent	Available Hours divided by Scheduled Uptime, rounded to the nearest 10 <sup>th</sup> .

### Network Hardware Availability – 99.5%

Network Hardware Availability is defined as the availability of the equipment to perform work as defined in SunGard’s Managed IT Services Exhibit. Meeting this SLA is based on an Availability Percent of 99.5% as calculated in the following table.

Variable	Definition
Monthly Hours	Total number of hours in a month.
Scheduled Downtime	Total time in the month that the service is scheduled as unavailable either by maintenance or by customer request.
Unscheduled Downtime	Total time in the month that the service was unavailable due to an action by SunGard unrelated to scheduled downtime. Obtained from RCOA.
Scheduled Uptime	Monthly hours minus Scheduled Downtime.
Available Hours	Scheduled Uptime minus Unscheduled Downtime.
Availability Percent	Available Hours divided by Scheduled Uptime, rounded to the



	nearest 10 <sup>th</sup> .
--	----------------------------

**Internet Access Availability – 99.99%**

Internet Access Availability is defined as the ability to route a data packet from a customer’s private segment to the egress point on the public Internet. Meeting this SLA is based on an Availability Percent of 99.99% as calculated in the following table.

Variable	Definition
Monthly Hours	Total number of hours in a month.
Scheduled Downtime	Total time in the month that the service is scheduled as unavailable either by maintenance or by customer request.
Unscheduled Downtime	Total time in the month that the service was unavailable due to an action by SunGard unrelated to scheduled downtime. Obtained from RCOA.
Scheduled Uptime	Monthly hours minus Scheduled Downtime.
Available Hours	Scheduled Uptime minus Unscheduled Downtime.
Availability Percent	Available Hours divided by Scheduled Uptime, rounded to the nearest 10 <sup>th</sup> .

**Power Availability – 100%**

The Power Availability SLA covers the Hosting Space and the associated Availability Percent as identified in SunGard’s Managed IT Services Exhibit. Power Availability is defined as the delivery of adequate power levels to customer Hosting Space. Meeting this SLA is based on an Availability Percent of 100% as calculated in the following table.

Variable	Definition
Monthly Hours	Total number of hours in a month.
Scheduled Downtime	Total time in the month that the service is scheduled as unavailable either by maintenance or by customer request.
Unscheduled Downtime	Total time in the month that the service was unavailable due to an action by SunGard unrelated to scheduled downtime. Obtained from RCOA.
Scheduled Uptime	Monthly hours minus Scheduled Downtime.
Available Hours	Scheduled Uptime minus Unscheduled Downtime.
Availability Percent	Available Hours divided by Scheduled Uptime, rounded to the nearest 10 <sup>th</sup> .







## Proposed Facility Specifications

With over five million square feet of datacenter and operations space, the SunGard Availability Services group assists IT organizations across virtually all industries and government sectors to prepare for and recover from emergencies by helping them minimize their computer downtime and optimize their uptime. We help organizations maintain uninterrupted access to the information systems they need in order to do business.

By securing SunGard as your supplier, the State can leverage our hardened data center space, state-of-the-art fire suppression and environmental controls, protected power and world-class redundancy systems, as well as the multiple layers of physical security you require to keep your business up and running. In addition, our data center facilities provide maximum network reliability and unequalled connectivity by utilizing leading technologies throughout the data center.

SunGard's hosting facilities are located outside of known severe weather (e.g. tornado alley) and seismic (e.g. not located on a fault line) zones. In addition SunGard facilities are engineered and constructed in accordance with local building codes, which take into consideration historical and peak weather phenomena on a geographic basis

### *NORTH AMERICA & EUROPE by Location*







## Compliance

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SunGard's Managed Services business unit is structured around ITIL v3 framework. We have selected this framework as it is internationally recognized, mature, and provides the ability to have accountability, ownership and transparency around ITSM. We view our best practices in the following categories:

### Structure

SunGard has invested heavily in our service delivery organization. Specifically, we have dedicated teams focused on both the "reactive" work such as Incident, Change, and Monitoring as well as Proactive teams focused on Problem, Capacity, and Service Release. These teams interact with one another to ensure knowledge sharing, escalation, and remediation and are also focused on their specific responsibilities to ensure all facets of service delivery are being managed as it relates to the lifecycle of the customer.

### Process

SunGard's processes support our service delivery structure and allow for optimal workflow, efficiency, repeatability, and scalability. These processes are constantly reviewed and updated based on changes in the business as well as customized on a per customer basis as needed. Within the processes, we have identified the key "touch-points" where our customers' processes integrate with ours. Processes are audited by an external third party on a bi-annual basis and certified to ISO 20000-1:2005 requirements.

### Tools/Automation

To make the best use of our people, process, and service delivery structure, SunGard leverages best of breed tools and technologies in order to deliver our services in the most effective fashion. These tools provide for 24/7 monitoring/reporting and automation that includes server builds, patching, usage based analysis, and capacity management. In addition, we have core systems that are designed to expedite the identification and remediation of issues when identified.

### Continual Improvement

SunGard utilizes the ITILv3 best practices continual service improvement model and the seven step improvement process to constantly identify where we are, where we want to be, how to get there, validate we got there and keep the improvement momentum going. These improvements are based on objective measurements that are constantly gathered and analyzed to ensure continual improvement and are certified by ISO 20000-1:2005.

All policies and procedures are audited on an annual basis by the internal audit team to ensure conformance and relevance. Corrective action is taken by the process owner to update, refresh, create or decommission a policies or procedures that require action. New or updated policies and procedures are reviewed by a cross functional team to ensure the process is effective, complements existing processes and roles and responsibilities are understood.

### Compliance

Starting in 2011 the SAS 70 Standard has been replaced by the SSAE 16 audit standard. The audit is performed annually, covering the previous 12-month time period and ending September 30th. This



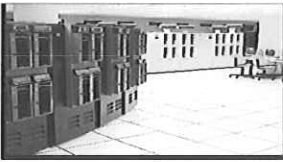
audit is based on a set of SunGard-defined controls, on which our external auditor (KPMG) renders an opinion per the design and effectiveness of the control environment. Under the new SSAE 16 standard SunGard Management will be attesting to the controls as being in place during the entire reporting period. Due to the proprietary and confidential nature of the SSAE 16 report, SunGard only provides the full report to current customers upon request; however, our SSAE 16 proof of Managed Hosting Letter can be found in the Appendix of this response.

In addition, SunGard adheres to industry standards such as ITILv3, certain Payment Card Industry – Data Security Standards (PCI-DSS), Safe Harbor compliance; SAP certified hosting partner and the FFIEC (Federal Financial Institutions Examination Council) requirements for our internal operations.

**Our Service Delivery Model:**

SunGard's Service Delivery Model is based on the ITIL v3 Framework. Our support structure is broken into the following divisions:

- Solution Design – Responsible for driving solution standards including reference architecture, solution architects, product strategy, and integration with Sales, Marketing, and Product.
- Service Operations – Responsible for Incident, Change, and Monitoring support services
- Service Support – Responsible for Capacity, Problem, Business Continuity, Security, and Service Release
- Service Transition – Responsible for all Project Management and customer implementations
- Data Center Operations – Responsible for local data center operations around facility and remote hands
- Service Management – Responsible for Customer Service including Service Desk, Compliance and Continual Improvement, and customer account management from an operations perspective.



## SunGard Appendix

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### SunGard Appendix A. SunGard's Statement of Understanding

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Please find SunGard's Statement of Understanding below. This document outlines any exceptions taken to the RFP. Printed copy follows this page.



Statement of  
Understanding.doc

### SunGard Appendix B. SunGard's Financial Stability

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SunGard Data Systems Inc., SunGard Availability Services LP's parent company, is one of the world's leading software and IT services companies. SunGard Data Systems serves more than 25,000 customers in more than 70 countries, including the world's 25 largest financial services companies.

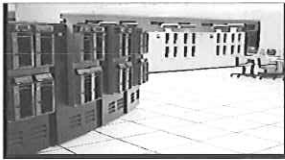
SunGard Data Systems provides software and processing solutions for financial services, higher education and the public sector. SunGard also provides disaster recovery services, managed IT services, information availability consulting services and business continuity management software.

With annual revenue exceeding \$5 billion, SunGard Data Systems is ranked 435 on the Fortune 500 and is the largest privately held business software and services company on the Forbes list of private businesses. Based on information compiled by Datamonitor\*, SunGard Data Systems is the third largest provider of business applications software after Oracle and SAP. Continuity, Insurance & Risk has recognized SunGard Data Systems as service provider of the year an unprecedented five times. For more information, please visit SunGard Data Systems at [www.sungard.com](http://www.sungard.com).

More than 10,000 customers worldwide, across every major industry, trust the SunGard Availability Services group to keep their people and information connected. They rely on our expertise because they have no tolerance for service interruptions. They want resiliency to mitigate risk and they deserve solutions that are custom-tailored for the way they operate.

Information availability is SunGard's core business. SunGard's total focus is getting the right information to the right people at the right time. With SunGard as a trusted IT partner, you can leverage our expertise to help grow revenues, reduce costs and improve your customer satisfaction.





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## SunGard Financial Stability

The SunGard Availability Services group is a \$1.47 billion dollar organization, backed by the strength and resources of our parent company, SunGard Data Systems Inc., a Fortune 500 company with annual revenue of over \$5 billion. With over 25,000 customers in 70 countries, SunGard Data Systems has experienced consistent yearly revenue growth. The SunGard Availability Services group, which accounts for over 30% of company revenue, has also continued to post yearly revenue growth. For detailed financial information, please visit:

<http://www.sungard.com/aboutsungard/financialinformation.aspx>



SunGard 2010  
Earnings.pdf

*\*In keeping with our Sustainability Policy, printed copy can be provided upon request.*

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## SunGard Appendix C. SunGard's Agreement Documents



SunGard Managed  
Services Exhibit.pdf

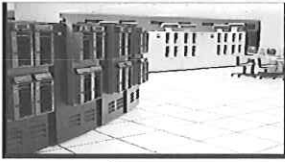
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## SunGard Appendix D. SunGard's Proof of Managed Hosting

Beginning in June 2011, SunGard's former SAS (Statement on Auditing Standards) No. 70 standard will be replaced by the SSAE 16 audit standard. The audit is performed annually, covering the previous 12 month time period and ending September 30th. This audit is based on a set of SunGard-defined controls on which our external auditor (KPMG) renders an opinion per the design and effectiveness of the control environment. Under the new SSAE 16 standard, SunGard Management will be attesting to the controls as being in place during the entire reporting period. Due to the proprietary and confidential nature of the SSAE 16 report, SunGard only provides the full report to current customers, upon request. In lieu of the full report, we are including below a copy of our 2010 SAS 70 prospect letter, which outlines all of the control objectives covered in the full report that the proposed facilities are audited against.



SunGard Attestation  
SAS 70 valid thru 11..



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## SunGard Appendix E Printed Copy of Embedded Documents

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Printed copy of the documents embedded in the soft copy of this response, follow this page.

### Statement of Understanding by SunGard Availability Services LP

SunGard Availability Services LP ("SunGard") has prepared this response in accordance with its understanding of your requirements based on the information provided in your proposal request (the "Proposal") to evaluate the possibility of a business relationship with SunGard. SunGard's response is not intended to be a binding contract or document. SunGard looks forward to your subsequent issuance of your formal Request for Proposal so that SunGard may more fully understand your service requirements and accordingly, develop a more detailed and final offer with respect to those requirements.

Please be advised that SunGard's response contains SunGard's confidential information including methods SunGard uses to price and market its' services which, if obtained by any third party, would eliminate a competitive advantage in the industry developed by SunGard at considerable expense over many years. In consideration of SunGard's disclosure, you may not reproduce or make this information available to any person outside of your employees and agents bound by obligations of confidentiality, that are responsible for the Proposal and the related contract award, except as required by applicable public access regulations or laws.

SunGard has included with its response to your Proposal its standard Global Master Services Agreement and applicable Services Exhibit (hereinafter collectively referred to as "SunGard's Agreement") so that you may be aware of SunGard's current standard legal terms and conditions under which its services are generally made available to customers. As you will note, SunGard's Agreement specifically addresses and clarifies a number of items raised in the Proposal, and in some instances may provide you with additional rights. Further, there are several provisions in SunGard's Agreement that must be part of every services agreement, for example "Term and Termination," "Indemnities," and "Limits of Liability," Please note, it is SunGard's position that SunGard's offer to contract is dependent upon your acceptance of Indemnities and Limits of Liability provisions, and any modification thereof by you or by law shall be deemed null and void by SunGard. **SunGard understands that SunGard's Agreement will be the basis for the final agreement between the parties and SunGard's response including pricing is based on SunGard's Agreement terms and conditions.** SunGard desires to be selected as the successful bidder for the services requested in the Proposal and upon contract award, will work diligently with you to finalize the terms of the resulting Agreement so that they fully reflect the mutually agreeable obligations and responsibilities of the parties. **SunGard understands that until such time as the parties execute SunGard's Agreement, any requirements with respect to the Proposal and SunGard's response thereto are non-binding on either party.**



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## SunGard Announces Fourth Quarter and Full-Year 2010 Results

Wayne, PA – February 17, 2011 – SunGard, one of the world's leading software and technology services companies, today reported results for the fourth quarter and full-year ended December 31, 2010. For the fourth quarter, revenue was \$1.34 billion, down 6% year over year. Excluding the results of one of our trading systems businesses, a broker/dealer, revenue and organic revenue were both up 1%. For the fourth quarter, operating income was \$202 million, compared to an operating loss in 2009 of \$943 million. Adjusted EBITDA was \$428 million, down 2%, and adjusted operating income was \$342 million, up 1%. During the quarter, the Company sold its Public Sector U.K. operation, which is treated as a discontinued operation and is no longer reported in continuing operations. Adjusted EBITDA, adjusted operating income, and organic revenue are defined in Notes 1, 2 and 3 in the Notes attached to this release.

Cristóbal Conde, president and chief executive officer, commented, "We had a strong finish to the year and won some large multi-million dollar deals. We are selling more strategically at a higher level and our wins are helping move us in a good direction. The tone of business is improving but somewhat unevenly and at different rates across our businesses. Overall, our competitiveness is very strong and we are optimistic about our outlook tempered by some caution regarding the macro-economic environment."

For full-year 2010, revenue decreased 6% to \$4.99 billion. Excluding the broker/dealer business mentioned above, revenue and organic revenue were both up 1%. Adjusted EBITDA was \$1.41 billion and adjusted operating income was \$1.07 billion. For full-year 2010, operating income was \$268 million, compared to an operating loss in 2009 of \$581 million.

**Financial Systems** revenue decreased 6% to \$786 million in the fourth quarter, with total revenue of \$2.81 billion for the year. Excluding the broker/dealer business mentioned above, revenue and organic revenue were each up 6% for both the quarter and the full year. License fees were \$98 million, an increase of \$15 million compared to the fourth quarter of 2009. For full-year 2010, license fees were \$237 million, an increase of \$63 million compared to last year.

# SUNGARD®

Notable deals in the quarter included the following:

- A leading Canadian financial institution selected SunGard's Adaptiv risk management solution to help manage its market and credit risk.
- One of the world's largest financial institutions selected SunGard's Asset Arena to help build a fund accounting solution.
- A leading global provider of XBRL (eXtensible Business Reporting Language) solutions selected SunGard to provide business process outsourcing services to help expand its current electronic data gathering and filing capabilities.

**Higher Education** revenue decreased 5% to \$130 million in the fourth quarter, with total revenue of \$502 million for the year. License fees were \$13 million, a decrease of \$1 million compared to the fourth quarter of 2009. For full-year 2010, license fees were \$36 million, an increase of \$4 million compared to last year.

Notable deals in the quarter included the following:

- A leading U.S. medical school selected SunGard's Banner Digital Campus solution and application hosting.
- One of the largest independent educational institutions in the U.S. Pacific Northwest extended its relationship with SunGard to help manage its information technology.
- A national public research university in South Carolina selected SunGard's Banner Digital Campus solution to help improve its technology infrastructure.

**Public Sector** revenue decreased 7% to \$53 million in the fourth quarter, with total revenue of \$214 million for the year. License fees were \$5 million, flat compared to the fourth quarter of 2009. For the full-year 2010, license fees were \$15 million, a decrease of \$8 million compared to last year. As previously mentioned, during the quarter, the Company sold its Public Sector U.K. operation which is treated as a discontinued operation.

Notable deals in the quarter included the following:

- A county in Minnesota selected SunGard to provide enterprise finance and human resource applications.
- A county in North Carolina selected SunGard to provide solutions for records management, jail management and mobile computing.
- A public safety agency in Georgia chose SunGard to provide a software solution for computer-aided dispatch.

**Availability Services** revenue decreased 4% to \$369 million in the fourth quarter, with total revenue of \$1.47 billion for the year.

# SUNGARD®

Notable deals in the quarter included the following:

- One of the largest health insurers in the U.S. Pacific Northwest selected SunGard to provide disaster recovery and consulting services.
- A leading IT outsourcing company in Canada selected SunGard for managed hosting and consulting services.
- A leader in North America in branded apparel programs and facility services selected SunGard for disaster recovery planning, managed recovery and testing.

## Financial Position

At December 31, 2010, total debt was \$8.06 billion and cash balances were \$778 million, compared to total debt of \$8.32 billion and cash balances of \$642 million at December 31, 2009. During the fourth quarter, the Company received \$138 million from the sale of its Public Sector U.K. operation. These proceeds, together with other available cash, were used to repay debt. In addition, during the fourth quarter, the Company refinanced its Senior Notes due 2013, reducing its weighted average cost of debt and improving its debt maturity profile by issuing \$900 million of 7.375% Senior Notes due 2018 and \$700 million of 7.625% Senior Notes due 2020. As a result of this activity, the Company incurred a \$58 million loss on the extinguishment of debt in the quarter, primarily to retire the 2013 Notes. The Company's leverage ratio, as defined in its senior secured credit facility, ended the year at 4.99. During 2010, the continuing operations of the Company generated \$714 million in cash flow from operations, invested \$312 million in capital expenditures, and spent \$82 million on acquisitions net of acquired cash.

## Conference Call & Webcast

SunGard will host a conference call and live web broadcast to discuss fourth quarter and full-year 2010 results today at 9:00 a.m. (Eastern Time). The dial-in number for the conference call is 706-902-1370, and the conference ID number is 38791829. You may also listen to the call at [www.investorcalendar.com](http://www.investorcalendar.com) by clicking on the "audio" icon for SunGard. An audio replay will be available two hours after the call ends through midnight on March 3, 2011. To listen to the replay, please dial 1-800-642-1687 or 706-645-9291 and enter the conference ID number 38791829. A replay will also be available two hours after the call ends through midnight on March 3, 2011 at [www.investorcalendar.com](http://www.investorcalendar.com).

## About SunGard

SunGard is one of the world's leading software and technology services companies. SunGard has more than 20,000 employees and serves 25,000 customers in more than 70 countries. SunGard provides mission-critical software and processing solutions for financial services, education and the public sector. SunGard also provides disaster recovery services, managed information technology services, information availability consulting services and business continuity management software. With annual revenue of about \$5 billion, SunGard is ranked 380 on the Fortune 500 and is the largest privately held business software and information technology services company. Look for us wherever the mission is critical. For more information, visit [www.sungard.com](http://www.sungard.com).





Trademark Information: SunGard, the SunGard logo, Adaptiv, Asset Arena and Banner are trademarks or registered trademarks of SunGard Data Systems Inc. or its subsidiaries in the U.S. and other countries. All other trade names are trademarks or registered trademarks of their respective holders.

**SunGard's "Safe Harbor" Statement under Private Securities Litigation Reform Act of 1995**

Statements in this release other than historical facts constitute forward-looking statements. You can identify forward-looking statements because they contain words such as "believes," "expects," "may," "will," "would," "should," "seeks," "approximately," "intends," "plans," "estimates," or "anticipates" or similar expressions which concern our strategy, plans or intentions. All statements we make relating to estimated and projected earnings, margins, costs, expenditures, cash flows, growth rates and financial results are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. All of these forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those we expected. We derive most of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. Some of the factors that we believe could affect our results include: our high degree of leverage; general economic and market conditions; the overall condition of the financial services industry, including the effect of any further consolidation among financial services firms; the integration of acquired businesses, the performance of acquired businesses, and the prospects for future acquisitions; the effect of war, terrorism, natural disasters or catastrophic events; the effect of disruptions to our systems and infrastructure; the timing and magnitude of software sales; the timing and scope of technological advances; customers taking their information availability solutions in-house; the trend in information availability toward solutions utilizing more dedicated resources; the market and credit risks associated with clearing broker operations; the ability to retain and attract customers and key personnel; risks relating to the foreign countries where we transact business; the ability to obtain patent protection and avoid patent-related liabilities in the context of a rapidly developing legal framework for software and business-method patents; and a material weakness in our internal controls. The factors described in this paragraph and other factors that may affect our business or future financial results are discussed in our periodic filings with the Securities and Exchange Commission, copies of which may be obtained from us without charge. We assume no obligation to update any written or oral forward-looking statement made by us or on our behalf as a result of new information, future events or other factors.

**SunGard Data Systems Inc.**  
**Consolidated Statements of Operations**

(In millions)  
(Unaudited)

	Three Months Ended	
	Dec.31, 2009	Dec.31, 2010
Revenue:		
Services	\$ 1,241	\$ 1,165
License and resale fees	129	142
Total products and services	1,370	1,307
Reimbursed expenses	46	31
	1,416	1,338
Costs and expenses:		
Cost of sales and direct operating	623	536
Sales, marketing and administration	314	314
Product development	89	92
Depreciation and amortization	75	73
Amortization of acquisition-related intangible assets	132	121
Goodwill impairment charge	1,126	-
	2,359	1,136
Operating income (loss)	(943)	202
Interest income	1	1
Interest expense and amortization of deferred financing fees	(166)	(159)
Loss on extinguishment of debt	-	(58)
Other income	9	3
	(1,099)	(11)
Loss from continuing operations before income taxes	(1,099)	(11)
Benefit from (provision for) income taxes	57	(14)
	(1,042)	(25)
Net loss from continuing operations	(1,042)	(25)
Income (Loss) from discontinued operations (including loss on disposal of \$94 in 2010), net of tax	5	(92)
	5	(92)
Net loss	\$ (1,037)	\$ (117)

**SunGard Data Systems Inc.**  
**Consolidated Statements of Operations**

(In millions)  
(Unaudited)

	Twelve Months Ended	
	Dec.31, 2009	Dec.31, 2010
Revenue:		
Services	\$ 4,844	\$ 4,485
License and resale fees	324	380
Total products and services	5,168	4,865
Reimbursed expenses	164	127
	5,332	4,992
Costs and expenses:		
Cost of sales and direct operating	2,534	2,201
Sales, marketing and administration	1,088	1,141
Product development	348	370
Depreciation and amortization	288	291
Amortization of acquisition-related intangible assets	529	484
Goodwill impairment charges	1,126	237
	5,913	4,724
Operating income (loss)	(581)	268
Interest income	7	2
Interest expense and amortization of deferred financing fees	(637)	(638)
Loss on extinguishment of debt	-	(58)
Other income	15	7
	(1,196)	(419)
Loss from continuing operations before income taxes	(1,196)	(419)
Benefit from income taxes	74	29
	(1,122)	(390)
Net loss from continuing operations	(1,122)	(390)
Income (loss) from discontinued operations (including loss on disposal of \$94 in 2010), net of tax	4	(180)
	4	(180)
Net loss	\$ (1,118)	\$ (570)

*See Notes to Consolidated Condensed Financial Information.*

**SunGard Data Systems Inc.**  
**Consolidated Condensed Balance Sheets**

(In millions)  
(Unaudited)

	Dec. 31, 2009	Dec.31, 2010
<b>Assets:</b>		
Current:		
Cash and cash equivalents	\$ 642	\$ 778
Accounts receivable, net	1,088	1,061
Clearing broker assets	332	230
Prepaid expenses and other current assets	191	188
Current assets of discontinued operations	90	-
Total current assets	2,343	2,257
Property and equipment, net	919	918
Software products, net	1,014	809
Customer base, net	2,239	2,000
Other assets, net	1,218	1,210
Goodwill	6,027	5,774
Long-term assets of discontinued operations	220	-
Total Assets	\$ 13,980	\$ 12,968
 <b>Liabilities and Stockholder's Equity:</b>		
Current:		
Short-term and current portion of long-term debt	\$ 64	\$ 9
Accounts payable and accrued expenses	905	892
Clearing broker liabilities	294	210
Deferred revenue	1,025	997
Current liabilities of discontinued operations	60	-
Total current liabilities	2,348	2,108
Long-term debt	8,251	8,046
Deferred income taxes	1,298	1,207
Long-term liabilities of discontinued operations	16	-
Total liabilities	11,913	11,361
Stockholder's equity	2,067	1,607
Total Liabilities and Stockholder's Equity	\$ 13,980	\$ 12,968

**See Notes to Consolidated Condensed Financial Information.**

**SunGard Data Systems Inc.**  
**Consolidated Condensed Statements of Cash Flows**

(in millions)  
(Unaudited)

	Twelve Months Ended	
	Dec. 31, 2009	Dec. 31, 2010
<b><i>Cash flow from operations:</i></b>		
Cash flow from continuing operations	\$ 606	\$ 714
Cash flow from discontinued operations	33	7
Cash flow from operations	639	721
<b><i>Investment activities:</i></b>		
Cash paid for acquired businesses, net of cash acquired	(13)	(82)
Cash paid for property and equipment and software	(323)	(312)
Other investing activities	5	9
Cash used in continuing operations	(331)	(385)
Cash (used in) provided by discontinued operations	(2)	125
Cash used in investment activities	(333)	(260)
<b><i>Financing activities:</i></b>		
Cash received from borrowings, net of fees	202	1,633
Cash used to repay debt	(825)	(1,924)
Premium paid to retire debt	-	(41)
Other financing activities	(3)	(12)
Cash used in continuing operations	(626)	(344)
Cash used in discontinued operations	(2)	-
Cash used in financing activities	(628)	(344)
Effect of exchange rate changes on cash	11	(3)
Increase (decrease) in cash and cash equivalents	(311)	114
Beginning cash and cash equivalents includes cash of discontinued operations: 2009, \$10; 2010, \$22	975	664
Ending cash and cash equivalents includes cash of discontinued operations: 2009, \$22; 2010, \$0	\$ 664	\$ 778

## SunGard Data Systems Inc.

### Notes to Consolidated Condensed Financial Information (Unaudited)

#### Note 1. Reconciliation of Net Income (Loss) to EBITDA and Reconciliation of EBITDA to Adjusted EBITDA

EBITDA represents net income (loss) before interest expense, income taxes, depreciation and amortization and goodwill impairment. Adjusted EBITDA is defined as EBITDA further adjusted to give effect to certain items that are required in calculating covenant compliance under our senior and senior subordinated notes as well as under our senior secured credit facilities. Adjusted EBITDA is calculated by subtracting from or adding to EBITDA items of income or expense described below. EBITDA and Adjusted EBITDA are not recognized terms under generally accepted accounting principles (GAAP). EBITDA and Adjusted EBITDA do not represent net income (loss), as that term is defined under GAAP, and should not be considered as an alternative to net income (loss) as an indicator of our operating performance. Additionally, EBITDA and Adjusted EBITDA are not intended to be measures of free cash flow available for management or discretionary use as such measures do not consider certain cash requirements such as capital expenditures (including capitalized software expense), tax payments and debt service requirements. SunGard considers EBITDA and Adjusted EBITDA to be key indicators of our ability to pay our debt. EBITDA and Adjusted EBITDA as presented herein are not necessarily comparable to similarly titled measures. The following is a reconciliation of EBITDA and Adjusted EBITDA to net income (loss), the GAAP measure we believe to be most directly comparable to EBITDA and Adjusted EBITDA. Further information regarding this reconciliation is included in our periodic filings with the U.S. Securities and Exchange Commission.

(in millions)	Three Months Ended	
	Dec.31, 2009	Dec.31, 2010
Net loss from continuing operations	\$ (1,042)	\$ (25)
Interest expense, net	165	158
(Benefit from) provision for income taxes	(57)	14
Depreciation and amortization	207	194
Goodwill impairment charge	1,126	-
EBITDA	399	341
Purchase accounting adjustments	4	4
Non-cash charges	11	8
Restructuring and other charges	20	13
Acquired EBITDA, net of disposed EBITDA	2	-
Pro forma expense savings related to acquisitions	1	-
Loss on extinguishment of debt and other	-	62
Adjusted EBITDA - senior secured credit facilities, senior notes due 2015, 2018 and 2020 and senior subordinated notes due 2015	\$ 437	\$ 428

(in millions)	Twelve Months Ended	
	Dec.31, 2009	Dec.31, 2010
Net loss from continuing operations	\$ (1,122)	\$ (390)
Interest expense, net	630	636
Benefit from income taxes	(74)	(29)
Depreciation and amortization	817	775
Goodwill impairment charge	1,126	237
EBITDA	1,377	1,229
Purchase accounting adjustments	17	13
Non-cash charges	36	38
Restructuring and other charges	41	50
Acquired EBITDA, net of disposed EBITDA	4	7
Pro forma expense savings related to acquisitions	4	2
Loss on extinguishment of debt and other	5	68
Adjusted EBITDA - senior secured credit facilities, senior notes due 2015, 2018 and 2020 and senior subordinated notes due 2015	\$ 1,484	\$ 1,407

## SunGard Data Systems Inc.

### Notes to Consolidated Condensed Financial Information (Unaudited)

#### Note 2. Reconciliation of Operating Income to Adjusted Operating Income

Adjusted operating income represents operating income adjusted for goodwill impairment charges, amortization of acquisition-related intangible assets, merger costs, purchase accounting adjustments for deferred revenue, stock-based compensation expense and management fee expense. Adjusted operating income is not a recognized term under generally accepted accounting principles (GAAP). Adjusted operating income does not represent operating income, as that term is defined under GAAP, and should not be considered as an alternative to operating income as an indicator of our operating performance. We have included information concerning adjusted operating income because we use such information when evaluating operating income to better evaluate the underlying performance of the Company. Adjusted operating income as presented herein is not necessarily comparable to similarly titled measures. Beginning in 2007, the Company experienced significant revenue volatility in one of our trading systems businesses, a broker/dealer business with inherently lower margins than the rest of the financial systems business, and whose revenue is a function of market volatility and customer mix. The following is a reconciliation between adjusted operating income and operating income, the GAAP measure we believe to be most directly comparable to adjusted operating income, both including and excluding the broker/dealer business.

(in millions)	Three Months Ended Dec. 31, 2009		
	Including Broker/Dealer Business	Broker/Dealer Business	Excluding Broker/Dealer Business
	Operating income (loss)	\$ (943)	\$ 1
Amortization of acquisition-related intangible assets	132	1	131
Goodwill impairment charge	1,126	-	1,126
Purchase accounting adjustments and other costs	11	-	11
Stock-based compensation	11	-	11
Adjusted operating income	\$ 337	\$ 2	\$ 335

(in millions)	Three Months Ended Dec. 31, 2010		
	Including Broker/Dealer Business	Broker/Dealer Business	Excluding Broker/Dealer Business
	Operating income (loss)	\$ 202	\$ (3)
Amortization of acquisition-related intangible assets	121	-	121
Purchase accounting adjustments and other costs	12	2	10
Stock-based compensation	7	-	7
Adjusted operating income (loss)	\$ 342	\$ (1)	\$ 343

(in millions)	Twelve Months Ended Dec. 31, 2009		
	Including Broker/Dealer Business	Broker/Dealer Business	Excluding Broker/Dealer Business
	Operating income (loss)	\$ (581)	\$ 31
Amortization of acquisition-related intangible assets	529	3	526
Goodwill impairment charge	1,126	-	1,126
Purchase accounting adjustments and other costs	36	-	36
Stock-based compensation	33	-	33
Adjusted operating income	\$ 1,143	\$ 34	\$ 1,109

(in millions)	Twelve Months Ended Dec. 31, 2010		
	Including Broker/Dealer Business	Broker/Dealer Business	Excluding Broker/Dealer Business
	Operating income (loss)	\$ 268	\$ (33)
Amortization of acquisition-related intangible assets	484	2	482
Goodwill impairment charges	237	-	237
Purchase accounting adjustments and other costs	45	10	35
Stock-based compensation	31	-	31
Adjusted operating income (loss)	\$ 1,065	\$ (21)	\$ 1,086



**SunGard Data Systems Inc.**  
**Notes to Consolidated Condensed Financial Information (Unaudited)**

**Note 3. Impact of Broker/Dealer on Organic Revenue Growth**

The Company defines organic revenue as revenue from businesses owned for at least one year and excluding revenue from businesses sold in the previous twelve months further adjusted to remove the impact of changes in currency exchange rates. Organic revenue excludes revenue from discontinued operations in all periods presented. When assessing its financial results, the Company focuses on organic revenue because reported revenue is affected by the timing and magnitude of acquisitions, dispositions and currency. Beginning in 2007, the Company experienced significant revenue volatility in one of our trading systems businesses, a broker/dealer business with inherently lower margins than the rest of the financial systems business, and whose revenue is a function of market volatility and customer mix. Reported revenue and organic revenue growth with and without the broker/dealer business for the total Company and Financial Systems for 2008, 2009 and 2010 is as follows:

	2008	Quarter Ended				2009	Quarter Ended				2010
		Mar-09	Jun-09	Sep-09	Dec-09		Mar-10	Jun-10	Sep-10	Dec-10	
<b>Revenue growth as reported:</b>											
Total SunGard	15%	4%	2%	-5%	-5%	-1%	-7%	-6%	-7%	-6%	-6%
Financial Systems	23%	8%	8%	-6%	-8%	0%	-11%	-8%	-9%	-6%	-9%
<b>Revenue growth as reported without broker/dealer business:</b>											
Total SunGard	8%	-1%	-4%	1%	-1%	-1%	2%	3%	-1%	1%	1%
Financial Systems	11%	0%	-3%	4%	0%	0%	7%	8%	2%	6%	6%
<b>Organic revenue growth:</b>											
Total SunGard	10%	3%	1%	-8%	-7%	-3%	-9%	-5%	-6%	-5%	-7%
Financial Systems	17%	4%	2%	-15%	-10%	-5%	-13%	-7%	-8%	-6%	-9%
<b>Organic revenue growth without broker/dealer business:</b>											
Total SunGard	4%	-2%	-6%	-3%	-3%	-3%	0%	4%	0%	1%	1%
Financial Systems	5%	-5%	-10%	-7%	-3%	-6%	4%	10%	3%	6%	6%

# MANAGED IT SERVICES EXHIBIT TO THE GLOBAL MASTER SERVICES AGREEMENT

Dated \_\_\_\_\_

## A. POLICIES AND SERVICES GUIDE

The services provided under this Exhibit shall at all times be used in compliance with SunGard's then-current general policies and guidelines ("General Policies") and the policies and guidelines of SunGard's underlying telecommunications providers ("Network Policies") (collectively, the General Policies and Network Policies are sometimes herein referred to as "Policies"). Customer agrees to be bound by the Policies, as amended. All Policies, including change management policies and procedures, and additional detail regarding the specifications of the service offerings, are set forth in SunGard's Services Guide, which is available to Customer at SunGard's customer portal <http://www.MySunGard.com> ("Portal"). In addition, all implementation services which are included as part of a service offering, are detailed in the Services Guide.

Upon completion and full execution of a Managed IT Services Schedule, Customer will receive access to the Portal. Upon receiving access, Customer shall enter the Portal and subscribe to the Services Guide in accordance with the instructions specified in the Portal and shall provide an email address(es) electronically so that notices of changes to the Services Guide will automatically be sent to the email address(es) provided. The email will notify Customer that the Services Guide has been changed and upon accessing the Services Guide, the cover page will indicate the Section(s) modified, deleted or added.

## B. HOSTING SERVICES

### 1. Space

a. SunGard hereby grants to Customer the right to use the Space (as defined in the Schedule) for the placement and maintenance of the computer and communications equipment specified in the Schedule ("Equipment") which may be interconnected to the Network Services offered by SunGard (as defined herein) or to other communications carriers via facilities offered by SunGard. The Equipment and any necessary software ("Software") may be provided by Customer ("Customer-provided Equipment" or "Customer-provided Software") or by SunGard ("SunGard-provided Equipment" or "SunGard-provided Software") as specified in the Schedule. Customer acknowledges that the Space shall be used in accordance with the Equipment vendor's specifications for electrical, airflow, and clearance.

With the exception of the Full Infrastructure Management Space option, as defined herein, if Customer desires to install Equipment in the Space that exceeds the vendor

specification(s), SunGard reserves the right to require Customer to contract for additional Space. This Exhibit does not create any interest in real estate and is strictly an agreement for the provision of services, which are personal in nature to the parties. The Monthly Fees and any other fees in connection with Customer's use of the Space are set forth in the Schedule. Customer's use of the Space shall not interfere with any other SunGard customer's use of SunGard's facilities. Customer represents and warrants that it has the full legal right to utilize any Customer-provided Equipment and Software. The Equipment shall operate on conditioned UPS-based power with transparent and immediate access to a backup power source capable of sustaining power to the Equipment during any interruption to the primary power source.

b. SunGard shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the facility in which the Space is located in good condition suitable for the placement of Equipment. With the exception of the Full Infrastructure Management Space option (as defined herein), Customer shall keep the Space clear of all refuse, cardboard or any potentially hazardous material. Customer shall maintain the Space in an orderly and safe condition, and shall return the Space to SunGard at the conclusion of the Agreed Term as defined in the Schedule in the same condition (reasonable wear and tear excepted) as when such Space was delivered to Customer. **EXCEPT AS EXPRESSLY STATED HEREIN, THE SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS". THE SPACE SHALL BE IN SECURE FACILITIES MONITORED TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK BY ON-SITE STAFF, WITH CARD KEY ACCESS AND CLOSED CIRCUIT TV MONITORING, CONDITIONED POWER UTILIZING UPS SYSTEMS AND BACK-UP POWER GENERATOR CAPABILITY ("INFRASTRUCTURE").** SunGard represents that it will not materially diminish such Infrastructure at the Designated SunGard Facility (as defined in the Schedule) during the Agreed Term. At its sole risk and expense, Customer shall be responsible for installation of the Customer-provided Equipment in the Space, unless Customer elects to contract for Hardware Installation Services as set forth herein. If Customer elects to contract for Hardware Installation Services, then SunGard shall be responsible for the installation of the Customer-provided Equipment to the extent provided herein. At its sole risk and expense, Customer shall be responsible for installation of Customer-provided Software in the Space. Upon termination or expiration of the Schedule, Customer shall be responsible for removal of the Customer-provided Equipment and Software from the Space within ten (10) business days of such termination or expiration.

c. In addition to the Policies, Customer shall abide by any posted rules relating to the use of, access to, or security

measures respecting the Space. The Customer-provided Equipment shall be installed, operated, inspected, maintained, repaired, replaced and removed only by qualified agents of Customer who are properly licensed, if applicable, a list of whom shall be provided to SunGard in advance of any such activity. Customer shall not permit any liens to be placed against all or any portion of the Space or any SunGard-provided Equipment or Software. Customer shall not make any material alterations to the Space without the prior written consent of SunGard. In the event that unauthorized parties gain access to the Space through access cards, keys or other access devices provided to Customer ("Access Devices"), Customer shall be responsible for any damages incurred as a result thereof. Customer shall be responsible for the cost of replacing any Access Devices lost or stolen after delivery thereof to Customer.

If Customer fails to pay SunGard any amounts due under a Schedule, and such failure continues for more than thirty (30) days after receipt of SunGard's written notice of nonpayment, included in SunGard's right to terminate Customer's use of the Space is the right to disconnect and remove any or all of the Equipment from the Space (including any data or Software resident on such Equipment), and store any Customer-provided Equipment in any reasonable location for a period not to exceed six (6) months and assess Customer reasonable charges for such storage. Upon conclusion of the six (6) month period, SunGard may dispose of such Equipment without liability to Customer. SunGard may redeploy any SunGard-provided Equipment in any manner in its sole discretion and shall delete all Customer data residing on such SunGard-provided Equipment before redeployment. Any of Customer's data or Software resident on Customer-provided Equipment shall be removed, stored and/or disposed of in the manner and for the period specified above for Customer-provided Equipment. Exercise of any of the above rights by SunGard shall not relieve Customer of any of its payment obligations under the Master Agreement.

d. SunGard reserves the right to change the location or configuration of the Space, at SunGard's sole expense, within the Designated SunGard Facility or to another SunGard facility; provided, however, that SunGard shall not arbitrarily or discriminatorily require such changes. SunGard and Customer shall work in good faith to minimize any disruption to Customer's Services that may be caused by such change in location or configuration of the Space. If the location of the Space is to be moved to another SunGard facility, SunGard shall provide Customer with at least ninety (90) days prior written notice of such relocation and Customer shall have the right to (a) elect to be relocated to another SunGard facility, or (b) elect to terminate the Schedule without penalty. Customer shall provide SunGard with written notice of its decision regarding the preceding sentence within thirty (30) days after receipt of SunGard's written notice. In addition, SunGard reserves the right to upgrade or modify the infrastructure used to provide the Services provided that any such change will not adversely affect Customer's environment in the Space.

e. Prior to Customer's occupancy, and during the Agreed Term of the Schedule, Customer shall procure and maintain the following minimum insurance coverage: (i) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction; Employer's Liability with limits of \$500,000 each accident; (ii) Commercial General Liability with

combined single limits of \$2,000,000 each occurrence; and (iii) "All Risk" Property insurance covering the Customer-provided Equipment located in the Space. Customer shall provide to SunGard a certificate of insurance demonstrating that it has obtained the required insurance coverage prior to Customer's occupancy of the Space. Such certificate shall contain a statement that Customer shall notify SunGard of any material changes or cancellation promptly. Customer shall require any contractor entering the Space on its behalf to procure and maintain the same types and amounts of insurance as set forth in this section.

f. With the exception of the Full Infrastructure Management Space option (as defined herein), SunGard shall provide to Customer (including any of its employees, agents and other authorized representatives as Customer may from time to time reasonably designate in writing), access to the part of the Designated SunGard Facility from which SunGard is providing the Space, twenty-four (24) hours per day, seven (7) days per week, including statutory holidays. All of Customer's designees shall adhere to SunGard's Policies.

g. **Space Options** – Customer may subscribe to any of the following options available relating to Space: (i) SunGard-provided 19" Cabinet; (ii) Secure Cabinet; (iii) Secure Space; (iv) Secure Cage; and (v) Secure Suite.

(i) **SunGard-provided 19" Cabinet** - The SunGard-provided 19" Cabinet option includes: (i) a minimum of 42 U EIA rack space for the Equipment; (ii) proper air ventilation for the Equipment; (iii) two (2) stationary equipment shelves; and (iv) security by lock and key, managed by SunGard.

(ii) **Secure Cabinet** - The Secure Cabinet option includes: (i) a SunGard-provided 19" Cabinet (as defined above); (ii) Space to support the SunGard-provided Cabinet; (iii) and the redundant power configuration as set forth in the Schedule with the corresponding voltage ("V") and amperage ("A").

(iii) **Secure Space** – The Secure Space option includes the amount of Space in the square feet increments defined in the Schedule and: (i) one (1) Standard Power Circuit (as defined herein) per twenty-five (25) square feet of Space defined for the Secure Space option in the Schedule or one (1) Standard Power Circuit (as defined herein) for each Cabinet installed in the Secure Space; and (ii) five (5) hours of Operational Support Services (as defined herein) per month.

(iv) **Secure Cage** – The Secure Cage option includes the amount of Space defined in the Schedule or the amount of Space necessary to install the number of Cabinets as set forth in the Schedule and: (i) perimeter metal fence with an access door; (ii) security by lock and key, managed by SunGard; (iii) one (1) Standard Power Circuit (as defined herein) per twenty-five (25) square feet of Space defined for the Secure Cage option in the Schedule or one (1) Standard Power Circuit (as defined herein) per Cabinet installed in the Secure Cage; and (iv) five (5) hours of Operational Support Services (as defined herein) per month.

(v) **Secure Suite** – The Secure Suite option includes the amount of Space defined in the Schedule for the number of cabinets as set forth in the Schedule. The Secure Suite



option includes: (i) perimeter metal fence or perimeter walls with an access door; (ii) private security with card key and pin code or by lock and key; (iii) one (1) Standard Power Circuit (as defined herein) per twenty-five (25) square feet of Space defined for the Secure Suite option in the Schedule or one (1) Standard Power Circuit (as defined herein) for each cabinet installed in the Secure Space; and (iv) ten (10) hours of Operational Support Services (as defined herein) per month.

**h. Secure Hosting Bundle** – The Secure Hosting Bundle option includes: (i) one (1) SunGard-provided 19" Cabinet (as defined herein); (ii) SunGard-provided management switch infrastructure to support the initial eighteen (18) 10/100 fast ethernet switch ports to facilitate the Services set forth in the Schedule; (iii) Standard Monitoring Services (as defined herein) for up to ten (10) devices; (iv) five (5) hours of Operational Support Services (as defined herein) per month; and (v) the redundant power configuration as set forth in the Schedule with the corresponding voltage ("V") and amperage ("A").

**i. Full Infrastructure Management Space** – The Full Infrastructure Management Space option is an offering available in select SunGard facilities and includes: (i) the required space and power necessary to support all servers managed by SunGard for which Customer has contracted for Operating System Management Advanced or Enterprise Services (as defined herein), and as set forth in the Schedule with the corresponding Rack Unit ("RU"); (ii) the required Space and power needed to support network and security equipment managed by SunGard, as set forth in the Schedule; (iii) SunGard-provided management ethernet switch infrastructure to facilitate the Services set forth in the Schedule; and (iv) SunGard-provided keyboard/video/mouse ("KVM") switch infrastructure to facilitate the Services set forth in the Schedule. Customer acknowledges that: (i) all the devices in the Full Infrastructure Management Space offering must be managed by SunGard; and (ii) Customer will not have physical access to the Space or the devices associated with Full Infrastructure Management Space.

For Equipment that is not rack-mountable, SunGard will provide power in accordance with hardware manufacturer specifications. The Space may be subject to additional power charges.

**j.** At SunGard's discretion, any cabling required to inter-connect any Customer-provided or SunGard-provided 19" Cabinet(s) may require the use of industry standard patch panels. If SunGard determines that patch panels are required, SunGard reserves the right to install mutually agreed upon patch panel infrastructure and will pass through the cost of the patch panel infrastructure to Customer without surcharge.

## 2. Power

SunGard shall provide Customer with the power configuration within the Designated SunGard Facility as set forth in the Schedule. With respect to one hundred and twenty (120) Volt power, SunGard will provide the power feed(s) with a minimum of a 12 outlet power strip. If Customer requires a power strip for 208/220 Volt power feed(s), Customer is responsible for providing the necessary 19" EIA rack-mounted power strip. Where Customer powers Equipment with a single Standard Power Circuit ("A-Side Circuit"), Customer is responsible to ensure that the total of the manufacturer's rated amperage for

all Equipment on any A-Side Circuit does not exceed eighty-percent (80%) of the rated amperage of that circuit. If Customer contracts for an A-Side Circuit and a redundant Standard Power Circuit ("B-Side Circuit"), Customer is responsible to ensure that the total of the manufacturer's rated amperage for all Equipment on the A & B Side Circuit pair does not exceed eighty-percent (80%) of the rated amperage of one of the circuits in the pair.

SunGard may proportionally increase the Monthly Fee associated with the power configuration, at any time by providing Customer with thirty (30) days prior written notice if the underlying utility provider increases SunGard's fees.

SunGard reserves the right to audit the power consumption of Customer. If during such audit, SunGard determines: (i) Customer is using redundant power in a non-redundant fashion; or (ii) Customer is drawing more power than specified in the Schedule and this Exhibit, then SunGard shall notify Customer in writing and Customer shall have three (3) business days to either balance or reduce its power loads respectively, or request an upgrade from SunGard to provide additional capacity.

**a. Standard Power Circuit.** A Standard Power Circuit is a single one hundred and twenty (120) Volt, twenty (20) AMP power feed.

**b. Power Infrastructure Upgrade B-Side.** SunGard shall provide a redundant B-Side Circuit to Customer's A-Side Circuit as set forth in the Schedule with the corresponding voltage (V) and amperage (A).

**c. Power Infrastructure Upgrade ("Additional Power").** The Power Infrastructure Upgrade option(s) provides Customer with: (i) additional non-redundant A-Side Circuit(s); or (ii) additional power capacity, as set forth in the Schedule on both the A-Side Circuit(s) and B-Side Circuit(s), with the corresponding voltage (V) and amperage (A).

SunGard reserves the right to determine, in its sole reasonable judgment, its ability to allow Customer to contract for additional power based upon the then available power at the Designated SunGard Facility. Any one time installation costs or any additional Monthly Fees related to additional power contracted for will be set forth on a Schedule.

## 3. Support Services

**a. Hardware Installation Services.** SunGard shall provide Hardware Installation Services for the number of devices set forth in the Schedule. Hardware Installation Services include the one-time installation of hardware devices and do not include on-going support. Hardware Installation Services include: (i) the unpacking and installation of the Equipment into nineteen inch (19") computer racks or cabinets in accordance with hardware vendor recommendations and Customer requirements; (ii) the installation of network cables and cross-connects; and (iii) floor cutouts, as necessary.

**b. Operational Support Services.** SunGard will provide Customer with access to technical personnel to assist Customer on a 24x7x365 basis for the number of hours per month as set forth in the Schedule. In the event that Customer exceeds the number of hours indicated in the Schedule in any month, Customer may then elect to have SunGard attempt to resolve the problem on a time and materials basis at SunGard's then prevailing hourly rate. Operational Support

Services shall include: (i) the execution of a command or series of commands as directed by Customer to determine operating status or to facilitate configuration changes; (ii) enlisting of vendor support as requested by Customer and as available pursuant to Customer's agreement with the applicable vendor; (iii) visual inspection of Equipment and power up, restart or reboot as directed by Customer; (iv) insertion and ejection of media as directed by Customer; and (v) preparation of media for pickup at the Designated SunGard Facility as requested by Customer. Customer is responsible for providing all media, related materials, storage containers, procedures and any off-site storage contract for the media.

**c. Equipment Management Services.** SunGard shall provide Equipment Management Services for the Equipment set forth in the Schedule. Equipment Management Services include: (i) resolution of detected Equipment failures; (ii) coordination of preventative maintenance; (iii) installation of microcode or firmware upgrades; (iv) power cycling or reboot; (v) issuance of software or firmware commands; and (vi) physical inspection of all Equipment components. With respect to Customer-provided Equipment, Customer is responsible for obtaining the consent of the maintenance vendor in order for SunGard to act as Customer's agent.

**d. SunGard-provided Equipment.** If necessary in support of certain Services, SunGard may install certain SunGard-provided Equipment in Customer's Space.

**4. Server Services.** For all Services listed in this Section, Customer shall place Customer-provided Equipment and Customer-provided Software under a valid maintenance contract with the original equipment/software manufacturer for 24x7x365 support with four (4) hour onsite response time. In the event that Customer elects to contract for an Operating System license under SunGard's Software Licensing Services (as defined herein), SunGard shall provide a valid maintenance contract for the Operating System license with the original software manufacturer. If Customer elects to contract for maintenance services with a vendor other than the original equipment/software manufacturer, Customer is responsible for all issues arising as a result thereof and associated obligations.

Customer acknowledges that for SunGard to provide Server Services, Customer's server(s) must be configured with a drive capable of reading a CD-ROM to facilitate the installation of utility software on the disk volume where the operating system resides. Customer must subscribe to Data Back-up Services (as defined herein) or Vaulting Services – Restoration Support Option (as defined herein) and provide a minimum of one (1) dedicated network interface per server for administration and monitoring, as well as one (1) dedicated network interface per server for Data Back-up Services (as defined herein) in order to receive Server Services. Customer acknowledges that SunGard will install utility software on the server(s) on which the operating system resides.

As an option, Customer may elect to contract for Extended Services for Operating System Management Services (as defined below) which provide support for direct attached storage device(s). Extended Services for Operating System Management Services include: (i) the configuration of the direct attached storage; and (ii) the installation of the connection between the server(s) and the direct attached storage.

**a. Operating System Management Standard Services.** SunGard shall provide Operating System Management Standard Services for the number of servers set forth in the Schedule. Operating System Management Standard Services includes Advanced Monitoring Services – Operating System (as defined herein) and as requested by Customer and in accordance with Customer's written instructions: (i) the initial base operating system build on the server; (ii) operating system patch maintenance and reporting; (iii) resolution of detected operating system failures; (iv) Hardware Installation Services (as defined herein); (v) Equipment Management Services (as defined herein); (vi) configuration of operating system level backups; and (vii) tracking of physical inventory and installed patches for the servers/devices under contract with SunGard. In order for SunGard to provide Operating System Management Standard Services, Customer shall provide SunGard with ROOT or ADMIN security access.

**b. Operating System Management Advanced Services.** SunGard shall provide Operating System Management Advanced Services for the number of servers and partitions set forth in the Schedule. Operating System Management Advanced Services include: (i) the initial operating system build on the server; (ii) Advanced Monitoring Services – Operating System (as defined herein); (iii) operating system patch maintenance, if available from the vendor, and upon Customer request; (iv) resolution of detected operating system failures; (v) Hardware Installation Services (as defined herein); (vi) Equipment Management Services (as defined herein); (vii) operating system configuration changes upon Customer request; (viii) configuration of operating system level backups; (ix) tracking of physical inventory and installed patches for the managed servers; and (x) management of ROOT or ADMIN security access. Customer must provide SunGard with exclusive control of root security access to be eligible for the Service Level Commitment specified in Section J. In order for SunGard to provide Operating System Management Advanced Services, Customer shall provide SunGard with ROOT or ADMIN security access.

**c. Operating System Management Enterprise Services.** SunGard shall provide Operating System Management Enterprise Services for the number of enterprise class servers and partitions set forth in the Schedule. Enterprise class servers are servers that are configured with a SunGard-supported clustering technology and/or servers capable of running multiple OS instances on one hardware platform. OS instances are isolated from each other through logical (software/firmware) and/or physical (hardware) partitioning. Operating System Management Enterprise Services include: (i) Operating System Management Advanced Services; (ii) management of the separate partitions on the server; and (iii) management of SunGard-supported clustering technology as set forth in the Services Guide. In order for SunGard to provide Operating System Management Enterprise Services, Customer may be required to provide the appropriate management console (hardware and software) to manage the servers with logical and/or physical partitions.

**5. Application Services.** For all Services listed in this Section, Customer shall place Customer-provided Equipment and Customer-provided Software under a valid maintenance contract with the original equipment/software manufacturer for 24x7x365 support with four (4) hour onsite response time. In the event that Customer elects to contract for an application



license under SunGard's Software Licensing Services (as defined herein), SunGard shall provide a valid maintenance contract for the application license with the original software manufacturer. If Customer elects to contract for maintenance services with a vendor other than the original software vendor, Customer is responsible for all issues arising as a result thereof and associated obligations. In order to be eligible for Application Services, Customer must contract for Operating System Management Advanced or Enterprise Services, Data Back-up Services (as defined herein) or Vaulting Services – Restoration Support Option (as defined herein), and provide a minimum of two (2) dedicated network interfaces per physical server for connectivity to SunGard's backup and management networks.

**a. Managed Citrix Services®.** SunGard shall provide Managed Citrix Services for the number of servers and instances set forth in the Schedule. Managed Citrix Services include: (i) the initial Citrix software installation and configuration on the server(s); (ii) installation, configuration and management of the database instance for the Citrix data store database instance (Customers with three (3) or more Citrix servers must contract for Managed Database Services; (iii) Citrix software patch maintenance and tracking including one (1) version upgrade per contract year, if available from the software vendor, and upon Customer request; (iv) resolution of detected Citrix software failures; (v) Citrix software configuration changes upon Customer request; and (vi) publishing of Citrix applications in accordance with Customer-defined configuration requirements.

**b. Managed Database Services.** SunGard shall provide Managed Database Services for the number of servers and instances set forth in the Schedule. Managed Database Services include: (i) Advanced Monitoring Services – Database (defined herein); (ii) the initial database build on the server; (iii) database software patch maintenance and tracking including one (1) version upgrade per contract year, if available from the database vendor, and upon Customer request; (iv) resolution of detected database failures; (v) table compaction or reorganization upon Customer request; (vi) database configuration changes upon Customer request; and (vii) management of database security access in accordance with Customer-provided written specifications. In addition to the specific Services defined above for Managed Database Services, if Customer also contracts with SunGard for Data Back-up Services, SunGard will define and implement database backup and restore methodology.

**c. Managed Exchange Services.** SunGard shall provide Managed Exchange Services for the number of servers and instances set forth in the Schedule. Managed Exchange Services include: (i) Advanced Monitoring Services - Exchange (defined herein); (ii) the initial Exchange software installation and configuration on the server(s); (iii) SunGard's exclusive control of related administrative/service security password and identifiers; (iv) Exchange software patch maintenance and tracking; (v) resolution of detected Exchange software failures; and (vi) Exchange software configuration changes in accordance with Customer's written request.

**d. Managed Oracle® E-Business Suite Services.** SunGard shall provide Managed Oracle E-Business Suite (EBS) Services for the number of Oracle EBS application instances, application servers and/or Oracle modules set forth in the Schedule. Managed Oracle EBS Services include: (i) Oracle

EBS software patch maintenance and tracking including one (1) version upgrade per contract year per Oracle EBS instance inclusive of version point releases, if available from the application vendor and upon Customer request; (ii) monitoring of application performance metrics, including system usage, capacity and consumption; (iii) resolution of detected application failures; (iv) management of Oracle print spool and queue; and (v) management of Oracle application security access in accordance with Customer-provided written specifications.

**e. Managed SAP® Services.** SunGard shall provide Managed SAP Services for the number of SAP system identifiers, SAP application servers and/or SAP landscapes set forth in the Schedule. Managed SAP Services include: (i) SAP software patch maintenance and tracking including one (1) version upgrade per contract year per SAP SID, if available from the application vendor and upon Customer request; (ii) monitoring of application performance metrics, including system usage, capacity and consumption; (iii) resolution of detected application failures; (iv) execution of SAP transports; (v) management of SAP print spool and queue; and (vi) management of SAP application security access in accordance with Customer-provided written specifications.

**f. Application Support - System Utility Services.** SunGard shall provide Application Support - System Utility Services for the application(s) set forth in the Schedule. Application Support - System Utility Services include: (i) installation of releases, maintenance uplifts and patches upon Customer request; (ii) one (1) version upgrade per contract year, if available from utility software vendor and upon Customer request; (iii) resolution of detected utility software failures reported by Customer or detected by SunGard; (iv) utility software configuration changes upon Customer request; and (v) management of ROOT security access, if applicable to the utility. This Service is only available for servers under contract with SunGard for Server Services (as defined herein) and utility applications currently supported by SunGard as set forth in the Services Guide.

**g. Software Licensing Services.** SunGard shall provide Software Licensing Services for the number of Operating System(s) and/or Application software package(s) as set forth in the Schedule. Software Licensing Services for Operating System(s) are only available in conjunction with servers contracting for Server Services through SunGard. Application software is only available for applications managed by SunGard through the Application Services, as defined herein and on servers located in the SunGard Designated Facility. Software Licensing Services include: (i) monthly subscription of applicable Operating System instance and/or application software; (ii) associated software maintenance and technical support; and (iii) installation and configuration of software package. Customer acknowledges that: (i) SunGard retains sole ownership and title to the software license; and (ii) upon termination of applicable Server and/or Application Services, Customer must de-install and immediately discontinue all use of the applicable software licenses provided under Software Licensing Services.

## C. NETWORK SERVICES

1. Network services include those network services and Internet Access Services (as defined below) set forth in the



Schedule and as described below ("Network Services"). Network Services are only available to a customer who has subscribed to other Service(s) under this Exhibit. The Network Services set forth in the Schedule shall be made available to Customer on an exclusive, 24-hour a day, 7-days per week basis (excluding downtime attributable to previously scheduled routine and preventative maintenance). All circuits will be connected between the entry point on the SunGard network, as designated and coordinated by SunGard ("Point of Presence"), and the Designated SunGard Facility set forth in the Schedule. If selected on a Schedule, SunGard shall provide connectivity between the Customer location set forth in the Schedule to the Point of Presence.

2. Internet access services provide Customer with access to the Internet from the Designated SunGard Facility set forth in the Schedule ("Internet Access Services"). The Internet is not owned, operated or managed by, or in any way affiliated with, SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. SunGard cannot and does not guarantee that the Internet Access Services will provide Internet access that is sufficient to meet Customer's needs. Customer agrees that its use of the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations ("Applicable Laws"). Customer represents and warrants that it will comply with all Applicable Laws in its use of the Internet Access Services.

3. Customer hereby acknowledges receipt of SunGard's Network Policies and agrees to comply with such Policies at all times while utilizing the Network Services. Customer acknowledges that SunGard may from time-to-time revise its Network Policies, and any revisions will be communicated to Customer by posting on the Portal or via email notification. Customer also acknowledges that a breach of any of the Network Policies may result in the termination of the Network Services if any such breach is not cured within twenty-four (24) hours of SunGard's written notice of such breach to Customer. SunGard shall have no liability to Customer for any restriction or termination of the Network Services pursuant to Customer's violation of the Network Policies.

4. Network addresses assigned from a SunGard IP network block are non-portable. Network space allocated to Customer by SunGard must be returned to SunGard in the event Customer discontinues Internet Access Services as defined in this Exhibit for any reason, or upon expiration or cancellation of the Schedule.

5. **Managed Internet Access Services.** Managed Internet Access Services provide Customer with a dedicated IP connection of Committed Bandwidth Tier Level (as defined in the Schedule) as selected by Customer. Customer can contract to burst above the selected Committed Bandwidth Tier Level up to the Burstable Limit set forth in the Schedule ("Incremental Burstable Limit"), subject to available bandwidth on SunGard's network. Customer's selected Committed Bandwidth Tier Level as well as the associated Incremental Burstable Usage Fees are specified in the Schedule. Customer's monthly billing is based on the Committed Bandwidth Tier Level and the actual level of sustained burstable usage ("Burstable Usage"). An Incremental Burstable Usage Fee will be charged for each Mbp exceeding the contracted Committed Bandwidth Tier Level. All

Incremental Burstable Usage Fees are invoiced monthly in arrears. Customer's Burstable Usage level is determined by traffic samples taken every five (5) minutes over the course of a month. The traffic samples are ranked from highest to lowest with the top five-percent (5%) discarded to account for temporary traffic bursts. The level at which ninety-five (95%) of the samples fall, will be the Customer's Burstable Usage for that month and will determine the Customer's total Incremental Burstable Usage Fees. Burstable Usage will be determined based upon Customer's utilization data as maintained by SunGard. In addition, Managed Internet Access Services include domain name administration services for up to ten (10) primary and/or secondary Customer domain(s).

6. **Cross Connect Services.** SunGard shall provide technical support to assist Customer with the provisioning and installation of third party telecommunication circuits procured by Customer or SunGard. Cross Connect Services include: (i) assistance with provisioning third party circuits procured by Customer or SunGard; and (ii) port connections from SunGard's network distribution center to the Equipment situated in the Space.

7. **Dedicated Transport Services.** SunGard shall provision third party telecommunications circuit(s) for Customer as set forth in the Schedule. Dedicated Transport Services include: (i) provisioning and installation of dedicated SunGard or third party circuit(s); and (ii) port connections from SunGard's network distribution center to the Equipment situated in the Space.

8. **Managed Customer Premises Equipment (CPE) Services.** SunGard shall provide Managed CPE Services for the network termination equipment located at both the Customer premises and at the Designated SunGard Facility defined in the Schedule. Managed CPE Services include: (i) provisioning and installation of the network termination equipment, as required; (ii) provisioning of the third party telecommunications circuit(s); (iii) 24x7x365 monitoring and management of the router and circuit(s); (iv) performing a physical inventory of the router(s) and circuit(s) termination equipment situated at the Customer premises (such information will be maintained in SunGard's customer service system); (v) the coordination, as necessary, of vendor maintenance with respect to the circuit termination equipment; (vi) Advanced Monitoring Services –Device (as defined herein); and (vii) Equipment Management Services (as defined herein).

9. **Managed Load Balancing Services.** SunGard shall provide Managed Load Balancing Services for the number of load balancer devices within a single Designated SunGard Facility as set forth in the Schedule. Managed Load Balancing Services include: (i) Equipment Management Services (as defined herein); (ii) Standard Monitoring Services (as defined herein); (iii) load balancer policy configuration upon Customer request; (iv) resolution of load balancer problems; and (v) Hardware Installation Services (as defined herein).

10. **Geographic Load Balancing Services.** SunGard shall provide Geographic Load Balancing Services for the number of load balancer devices situated across multiple Designated SunGard Facilities as set forth in the Schedule. Geographic Load Balancing Services include: (i) Equipment Management (as defined herein); (ii) Standard Monitoring Services (as defined herein); (iii) load balancer policy configuration upon

Customer request; (iv) resolution of load balancer problems; and (v) Hardware Installation Services as defined herein.

**11. LAN Services.** SunGard shall provide LAN Services for the number of LAN devices within a single Designated SunGard Facility as set forth in the Schedule. LAN Services include: (i) Equipment Management Services (as defined herein); (ii) Advanced Monitoring Services - Device (as defined herein); (iii) LAN device configuration upon Customer request; (iv) resolution of LAN device problems; and (v) Hardware Installation Services as defined herein.

**12. MetroBandwidth.** SunGard shall provide on-demand access to transport infrastructure. Transport options include: (i) connecting two SunGard service areas within the same building; (ii) connecting two service areas located in separate buildings within the same metropolitan area; or (iii) access to local circuits connecting a point of presence to a SunGard center, as described in the Schedule.

#### D. STORAGE SERVICES

**General Provisions applicable to SunGard-Provided Third Party Software.** As part of delivering certain Storage Services, Customer shall install and/or configure SunGard-provided third party vendor software ("Third Party Software") on Customer's Equipment subject to the terms and conditions contained in the Third Party Software vendor's license agreement ("Click-wrap Terms"). Customer shall be directly liable to the Third Party Software vendor for complying with the Click-wrap Terms. SunGard may perform such installation or configuration on behalf of Customer, and in such event, (a) Customer shall be deemed for all purposes to have taken such actions and agreed to the Click-wrap Terms, and (b) Customer shall be directly liable to the Third Party Software vendor for any breach of Click-wrap Terms. All rights not specifically granted to Customer herein are expressly reserved for the Third Party Software vendor. The Third Party Software and all intellectual property rights therein are the exclusive property of SunGard's third party vendor.

Upon termination or expiration of the Storage Services for any reason, all license rights in Third Party Software to which the Click-wrap Terms relate will immediately terminate and Customer must: (i) discontinue all use of the Third Party Software; (ii) erase all copies of the Third Party Software from Customer's Equipment; and (iii) return any Third Party Software media, manuals or access keys to SunGard within 30 days or certify in writing to SunGard that it has fully complied with these requirements.

**1. SAN Services.** SunGard shall provide storage area network services ("SAN Services") for the amount of storage in gigabytes ("GB") or terabytes ("TB") and in association with the specific servers (target servers) set forth in the Schedule. SAN Services include: (i) initial installation of connectivity between the storage device and target server(s) each located at the Designated SunGard Facility; (ii) initial allocation and configuration of storage units to target servers in accordance with the SunGard-supplied and Customer completed design requirements form; and (iii) problem resolution related to storage connectivity and storage device. If Customer has contracted for Server Services (as defined herein) for the target servers, then SAN Services shall also include: (i) the initial installation and configuration of path management

software, if applicable; (ii) installation of storage management software and related device driver software on the target servers; (iii) application of maintenance changes; and (iv) problem resolution of path management software, storage management software and related device driver software. Alteration of the storage allocations, the number of connections, the number of target servers, or hardware and software replacements, will require a modification or upgrade to the affected Schedule prior to any of these additional services being rendered by SunGard. SAN Services do not include installation or support for volume management or volume replication software.

**a. Shared SAN Services.** If SAN Services are provided through the SunGard shared SAN, the Services include: (i) monitoring and maintenance of SAN performance and capacity utilization; (ii) SAN capacity upgrades; and (iii) maintenance services for the storage device. Shared SAN Services products are referenced in the Schedule as Shared Primary Disk RAID protected as set forth in the Schedule. In order for SunGard to provide Shared SAN Services, Customer must provide server(s) that each contain two (2) SunGard supported Host Bus Adapters, as specified in the Services Guide.

**b. Dedicated SAN Services.** If SAN Services are provided through dedicated and/or Customer-provided storage devices, the Services shall include Equipment Management Services (as defined herein) for the associated storage devices. Customer acknowledges that the specifications for the design of the SAN must include IP network connectivity to the hardware, software and network components of the SAN in order for SunGard to provide Equipment Management Services to Customer through SunGard's management network. In order for SunGard to provide Dedicated SAN Services for Customer-provided storage devices, Customer must: (i) provide SunGard with the appropriate system access and management console (hardware and software) to manage the storage devices; and (ii) contract with the original Equipment manufacturer for the installation and configuration of the storage devices.

Dedicated SAN Services are only available for storage and network devices, servers and adapters that are supported by SunGard, as specified in the Services Guide. SAN Services do not include installation or support for volume management or volume replication software.

#### 2. Data Backup Services

**a. Standard Data Backup Services.** SunGard shall provide Standard Data Back-up Services for the amount of storage in association with the specific servers (at least one backup agent is required for each target server) as set forth in the Schedule. Standard Data Back-up Services include: (i) initial connectivity between backup network and target servers; (ii) installation of backup agent software on target servers; (iii) configuration of daily backup schedules in accordance with Customer design requirements form; (iv) execution of daily backup schedules; (v) retention of file system data and/or daily database data as set forth in the Schedule; (vi) weekly off-site rotation of media; (vii) file restore from media upon Customer request; and (viii) modification(s) to the backup schedule upon Customer request. This Service does not include the definition or the implementation of any backup and/or restoration methodology to be utilized for the database(s).



**b. Advanced Data Backup Services.** SunGard shall provide Advanced Data Backup Services for the amount of storage and in association with the specific servers (at least one backup agent is required for each target server) as set forth in the Schedule. Advanced Data Backup Services include: (i) initial connectivity between backup network and target servers; (ii) installation of backup agent software on target servers; (iii) configuration of daily backup schedules in accordance with Customer design requirements form; (iv) execution of daily backup schedules; (v) retention of file system data and/or daily database data (one on-site and one off-site) as set forth in the Schedule; (vi) daily off-site rotation of media; (vii) file restore from media upon Customer request; and (viii) modifications to the backup schedule upon Customer request. This Service does not include the definition or the implementation of any backup and/or restoration methodology to be utilized for the database(s).

**c. General Provisions Applicable to Data Backup Services.** SunGard will use commercially reasonable efforts to schedule backups within the Customer identified backup window(s). SunGard cannot guarantee that backup schedule(s) will be completed within Customer's requested backup window(s) as backup times are dependent on the number of files and the quantity of data to transfer. If backup schedules cannot be completed during Customer's requested backup window, a customized solution may be required. A customized solution will require a modification to the Schedule and a detailed statement of work identifying any additional hardware, software and service requirements. Customer must provide a minimum of two (2) dedicated network interfaces per target server for connectivity to the backup and SunGard management networks. Customer agrees to provide SunGard with administrative access to all target servers requiring Data Backup Services to facilitate issue and/or problem resolution.

The Schedule will define Customer's committed storage amount in GB or tapes and the additional charge to be assessed for each GB or tape used by Customer in excess of the contracted committed storage GB capacity or tape quantity.

**d. Special Terms Applicable to Data Backup Services for OS/400 Operating System.** Customer agrees to provide SunGard with: (i) a dedicated tape drive or tape library capable of performing a daily or full backup within Customer's requested backup window; and (ii) the software (which is supported by SunGard) to perform the backup function. Customer agrees to maintain a valid maintenance contract with the original equipment/software manufacturer for 24x7x365 support with four (4) hour onsite response time in order to be eligible for Data Backup Services for OS/400 operating system(s). In the event that Customer elects to contract for maintenance services with a vendor other than the original equipment/software manufacturer, Customer is responsible for resolution of all issues arising as a result thereof and associated obligations.

### 3. Vaulting Services

**a. General Provisions Applicable to Vaulting Services.** Vaulting Services provide for access to centralized off-site automated disk-to-disk backup data protection and restoration capability at the Designated SunGard Facility specified in the Schedule ("Vaulting Services"). SunGard shall provide Customer with Vaulting Services for the amount of committed storage set forth in the Schedule in GB or TB. Customer is

responsible for: (i) securing and maintaining telecommunication services or contracting with SunGard for Network Services to facilitate the connectivity between the source location and the Designated SunGard Facility; (ii) any communication costs associated with the connection between the source location and the Designated SunGard Facility; and (iii) payment of any excess usage charges for prior month(s). Customer acknowledges that there will be an additional charge assessed for the Vaulting Services for each GB or TB used by Customer in excess of the storage capacity specified in the Schedule based on the excess usage fee charge set forth in the Schedule. Technical support for Vaulting Services is included and provides 7x24 phone support and periodic updates to the software components that comprise the Service. Additional installation fees and any other ancillary fees are billed on a one time basis and are due in accordance with the terms of the Master Agreement.

Customer acknowledges that SunGard's delivery of the Vaulting Service involves a SunGard-contracted third party vendor, and with respect to the limitation of liability and Customer indemnification obligations contained in the Master Agreement, SunGard's third party vendor shall be deemed "SunGard".

Vaulting Services include: (i) provisioning of the committed storage capacity at the Designated SunGard Facility specified in the Schedule; (ii) the installation and configuration of the SunGard provided Third Party Software on each of Customer's production server(s) specified in the Schedule; and (iii) seeding of Customer's data to the vault and training on the use of the Third Party Software agent and control software.

To facilitate the transfer or restoration of large amounts of Customer's data transmitted to the Designated SunGard Facility rather than using a network based connection, a removable disk-based storage device option (Vaulting Services - Seed and Restore Services) can be requested from SunGard at additional cost. Customer's data will be copied onto the removable storage device and the device will be shipped to the Customer specified address. Daily rental fees will be charged by SunGard for Customer's use of the device. The removable disk-based device can also be purchased from SunGard. In addition, Customer is responsible for all costs related to the shipping of the storage device(s) and risk of loss of the storage device(s) passes to Customer upon shipment from the Designated SunGard Facility. If Customer elects this option for data retrieval, Customer must identify the size of the storage device and the appropriate interface type, Universal Serial Bus (USB), Firewire or LAN.

Unless otherwise set forth in the Schedule, Customer is responsible for: (i) encryption of all Customer data transmitted and stored using the Vaulting Services; (ii) the execution of regular backups using the Customer selected and SunGard supported vaulting software and to report any errors in executing such backups promptly via the Portal; and (iii) completing a successful backup. If Customer can not demonstrate that a successful backup was completed, SunGard will, as an accommodation to Customer, use reasonable efforts to assist Customer in restoration activities, if requested.

**b. Restoration Support Option.** If contracted for by Customer on the Schedule, SunGard shall provide Vaulting Services – Restoration Support Option as an additional service to the

Vaulting Services for the number of servers or partitions set forth in the Schedule. Vaulting Services – Restoration Support Option includes: (i) installation of vaulting software on target servers; (ii) configuration of daily backup and retention schedules in accordance with Customer design requirements form; (iii) execution of daily backup schedules; and (iv) file restore upon Customer request. If Customer subscribes to Application Services (as defined herein), SunGard will also define and implement Application backup and restore methodology as part of the Application Services. If Customer does not contract with SunGard for Application Services (as defined herein) then Customer is responsible for the backup and restoration methodology to be utilized for application(s). In order to be eligible for Vaulting Services – Restoration Support Option, Customer must contract for Vaulting Services, Server Services (defined herein) and Restoration Services for Managed IT Services (as defined in the Exhibit for Restoration Services), where SunGard is responsible for the restoration of the servers based on the contracted-for Services.

**c. Vaulting Services - DualVault.** If contracted for by Customer on the Schedule, SunGard shall provide Vaulting Services – DualVault as an optional service to the Vaulting Services for the amount of storage set forth in the Schedule. Vaulting Services – DualVault includes: (i) installation of hardware and Third Party Software at the Customer premises which includes maintenance of the storage device(s); and (ii) configuration of daily backup and retention schedules in accordance with Customer design requirements form. Customer is responsible for all costs related to the shipping and insurance during shipment of the DualVault device. Risk of loss of the device(s) passes to Customer upon shipment from the SunGard Facility. Additional installation fees and any other ancillary fees are billed on a one time basis and are due in accordance with the terms of the Master Agreement.

#### **4. Secure2Disk Services.**

Secure2Disk Services provide for (i) local backup protection of Customer's current data at Customer's Facility; and (ii) an on-line data backup service with restoration capability at the Designated SunGard Facility specified in the Schedule ("Secure2Disk Services"). SunGard will work with Customer either onsite or remotely to install and configure the client server hardware (provided by SunGard), local storage device and related connections (the "Appliance") at the Customer Facility set forth on the applicable Schedule as Customer's "Bill to" address. Customer is responsible for licensing the Third Party Software for the source server directly from the third party licensor pursuant to the Click-Wrap Terms. Customer shall indemnify and hold harmless SunGard against any claims, actions, damages, losses or liabilities to the extent arising from Customer's breach of the Click-Wrap Terms or Customer's negligence in the use of the software installed on the Appliance. SunGard shall provide Customer with Secure2Disk Services for the amount of committed storage set forth in the Schedule in GB or TB ("Vault"). The configuration of the Appliance at the Customer Facility will be sized based on Customer's data back-up requirements as provided to SunGard in writing. Title to the Appliance will be vested exclusively in SunGard and Customer shall bear all risk of loss or damage to the Appliance while at the Customer Facility. Customer will not move the Appliance from its Facility without the prior written consent of SunGard. Customer data will automatically be encrypted during transmission and while stored

on the Vault. Customer has the sole ability to unencrypt Customer data. Customer is responsible for: (i) securing and maintaining telecommunication services to facilitate the connectivity between the Customer Facility and the SunGard point of presence on the network using IP WAN bandwidth (internet or dedicated circuit(s)); (ii) securing and maintaining a local area network connection(s) at Customer's Facility between the Appliance and the source server at Customer's Facility; (iii) any communication costs associated with the connectivity between the Customer Facility and the SunGard point of presence to facilitate the Secure2Disk Services, and (iv) payment of any excess usage charges for prior month(s). Customer acknowledges that there will be an additional charge assessed for the Secure2Disk Services for each GB or TB used by Customer in excess of the storage capacity specified in the Schedule based on the excess usage fee charge set forth in the Schedule. Secure2Disk Services include the provision of network connectivity as set forth on the Schedule to facilitate the transfer of Customer data between the SunGard point of presence and the Vault. Technical support for Secure2Disk Services is included and provides 7x24x365 phone support and periodic updates to the Appliance. If applicable, any additional installation fees and any other ancillary fees will be set forth on the Schedule and will be invoiced on a one time basis and are due in accordance with the terms of the Master Agreement.

The installation and configuration of the Appliance at Customer's Facility includes loading a copy of Customer's backed-up data from the Appliance server at the Customer Facility on to a removable disk unit(s) (as provided by SunGard) which will be shipped to the Designated SunGard Facility where it will be used to "seed" the initial backup data set into the Vault unless SunGard and Customer mutually agree to use the Internet for the initial data seeding into the Vault. During implementation of the Secure2Disk Services, Customer may elect to test the solution by restoring a file(s) from the Vault. SunGard will provide Customer with training on the use, daily operations and establishing end-user security definitions on the Appliance. SunGard will provide monitoring and management of the Appliance at the Customer Facility, and the Vault and infrastructure supporting the Secure2Disk Services at the Designated SunGard Facility. SunGard is responsible for the installation and configuration of all product upgrades and maintenance for the Appliance. SunGard will support the Appliance under a maintenance contract with either the original equipment vendor or a qualified maintenance vendor with four (4) hour response time following problem determination.

In the event Customer requires access to the Customer data on the Vault, a removable disk-based storage device can be requested from SunGard. Customer's data will be copied onto the removable storage device and the device will be shipped to the Customer specified address, as applicable. Customer will then either: (i) promptly return to SunGard the disk-based storage unit(s); or (ii) elect to purchase the disk-based storage device at SunGard's then current fees for such storage unit. In addition, Customer is responsible for all costs related to the shipping of the disk-based storage device(s). If Customer elects this option for data retrieval, SunGard shall provide the appropriate number of storage devices to accommodate Customer's environment and Customer must identify the appropriate interface type, Universal Serial Bus (USB) or LAN.



Unless otherwise set forth in the Schedule to the Master Agreement, Customer is responsible for: (i) providing adequate space (rack unit(s)), power, cooling, and security to accommodate the Appliance at the Customer Facility; and (ii) the execution of regular back-ups using the Third Party Software and to report any errors in executing such back-ups promptly via the Portal.

Upon termination or expiration of the Secure2Disk Services, Customer shall, at its expense, promptly return to SunGard, but no later than ten (10) days thereafter, the Appliance(s) installed at Customer's Facility, in the same condition, reasonable wear and tear only excepted. As part of the decommissioning process, Customer is responsible for deleting any stored data from the Appliance prior to returning the Appliance to SunGard, and coordinating with SunGard the process of removing any Customer data then residing on the Vault. SunGard reserves the right to enter Customer's premises and remove the Appliance if Customer fails to comply with the above provisions.

## E. REPLICATION SERVICES

**1. Server Replication Services.** SunGard shall provide Server Replication Services for the number of server(s) set forth in the Schedule. Server Replication Services include: (i) the initial installation and set-up of replication software on the target and source server(s); (ii) monitoring and problem resolution with regard to the replication between source and target server(s); (iii) Hardware Installation Services (as defined herein) for the source and/or target server(s) situated in the Designated SunGard Facility; (iv) monitoring of failover readiness; (v) management of the Server Replication Services Failover Process (as defined below); (vi) implementation of software changes and patches on the source and target server(s) when available from the replication agent vendor(s); (vii) reasonable telephone access during SunGard's standard business hours and escalation to the vendor when appropriate; (viii) reasonable telephone support during SunGard's standard business hours for software failures detected by Customer on the source and/or target server(s) at Customer's Facility; (ix) monitoring of all established software sessions between source and target server(s); and (x) notification to Customer when error conditions occur or pre-established limits are exceeded. SunGard will notify the Customer of any error conditions in accordance with the agreed upon procedures. All error conditions will be logged and tracked by SunGard. In order for SunGard to provide Server Replication Services, Customer must: (i) provide SunGard with Internet and/or IP access to source and/or target server(s) situated at Customer's facility(ies); and (ii) provide SunGard with ROOT or ADMIN security access to source and target server(s). In order to facilitate the replication, Customer must contract with SunGard for or provide IP network connectivity between the source and target server(s). In addition, if Customer requires installation of the replication software on servers in a test environment prior to the implementation of the Services to Customer's primary source and target servers(s), there will be an additional one-time fee as set forth in the Schedule, and a statement of work will be attached to the Schedule which will detail the specific deliverables.

**Server Replication Services Failover Process.** During initial installation and set-up, a management agent will be installed on the source and target servers that are replicating data.

These agents monitor the status of the servers by tracking network requests and responses exchanged between sets of servers. When a server misses a user-defined number of requests, the management agent assumes the server has failed, and initiates a request to failover. A failover event will not be initiated until approved by an authorized Customer representative. During a failover event, the target server may assume the IP address, DNS identity, or both of the failed source server. Applications are initiated and processing resumes on the target server based upon scripts developed during initial setup. Once the failed source server has been restored operationally, replication will then be initiated between the target and source server. After the data on the source server has been resynchronized with the target server, return failover can be initiated between the target and source servers, and normal operations resumed. Customer may test failover functionality once per calendar quarter on a non-cumulative basis. Each failover test can utilize Customer's full configuration or a subset thereof.

**2. Managed Virtual Server Replication Services.** SunGard shall provide Managed Virtual Server Replication Services for the number of source physical or virtual machine (VM) server(s) ("Source Host(s)") set forth in the Schedule. Managed Virtual Server Replication Services include: (i) the initial installation and set-up of replication and management software agents on the Source Host(s) at the Customer facility or at the Designated SunGard Facility where Customer's Space is located and the target VM staging and production server(s) at the alternate SunGard Facility; (ii) provisioning of the target VM staging and production server(s); (iii) monitoring and problem resolution with regard to the replication between Source Host(s) and the target VM staging and production server(s); (iv) monitoring of failover readiness; (v) management of the Managed Virtual Server Replication Failover Process (as defined below); (vi) implementation of software changes and patches to the replication and management software agents on the Source Hosts(s) and the target VM staging and production server(s) when available from the replication agent vendor(s); (vii) reasonable telephone support is available 24x7x365 for replication software failures detected by Customer on the Source Host(s); and (viii) notification to Customer when error conditions occur or pre-established limits are exceeded in accordance with the agreed upon procedures. All error conditions will be logged and tracked by SunGard. In order for SunGard to provide Managed Virtual Server Replication Services, Customer must: (i) provide SunGard with Internet and/or IP access to the Source Host(s); and (ii) provide SunGard with ROOT or ADMIN security access to the Source Host(s); and (iii) have installed a non-OEM version of Windows operating system on each Source Host. Customer is responsible for the encryption of all Customer data transmitted and stored utilizing the Managed Virtual Server Replication Services. In order to facilitate the replication, Customer must contract with SunGard for or provide IP network connectivity between the Source Host(s) and the target VM servers. In the event that Customer elects to contract with SunGard for the IP network connectivity and does not contract for the recommended amount of connectivity based on re-mirroring requirements as advised by SunGard, Customer acknowledges that re-mirroring of Customer data may exceed five (5) days. Customer acknowledges that the Monthly Fee for Managed Virtual Server Replication Services was calculated based on storage per Source Host not to exceed 250 Gigabytes. In the event that the total amount of

storage used by Customer in Gigabytes exceeds the number of Source Host(s) contracted for multiplied by 250 Gigabytes, SunGard shall increase Customer's Monthly Fee, effective as of the date of the increase in the storage for the Source Host(s) by \$1.00 per Gigabyte per month for the additional storage capacity. In addition, if Customer requires installation of the replication agent software on the Source Host(s) in a test environment prior to the implementation of the Services to Customer's production Source Host(s), there will be an additional one-time fee as set forth in the Schedule, and a statement of work will be attached to that Schedule which will detail the specific deliverables.

**Managed Virtual Server Replication Services Failover Process.** During the initial installation and set-up, a management agent will be installed on the Source Host(s) that are replicating data and the target VM staging and production server(s). These agents monitor the status of the servers by tracking network requests and responses exchanged between sets of servers. A failover event is defined as any Customer production outage of the Source Host(s) ("Event"). Failover to the target VM production server(s) will not be activated until approved by an authorized Customer representative in accordance with Customer's written procedures. Customer will activate the failover by contacting SunGard in accordance with SunGard's standard procedures and then certifying to SunGard in writing that an Event has occurred ("Activation"). Upon Activation, the target server(s) VMDK file(s) will be moved from the target staging server storage to the target production VM servers for use during the Event for up to thirty (30) days after the date of Activation at no charge. These VM(s) may assume the IP address, DNS identity, or both of the failed Source Host(s). Applications are initiated and then processing resumes on the target VM server(s). After the failed Source Host(s) has been restored operationally, SunGard will assist Customer to resume processing on the Source Host(s). The Services include one (1) failover Activation per calendar quarter, non-cumulative, which Customer may be use to test failover functionality utilizing the full configuration of Source Host(s) on the Schedule or a subset thereof. Activations exceeding one (1) per calendar quarter will be charged to Customer at the rate of \$1,000 per contiguous eight (8) hour period. Activation(s) due to planned Events must be scheduled at least ten (10) business days prior to the date of the Activation. If the use of the target production servers due to an Event exceeds thirty (30) calendar days in duration, Customer will be charged an additional fee per day of \$200 per VM up to and including day forty (40) of usage, and thereafter an additional fee per day of \$400 per VM per day until the Source Host(s) has been restored operationally. Notwithstanding anything to the contrary, once Customer commences the process of transitioning to Customer's production environment from the recovered VM servers at SunGard following the Event, SunGard will not charge Customer up to seven (7) days of fees during such transition activity, if applicable. In order for the Service Level Commitment for Managed Virtual Server Replication Event to be available to Customer during an Activation, Customer must have coordinated with SunGard and completed a successful test of Customer's then current configuration. Changes to Customer's configuration which will require a re-test include, but are not limited to, hardware changes and or additions, new application(s) and any software release version or edition changes or service pack installations with respect to Customer's applications and operating systems. If Customer's

Source Host(s) is located in a SunGard facility and Customer is receiving Managed IT Services from SunGard on such Source Host(s) ("Managed Services"), SunGard shall use reasonable efforts to provide the Managed Services to Customer as soon as reasonably practical following Activation and also following Customer's return to use of the Source Host.

## F. SECURITY SERVICES

**1. Managed Firewall & VPN Services.** SunGard shall provide Managed Firewall Services for the number of firewalls set forth in the Schedule and five (5) Virtual Private Network (VPN) tunnels for each firewall (site to site VPN or client VPN) or connectivity support to Customer managed or SunGard managed compatible authentication device. Managed Firewall & VPN Services include: (i) Equipment Management Services (as defined herein); (ii) Standard Monitoring Services (as defined herein); (iii) firewall configuration based on Customer's written specifications; (iv) resolution of firewall problems; (v) Hardware Installation Services (as defined herein); (vi) LAN Services (as defined herein) for a SunGard-provided production switch; and (vii) firewall log reports available to Customer at the Portal and are retained for 90 days. If Customer subscribes to dual firewalls per device (i.e. router, server etc.), SunGard shall provide dual firewall devices configured to provide redundancy should one of the firewalls fail to operate. Customer is responsible for software management and configuration of Customer managed VPN end-point. Customer acknowledges that SunGard does not monitor VPN persistence.

### 2. Managed Intrusion Protection Services

**a. Managed Intrusion Detection Services (IDS).** SunGard shall provide IDS as set forth in the Schedule as Network IDS and/or Host IDS. For Network IDS, the Services are provided for the number of IDS appliances and network segments as set forth in the Schedule. If multiple network segments are to be monitored, the network architecture must support VLAN tagging or one Ethernet interface per network segment being monitored. For Host IDS, the Services are provided for the number of servers as set forth in the Schedule. IDS includes: (i) Hardware Installation Services (as defined herein); (ii) installation and configuration of IDS software; (iii) configuration of IDS rules; (iv) resolution of IDS configuration problems; (v) signature file, appliance and management; (vi) 24x7x365 intrusion monitoring and notification to Customer of detected alerts based upon manufacturer or Customer approved settings; and (vii) intrusion reports available to Customer at the Portal and retained for 90 days.

**b. Managed Intrusion Prevention Services (IPS).** SunGard shall provide IPS as Network IPS and/or Host IPS for the number of appliances or servers set forth in the Schedule. IPS includes: (i) Hardware Installation Services (as defined herein); (ii) installation and configuration of IPS software; (iii) network traffic monitoring 24x7x365; (iv) detection of attempted intrusions and server misuse consisting of traffic abnormalities and/or pre-defined known attack signatures; (v) a monthly report of IPS incidents; and (vi) configuration of IPS rules. For in-line IPS solutions where the network traffic passes directly through the appliance, the appliance will be configured to monitor and automatically filter attacks based on a predefined list of threats and vulnerabilities. Customer understands and acknowledges that the device(s) utilized to provide the IPS



make decisions to drop packets based upon Customer's selected criteria and that a packet may generate a "false positive" and be dropped, possibly disrupting valid network activity.

**3. Managed Vulnerability Protection Services.** SunGard shall provide Managed Vulnerability Protection Services for the number of IP addresses set forth in the Schedule. Managed Vulnerability Protection Services are delivered over the Internet to scrutinize Customer's Internet facing devices for security vulnerabilities. Managed Vulnerability Protection Services: (i) identify visible perimeter and/or network devices and map underlying Customer network devices that are accessible from the Internet and provide information about each device; (ii) characterize devices as access gateways, routers, or other types of equipment, by machine type and operating system; (iii) provide information, such as machine names, and where possible, identifying information about private networks and intranets; and (iv) identify common TCP/IP services, such as HTTP servers, SMTP servers, and telnet or SSH servers. Scans can be conducted either monthly or quarterly (as set forth in the Schedule) on a date that is mutually agreed to between the parties. Customer will be provided with a report which includes a summary of the security of the network devices, including summary information about the scan, general network information, specific host information, a list of detected vulnerabilities and an executive overview that provides a global view of the security level of all networks and IP addresses.

**4. Identity & Access Management Services.** SunGard shall provide Identity & Access Management Services as set forth in the Schedule.

**a. Managed Digital Certificate Services.** SunGard shall provide 128-bit digital certificate(s) for the number of certificates as set forth in the Schedule. Managed Digital Certificate Services includes provisioning and management of 128-bit digital certificates for load balancer, web server or other SSL enabled Equipment supported by SunGard. Customer acknowledges that: (i) certificate(s) are valid for one (1) year from the date of issuance by SunGard; (ii) SunGard will issue replacement certificate(s) to Customer during the Agreed Term of the applicable Schedule following expiration of the prior years' certificate(s); (iii) lost certificates will be replaced during the Agreed Term upon written notice from Customer; and (iv) SunGard shall provide Customer with access to the certificate revocation list for load balancer, web server or other SSL enabled Equipment supported by SunGard.

**b. Managed Access Services.** SunGard shall provide Managed Access Services for the number of users as set forth in the Schedule. SunGard's Managed Access Service includes: (i) support and administration of hosted and remote Customer access environments (Active Directory & LDAP); and (ii) administration of access which includes additions, changes and deletions of Customer user identification and passwords.

**c. Managed Client VPN Services.** SunGard shall provide clientless, remote access to Customer's systems, networks, and/or applications for the number of VPNs or users as set forth in the Schedule. Managed Client VPN Services includes an Secure Socket Layer (SSL) VPN communication connection(s) to a Customer's hosted environment at the Designated SunGard Facility through a 128 bit SSL tunnel between the remote client and SunGard's managed SSL

concentrators. Customer acknowledges that the Managed Client VPN Services are delivered through a shared SunGard infrastructure and requires Customer to provide an IPsec and SSL compliant device or subscribe to a SunGard supported multi-protocol label switching service to terminate the SSL connections.

**d. Malicious Traffic Management Services.** SunGard shall provide Malicious Traffic Management Services for the number of users as set forth in the Schedule. Malicious Traffic Management Services are available in several variations and may include combinations of the following features as set forth in the Schedule: (i) Anti-virus: inbound / outbound network monitoring against known virus and worm signatures, as well as deletion of detected and/or blocked virus and worms; (ii) malicious traffic monitoring: network monitoring of HTTP, HTTPS, SMTP and FTP traffic for known signatures corresponding to abnormal behavior and attacks against end users; and (iii) spam filtering: inbound / outbound network monitoring and detection of unsolicited or spoofed SMTP and POP mail. Malicious Traffic Management Services include: (i) reports on an ad hoc basis as requested by Customer; and (ii) Customer requested monitoring / detection changes up to a maximum of five (5) changes per month. Customer acknowledges that the device(s)/technology utilized to provide Malicious Traffic Management Services may drop network packets based upon Customer's selected criteria and that a packet may generate a "false positive" and be dropped, potentially affecting valid network activity.

**e. Managed Content Filtering Services.** SunGard shall provide end user HTTP & HTTPS content filtering for the number of users or devices as set forth in the Schedule. Managed Content Filtering Services include: (i) custom configuration of filtered web sites and/or categories; (ii) blocking of web site categories or individual web sites, as defined by Customer; (iii) monitoring of activity by site or category; (iv) Customer requested changes to filtered web sites or categories up to a maximum of five (5) per month; and (v) reporting of content filtering activity on an ad hoc basis as requested by Customer. Customer acknowledges that the device(s)/technology utilized to provide Content Filtering Services may block web sites based upon Customer's selected criteria. Web sites blocked by category may cause inaccessibility to legitimate web sites.

**f. Managed Two-Factor Authentication Services.** SunGard shall provide Managed Two-Factor Authentication Services for the number of users as set forth in the Schedule. Managed Two-Factor Authentication Services include: (i) support and administration of token authentication for access control; and (ii) administration, which includes additions, changes and deletions of Customer user identification. Customer acknowledges that Two-Factor Authentication Services are available either as a Hard Token (Keyfob) or Soft Token (software) utilizing the industry standard, Advanced Encryption Standard algorithm. Customer acknowledges that the Managed Client VPN Services are delivered through a shared SunGard infrastructure.

## G. MONITORING SERVICES

Monitoring Services include: (i) the implementation by SunGard of monitoring rules provided by Customer for the requested device(s), database(s), operating system(s) or

website(s); (ii) 24x 7x365 monitoring of alerts generated by the monitoring system; and (iii) notification to Customer of monitoring alerts that may include a service impacting event (as defined in the Services Guide). Monitoring Services are provided within a measurement period ("Polling Period") whereby the monitoring system detects resource availability and resource utilization. There may be occasions when monitored resources reset completely within the Polling Period and therefore may not be monitored during such reset period. In the event there is more than one instance or partition of an operating system or application running on a monitored device or server, then the SunGard monitoring "unit" is per instance instead of per device or server. Monitoring Services also include the provision of the switch as set forth on the applicable Schedule.

**1. Standard Monitoring Services.** SunGard shall provide Standard Monitoring Services for the number of devices and servers set forth in the Schedule. Standard Monitoring Services include the detection of the failure of a device(s) and/or server(s) to respond. The frequency of the polling of devices and/or server(s) will be every five (5) minutes. Standard Monitoring Services also include a TCP/UDP port monitor, as applicable, to verify that a connection can be made to the network port.

**2. Advanced Monitoring Services - Database.** SunGard shall provide Advanced Monitoring Services - Database for the number of servers and the number of databases set forth in the Schedule. Advanced Monitoring Services - Database include: (i) the provision and installation of a monitoring agent; and (ii) the monitoring of table-space utilization, related logs and file systems. The frequency of polling will be every five (5) minutes.

**3. Advanced Monitoring Services – Operating System.** SunGard shall provide Advanced Monitoring Services – Operating System for the number of servers and the number of operating system partitions set forth in the Schedule. Advanced Monitoring Services – Operating System include: (i) the provision and installation of a monitoring agent; (ii) the monitoring of CPU, memory, and system disk utilization; and (iii) the monitoring of IP port availability. The frequency of polling will be every five (5) minutes.

**4. Advanced Monitoring Services – Web.** SunGard shall provide Advanced Monitoring Services – Web for the number of servers set forth in the Schedule. Advanced Monitoring Services – Web include: (i) provisioning and installation of a monitoring agent; (ii) monitoring of Customer specified web server specific services or processes (i.e. DLLhost, InetInfo, and www service); (iii) system level web server logs; (iv) web server performance metrics, such as users and connections; and (v) the detection of HTTP error codes as described in the Services Guide and URL failure to respond to an HTTP GET request within a specified threshold. The frequency of the polling of URLs will be every five (5) minutes.

**5. Advanced Monitoring Services - Device.** SunGard shall provide Advanced Monitoring Services – Device for the number of devices set forth in the Schedule. Advanced Monitoring Services – Device include: (i) the monitoring of device CPU, memory, physical hardware and environmental components (i.e. temperature, voltage, power supply failure, fan failure); and (ii) Wide Area Network interface utilization, as

applicable. The frequency of the polling will be every five (5) minutes.

**6. Advanced Monitoring Services - Exchange.** SunGard shall provide Advanced Monitoring Services - Exchange for the number of servers set forth in the Schedule. Advanced Monitoring Services – Exchange include: (i) the provision and installation of a monitoring agent; and (ii) the monitoring of Exchange availability, critical errors, mail store utilization, and related logs. The frequency of polling will be every five (5) minutes.

**7. Web Transaction Monitoring Services.** SunGard shall provide Web Transaction Monitoring Services for the number of transactions set forth in the Schedule. Web Transaction Monitoring Services include: (i) the development of a specific URL sequence as a synthetic user; and (ii) the detection of transaction failures as developed. Transactions may include up to five (5) discrete steps. The polling frequency of the actual transaction(s) will be determined during transaction development. Customer agrees to provide a technical contact to assist SunGard in the development of each transaction.

## H. PROBLEM RESOLUTION

**1. Detection, Notification and Diagnosis.** Within fifteen (15) minutes of SunGard's determination that there has been a Service impacting event, SunGard will notify Customer of the problem (unless SunGard was first notified by Customer). If the service impacting event is associated with a device(s) for which Customer has contracted with SunGard for Equipment Management Services, then SunGard shall immediately engage then-available technical support to assist in problem diagnosis. If the appropriate technical support resource has not been assigned to problem analysis within fifteen (15) minutes of problem determination, escalation to the next level of Technical Services Management (as defined in the Services Guide) occurs, culminating with escalation of the problem to the Vice President of Operations at the Designated SunGard Facility in accordance with SunGard's standard operational procedures.

**2. Resolution of Service Impacting Event.** As necessary, following the detection and notification to Customer of a Service impacting event associated with a device for which Customer has contracted with SunGard for Equipment Management Services, if the problem has resulted in a Service outage, SunGard will continue to escalate the problem internally until the Service is restored. If the Service is not restored within thirty (30) minutes of problem determination, escalation to the Technical Services Manager and Customer Service occurs. If the Service is not then restored within sixty (60) minutes, escalation to the Technical Services Director occurs. If the Service is not then restored within ninety (90) minutes, escalation to Vice President of Operations occurs. SunGard shall provide continuous support to Customer in accordance with the terms of the Master Agreement for problem resolution until the Service has been restored. As necessary, SunGard shall coordinate with the applicable maintenance vendor to facilitate resolution of the issue.

## I. EXPIRATION/CANCELLATION OF SCHEDULE AND TRANSITION SERVICES

1. Upon expiration/cancellation of a Schedule to this Exhibit for any reason other than due to an uncured material breach by Customer, and provided Customer is not in default of its payment obligations under the applicable Schedule, SunGard shall provide Customer with reasonable transition services and information and documentation that reasonably may be needed by Customer in connection with the orderly and expeditious transition of the Services ("Transition Services"). The Transition Services shall be provided for a period of up to one hundred twenty (120) days, provided Customer continues to make timely payments of the Monthly Fees attributable to all Schedules to the Master Agreement.

2. Upon the expiration/cancellation of a Schedule to this Exhibit for any reason SunGard shall delete all Customer data residing on SunGard-provided Equipment.

## J. SERVICE LEVEL COMMITMENTS

The following subsections define the criteria for the Services and the compensation in the form of credit(s) for which Customer is eligible in the event that the defined criteria was not met for the Service.

### 1. Internet Access Availability

- **Guarantee** – During any calendar month, the Internet protocol network utilized to access the Internet from the Designated SunGard Facility will have availability of 99.99% for Customer to transmit to, and receive information from, the Internet.
- **Definition** – "Internet availability" is defined as the ability to route a data packet from Customer's environment located within a Cabinet or Suite in the Space, to the egress point to the public Internet.
- **Measurement** – SunGard will measure availability of the SunGard Internet protocol network by computing the total number of successful performance measurements between agents as a percentage of the total number of attempts between agents. "Agents" are defined as passive devices that are located in every SunGard hosting facility. Network error conditions are considered "failed attempts". Measurements will be posted to the Portal.
- **Remedy** – If SunGard fails to provide Internet access in accordance with the Guarantee, then Customer is entitled to a credit of one (1) day's Monthly Fee for the Services on the applicable Schedule. If Customer exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, Customer shall be issued a total credit of one (1) month's Monthly Fee under the applicable Schedule for the calendar month in which SunGard failed to meet the Internet Access Availability Guarantee.

### 2. Latency

- **Guarantee** – The average round trip latency between any two agents within SunGard's Internet protocol network will not exceed an average of 50 milliseconds in North America during any calendar month.
- **Definition** – Latency is defined as the round trip time it takes for a data packet to travel between two agents within SunGard's Internet protocol network. "Agents" are defined as passive devices that are located in every SunGard

hosting facility. Each Agent is placed on that hosting facility's network infrastructure to take measurements across the SunGard Internet protocol network.

- **Measurement** – SunGard will measure latency by averaging sample measurements taken during the prior calendar month between agents on SunGard's Internet protocol network. SunGard records the packet measurement based on the time in milliseconds that it takes to send a data packet and to receive the acknowledgement of that data packet. Measurements will be posted to the Portal.
  - **Remedy** – If SunGard's average monthly latency is greater than the Guarantee above, then Customer is entitled to a credit of one (1) day's Monthly Fee for the applicable Schedule for the calendar month in which SunGard failed to meet the average trip Latency Guarantee.
- ### 3. Packet Delivery
- **Guarantee** – A monthly average success rate of 99.9% for packet delivery through SunGard's Internet protocol network.
  - **Definition** – "Unsuccessful delivery" is defined as packets dropped due to transmission errors or router overload before exiting the SunGard Internet protocol network.
  - **Measurement** – SunGard shall measure packet loss by the number of re-transmitted data packet requests. All data packet retransmits are assumed to be due to a lost packet. Daily measurements will be summed and then divided by thirty (30) to calculate a monthly average. Measurements will be posted to the Portal.
  - **Remedy** – If SunGard's average successful monthly packet delivery is less than 99.9%, then Customer is entitled to a credit of one (1) day's Monthly Fee for the applicable Schedule for the calendar month in which SunGard failed to meet the monthly Packet Delivery Guarantee.
- ### 4. Power
- **Guarantee** – 100% power availability in the Designated SunGard Facility.
  - **Definition** – Provision of uninterrupted power to the Designated SunGard Facility infrastructure and to the Equipment located within the Designated SunGard Facility based upon the capacity specified in the Schedule. Only Customers who contract for a B-Side Circuit and have Customer-provided Equipment that supports multiple redundant power feeds or who have integrated a static switch to provide redundancy to a single fed piece of Customer-provided Equipment qualify for the Guarantee. The Service Level Commitment is not available to Customers who have contracted for only A-Side Power Circuit(s) (without a B-Side Circuit(s)) or if Customer's total utilization of an A & B Side pair exceeds 80% of the capacity of one of the circuits in the pair.
  - **Measurement** – Power availability is measured as the unscheduled time that the SunGard-provided dual power feeds were simultaneously unavailable.



- **Remedy** – If power is unavailable as a result of SunGard's actions or inactions, such that Customer's Services are interrupted, then Customer is entitled to a credit of one (1) day's Monthly Fee for the applicable Schedule for each incident. If Customer exceeds eight (8) or more cumulative full hours of unavailability during a calendar month, Customer shall be issued a total credit of one (1) month's Monthly Fee under the applicable Schedule for the calendar month in which SunGard failed to meet the power availability Guarantee.
- 5. System Availability**
- **Guarantee** – The servers for which Customer has contracted with SunGard for Operating System Management Advanced Services or Operating System Management Enterprise Services shall be operational and available to Customer 99.9% of the time during the Agreed Term of the Schedule ("System Availability"), if the server(s) are configured with a hardware RAID controller, dual power supplies and Customer subscribes to Power Infrastructure B-Side Upgrade. As used herein, "System" is defined to mean the Equipment and the operating system situated thereon and does not include the network infrastructure connected to the server. Additionally, in the event Customer retains ROOT or ADMIN privileges, or equivalent, SunGard and Customer shall work together to determine the cause of the service-impacting event and the Service Level Commitment will not be applicable to the event.
  - **Measurement** – System Availability will be measured utilizing internal monitoring software to measure the availability of Customer's System. The System shall be deemed available if the System is responsive to standard ICMP or SNMP requests.
  - **Remedy** – If during any three (3) month period, System Availability for any two (2) months falls below the applicable percentage as an average for the month, SunGard will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule, for each of the two months during which the System Availability Guarantee was not met.
- 6. Network Hardware Availability**
- **Guarantee** – Network hardware components which are provided by SunGard to facilitate LAN Services, Managed Firewall Services, Managed Intrusion Protection Services, Managed Load Balancing Services, or Geographic Load Balancing Services which are configured in a redundant configuration, wherein all single points of failure have been eliminated, shall be operational and available to Customer 99.95% of the time during the Agreed Term of the Schedule. Notwithstanding the foregoing, for all network hardware provided by SunGard in which the hardware is configured in a single architecture, SunGard commits that associated network hardware shall be operational and available to Customer 99.5% of the time during the Agreed Term of the Schedule.
  - **Measurement** – SunGard shall monitor the network hardware and the network devices shall be polled every five (5) minutes via a standard ICMP or SNMP poll.
- **Remedy** – If during any three (3) month period, network hardware availability for any two (2) months falls below the applicable Guarantee percentage as an average for the month, SunGard will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule, for each of the two months during which the Network Hardware Availability Guarantee was not met.
- 7. Managed Oracle EBS Services and Managed SAP Services Application Availability**
- **Guarantee** – During any calendar month, the Oracle EBS or SAP Application covered by the Managed Oracle EBS or SAP Services running on Customer's Production Servers, as defined below, will be available to Customer for use 99.9% of that time ("Application Availability").
  - **Definition** – "Production Server(s)" are defined as those servers located in the Space in the Designated SunGard Facility under contract for Managed Oracle EBS or SAP Services that are used by Customer in Customer's enterprise IT environment. Production Servers do not include servers where application testing, quality assurance or development operations are performed.
  - **Measurement** – SunGard will measure availability of the SunGard managed SAP or Oracle EBS Application by the application's ability to process user transactions and associated programmatic processes.
  - **Remedy** – If during any calendar month, Application Availability falls below the applicable percentage as an average for that month, SunGard will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule.
- 8. Full Infrastructure Management Space Availability**
- **Guarantee** – All Equipment, managed by SunGard in Full Infrastructure Management Space shall be operational and available for use by Customer 99.9% of the time during the Agreed Term of the Schedule.
  - **Measurement** – SunGard shall monitor all Equipment and polling shall occur every five (5) minutes via a standard ICMP or SNMP poll.
  - **Remedy** – If during any three (3) month period, Full Infrastructure Management Space Availability for any two (2) months falls below the applicable percentage as an average for the month, SunGard will credit Customer ten percent (10%) of the then current Monthly Fee for the affected Schedule, for each of the two months during which the Full Infrastructure Management Space Availability Guarantee was not met.
- 9. Notification**
- **Guarantee** – SunGard shall notify Customer, in the manner as set forth herein and in SunGard's Services Guide within fifteen (15) minutes after SunGard has determined that Customer's Equipment/Services are unavailable.
  - **Remedy** – SunGard shall credit Customer one (1) day's Monthly Fee for the applicable Schedule for each incident during the prior calendar month in which SunGard fails to meet the Notification Guarantee. In the event that

Customer notifies SunGard regarding unavailability of Equipment/Services, this remedy is not operational.

#### 10. Security Services Log Retention

- **Guarantee** – Except in connection with Services provided by a third party, SunGard shall retain security logs, in the manner as set forth herein and in SunGard's Services Guide, for 90 days after the date of their creation, and will make those log files available to Customer upon Customer's request.
- **Remedy** – SunGard shall credit Customer one (1) month's Monthly Fee for the applicable Service for each month during the contract term in which SunGard fails to meet the Security Log Retention Guarantee.

#### 11. Security Alert

- **Guarantee** – SunGard shall notify Customer of major security events within 15 minutes of SunGard's detection and identification of the major event.
- **Remedy** – SunGard shall credit Customer one (1) month's Monthly Fee for the applicable Service for each month during the contract term in which SunGard fails to meet the Security Alert Guarantee.

#### 12. Secure2Disk Vault Availability

- **Guarantee** – The Vault for which Customer has contracted with SunGard for the Services shall be operational and available for Customer data transmission to Customer 99.99% of the time during the Agreed Term of the Schedule ("Vault Availability").
- **Measurement** – Vault Availability will be measured utilizing internal monitoring software to measure the availability of Vault.
- **Remedy** – If during any one (1) month period, Vault Availability falls below the applicable percentage as an average for the month, SunGard will credit Customer one (1) day's Monthly Fee for the Secure2Disk Services for each month in which the Vault Availability Guarantee was not met."

#### 13. Managed Virtual Server Replication Event

- **Guarantee** – SunGard shall, within six (6) hours of a Customer Activation due to an Event, initiate and complete the activation of the target VM production server(s) at the SunGard Facility such that Customer has the ability to access the operating system and start the application(s) on the target VM production server(s) at the SunGard Facility by way of the local or domain account logon ("Start-up").
- **Remedy** – SunGard shall credit Customer one (1) day's Monthly Fee for the Services for each hour over the Guarantee until the Start-up is complete.

#### 14. Remedies General

If SunGard fails to meet a defined Service Level during the Agreed Term of the Schedule, as Customer's sole monetary remedy, Customer shall be entitled to receive the credits as

reflected herein by Service Level. Failure to meet the same Service Level three (3) times in any contract year shall entitle Customer to terminate the applicable Schedule upon ninety (90) days prior written notice to SunGard. In no event will the total credits for any occurrence exceed Customer's then current Monthly Fee for the applicable Schedule.

SunGard shall not be responsible for the failure to meet a Service Level if the failure is caused by: (a) the breach of the Master Agreement or this Exhibit by Customer; (b) the negligence or intentional acts or omissions of Customer or its employees or agents; (c) Equipment malfunction (provided said Equipment has been maintained by SunGard in accordance with the terms of the Master Agreement); or (d) the failure of any Software to perform in accordance with its specifications ("Software Failure") and such Software Failure is not caused by SunGard's negligence, willful misconduct or failure to maintain a maintenance contract on such software. Further, any scheduled maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime shall not be included in calculating any Guarantee has been met. In addition, the Guarantees do not include any downtime as a result of: (a) Customer-made changes to applications or data; (b) Customer retaining ROOT or ADMIN privileges; (c) Customer requiring SunGard to maintain, or continue to run unsupported Software or hardware releases; (d) Software or hardware failures resulting from the absence of an update, patch, configuration change, maintenance change or repair recommended by SunGard but rejected or delayed by Customer for any reason; or (e) Customer retaining access control to the network and/or security device(s) for which SunGard is providing the Services.

**15. Software Failure.** Customer acknowledges that SunGard is not the developer of any of the Software product(s) used to provide the Services hereunder. In the event of a Software Failure, if in the reasonable discretion of SunGard and Customer, such Software Failure cannot be cured and if, at the time of such failure no other functionally equivalent Software compatible with the Equipment is commercially available, Customer shall have the right to immediately terminate the applicable Schedule without penalty to either party. SunGard shall not be liable to Customer or any third party for any damages with respect to such termination.

**16. SunGard Notice Address.** SunGard's notice address pursuant to Schedules under this Exhibit is SunGard Availability Services LP, 680 East Swedesford Road, Wayne, PA 19087, Attn: Contract Administration.

**17. Terminology.** Any references to "Master Agreement" or "Master Agreement for U.S. Availability Services" shall mean the Global Master Services Agreement referenced above.

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Upon receipt of this letter, SunGard Availability Services LP ("SunGard") confirms that it has secured a SAS70 Type II ("SAS70") report for the managed hosting facilities located at Alpharetta, GA; Atlanta, GA (Spring St and Jefferson St); Aurora, CO; Austin, TX; Boston, MA; Carlstadt, NJ (Central and Commerce); Dallas, TX (Richardson); Denver, CO; Houston, TX (Houston West and Houston North); Marlborough, MA; Minneapolis, MN; Mississauga (Argentia and City Centre), Ontario, Canada ; Nashville, TN; Philadelphia, PA (N. Broad, Chestnut and Spring Garden); Phoenix, AZ; Pittsburgh, PA; Portland, OR; Raleigh, NC; Rancho Cordova, CA; San Diego, CA; Scottsdale, AZ; St. Louis, MO; St. Paul, MN; Smyrna, GA; Thornton, CO and Wood Dale, IL (N. Edgewood and Haynes), facilities as well as the controls of SunGard Availability Services LP applicable to the V\*NET communications network for the review period of 10/1/09 through 9/30/10. This review is performed on an annual basis covering the same October through September time period. The SAS70 report covered the following Control Objectives:

## ***Control Objective #1***

**Controls provide reasonable assurance that changes to the production network environment and dedicated customer equipment are authorized, verified, approved, appropriately implemented, and documented.**

1. SunGard Availability Services has a formally documented Change Management Policy that describes the guidelines for managing changes to the production network environment and dedicated customer equipment. Emergency changes follow the same process as other changes.
2. The Change Advisory and Approval Board (CAAB) reviews any service-affecting changes (high and moderate impact) initiated by SunGard AS. Key staff and managers from the following groups attend the weekly CAAB meeting: Service Delivery, Central Operations, Proactive Services, Managed Operations, and Hosting Operations.
3. SunGard AS-initiated, service-affecting changes (high and moderate impact) contain, at minimum:
  - Impact assessment
  - Change description
  - Change priority
  - Change impact
  - Install procedure
  - Back-out procedure
4. SunGard AS-initiated, service-affecting changes (high and moderate impact) require customer notification prior to installation of the change.
5. SunGard AS-initiated, service-affecting changes (high and moderate impact) must be approved by the Change Control Coordinator or a member of the coordinator's management structure. Evidence of the approval must be included within the Change Control Record.

## ***Control Objective #2***

**Controls provide reasonable assurance that logical access to system resources is reasonable and restricted to properly authorized individuals.**

1. SunGard AS maintains formally documented security policies and procedures, including guidelines governing:
  - Corporate security standards
  - Password parameters



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- Security administration
- Security monitoring
- Remote access
- Separation of employment or transfer
- Protection of data and software
- Network security
- Workstation security
- Internet and e-mail security
- Shared ID policy

Security policies and procedures are documented and available to SunGard AS employees within the online documentation library.

2. Requests to add or modify server access rights for SunGard AS employees are submitted via the ticketing system and assigned to the Security department for fulfillment of the request. Logical access requests for SunGard AS personnel must be approved by the respective department manager or authorized alternate before the Security Administrator will add or modify server access rights.
3. Security change requests from customers to add, modify, or remove server access rights are submitted via e-mail or a phone call to the Service Desk. Requests to add or modify server access rights must be received from authorized customer personnel before the Security Administrator will add or modify server access rights. A listing of authorized customer personnel is maintained in the ticketing system and is referenced by the Service Desk before the Service Desk creates a service ticket for the request. For access removal requests, access is removed from the applicable customer systems.
4. Upon the termination of a SunGard AS employee, HR contacts the Security department to notify them that an individual has been terminated. Access to the applicable systems is removed.
5. The system management tool is used to gain access to and manage customer servers. Special system privileges (e.g., root or administrator) to customer systems are limited to individuals whose job responsibilities require such access rights. The login process for SunGard AS personnel to gain access to customer systems is completed using two-factor authentication and requires both an Active Directory® user account and RSA® SecurID® token. SunGard AS maintains a formal policy requiring that operations using special privileges be traceable to the person who performed the operation.
6. The SunGard AS password policy requires a minimum password length of eight characters, maximum password retries set to three, and maximum password age set to 45 days. This policy is implemented on infrastructure systems and on customer systems when requested by the customer. SunGard AS policy requires that SunGard AS IDs on customer systems use strong password characteristics.

### *Controls Applicable to V\*NET Network Services*

7. CiscoSecure ACS and Windows Active Directory control access to V\*NET infrastructure components. Login violations are captured on logs, which are available for review as needed.

## ***Control Objective #3***

**Controls provide reasonable assurance that physical access to computer equipment, storage media, and program documentation is restricted to properly authorized individuals.**

1. Policies and procedures governing physical access to the SunGard AS facilities have been documented and are available for review.
2. A listing of individuals permitted access to the Data Centers for each customer is maintained within the Managed Services Portal. Authorized customer personnel may visit the Data Center at any time as long as they are predefined within the Managed Services portal in the facilities authorizations.
3. When a new SunGard AS employee needs facility access, a department manager sends a written request to Security personnel to request and approve the required level of access. Security personnel are responsible for adding access to the facilities. Access to the Data Center at each facility is limited to SunGard AS Operations, engineering, and facility personnel.
4. When an individual is terminated, the HR system automatically generates e-mail notifications which are sent to all affected departments. Departments and local facilities are responsible for collecting the cardkeys and physical keys and deactivating the account from the cardkey system.
5. Customers and visitors must sign in prior to gaining access to the facility and sign out when exiting. Customers and visitors must present a government-issued photo ID. Escort-required badges do not open any doors into the raised floor area. Contractor, customer, and visitor badges, which can access the raised floor area from the front and rear, are signed in and out each day.
6. Personnel are onsite 24 hours a day, 7 days a week, 365 days a year to monitor access at each facility. All security is monitored from a central location (NOC) within each facility. All entrances and exits to the facility are protected by an electronic cardkey and/or master key system.
7. Customer-owned hardware, servers, and network devices in the Data Center raised floor area are secured in locked cabinets, cages, or suites. Keys to customer cabinets are stored in the NOC at each facility.
8. SunGard AS has installed security cameras in several areas in and around the facilities to proactively monitor the activity in and around the facilities and Data Center raised floor areas. Through CCTV, the cameras are displayed in the NOC for the Operations team to monitor. Monitors in the NOC record and display the CCTV. A 31-day archive of video activity is retained.
9. Access assignments at SunGard AS facilities are reviewed at least annually.

## ***Control Objective #4***

**Controls provide reasonable assurance that the physical environment is monitored and protected from disruptive events.**

1. The Security and Operations departments have formal procedures for dealing with abnormal and emergency conditions. Emergency vendor contacts are predefined for environmental controls.
2. Critical systems are maintained on raised flooring at the Data Centers. Power for computer operations and other essential equipment is supported by Uninterruptible Power Supply (UPS) systems. The UPS systems provide continuous power for the Data Centers' computers, without any interruption or outside intervention. SunGard has contracted with a third-party vendor to perform routine testing and servicing of the UPS systems.
3. The Data Centers have stand-by generators to provide a substitute for commercial power in the event of a service interruption. SunGard AS has contracted a third-party vendor to perform routine testing and servicing of the generator.

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4. The Data Centers are protected by fire detection and suppression systems. Fire detection is provided by smoke detection systems above and below the raised floor. Fire suppression is provided by the pre-action sprinkler systems and/or a FM 200® system, and portable fire extinguishers located in strategic locations throughout the Data Centers. In the event that fire is detected, visible and audible alarms are generated within the Data Centers and the local fire department is contacted. SunGard AS has contracted with a third-party vendor to perform routine testing and servicing for fire detection and suppression equipment.
5. The Data Centers are equipped with air conditioning units. SunGard AS has contracted a third-party vendor to perform routine testing and servicing of the air conditioning units.
6. Water sensors are installed under the raised floors of the Data Centers. A monitoring panel indicates the presence and location of any water at the floor drains under the raised floor. If water is detected, an audible and visual alert is communicated to the Facilities department and/or the local operations desk, depending on the size of the facility.
7. Air conditioning units, power distribution units, and other environmental equipment are monitored. Abnormal indications are sent to the alarm station at the local operations center or the Security Desk, depending on the size of the location. The local operations centers and Security Desks are staffed on a 24-hour, 365-day basis.

## *Control Objective #5*

**Controls provide reasonable assurance that client hosting environments are monitored per client specifications, and deviations are identified and resolved.**

1. SunGard AS has established incident management policies and procedures to facilitate issue tracking. The policies and procedures are located in the online document library and updated as necessary.
2. Service Desk specialists are available to provide support and accommodate customer requests 7 days per week, 24 hours per day in accordance with contractual agreements. In addition, operational monitoring is completed by the Monitoring Services team, where personnel monitor NetCool screens for telecommunications alerts and issues. The status of open issue tickets is tracked in real-time via the SLA Minder web application and is available to personnel to enable communication of open tickets between shifts.
3. The NetCool application electronically monitors service availability, including the network, website, and transaction processing. Open alerts are displayed on terminals located in the Monitoring Services area and are color-coded by severity.
4. The Service Desk specialists are responsible for facilitating issue resolution for the SunGard AS customer community. SunGard AS personnel record production events in an incident ticket within the ticketing system. Production events include: network problems; loss of response; slow response; and other issues impacting system usage, identified either by the customer or internally within SunGard AS. Incident tickets include a complete description of the issue, corrective action taken, and follow-up activity. Customers may report issues by calling the Service Desk, sending an e-mail, or creating a ticket in the Managed Services Portal. Once an incident is documented in the ticketing system, the ticket must be assigned a severity level by Service Desk personnel based on the impact and magnitude of the issue.
5. Once an incident ticket is submitted it is forwarded to the assigned department responsible for resolving the issue. Incidents that have a critical impact will be escalated until ownership can be assigned to a technical team. Ownership of the incident is retained by the technician, who is responsible for escalating and resolving the issue, and communicating the status to the customer.

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6. Each department provides on-call support during off-hours through the use of cellular phones and pagers. An on-call contact database is maintained within the Managed Services Portal. This list contains the individual's name, department, and home, office, mobile, and pager phone numbers. A secondary contact is also available.

### ***Control Objective #6***

**Controls provide reasonable assurance that backup and storage procedures are available to preserve the integrity of programs and data files.**

1. Backup and storage procedures are documented and available within the online documentation library. These procedures cover operation and recovery procedures.
2. A backup of each server is performed daily for customers who subscribe to file backup services. Backup tapes are created using Tivoli Storage Manager (TSM) or NetBackup. For servers not on a daily schedule, the backup schedules are documented in the customer's requirements.
3. TSM and NetBackup job failures, including missed and failed backup jobs, automatically generate alarms within the NetCool monitoring application and then are passed onto the ticketing system. For TSM, the failed backup will immediately result in a NetCool alarm and subsequent incident ticket being automatically generated. For NetBackup, if the failed backup has not rerun successfully within 36 hours for an incremental backup and 24 hours for a full backup, a NetCool alarm and subsequent incident ticket are automatically generated. Incident tickets are routed to the appropriate team for resolution and are handled through the Incident Management process.
4. Every day, an "outgoing pick list" and "incoming return list" of backup tapes is generated from TSM and NetBackup and e-mailed to local Operations personnel at each Data Center. Local Operations personnel are responsible for using these lists to send and receive backup tapes to/from the off-site storage vendor. Variances are researched and resolved by Operations personnel.
5. At least annually, local Operations personnel perform a reconciliation of backup tapes located at the off-site storage facility.

### ***Controls Applicable to V\*NET Network Services***

6. V\*NET infrastructure device configuration files are automatically backed up by the Automation System and stored within Subversion within 24 hours of any configuration changes. Backup copies are retained for a minimum of one year.
7. Backup failures and problems are logged. A report of failures is generated on a daily basis and is available online for review. The backup failures are acted upon by Network Operations.

### ***Control Objective #7***

**Controls provide reasonable assurance that network communication between SunGard AS and its client organizations is secure, monitored, and configured according to client specifications.**

1. Network Administration and Telecommunications Policies and Procedures are documented and available to SunGard AS employees via the online documentation library. Policy scope and purpose are defined within the policy documents.
2. The system management tool is used to manage network devices. To access the system management tool, either locally or remotely, the SunGard AS administrator must use two-factor authentication to log in to these servers; users must enter a unique user ID and pass code, which is password concatenated with a pseudo-random number displayed on an RSA SecurID token key. Access to the system management tool is limited to individuals whose job responsibilities require such access rights.

3. Customer network segments are isolated from those of other customers and the Internet via security rules in customer firewalls, customer and SunGard AS infrastructure routers, and/or customer and SunGard AS switches.
4. SunGard AS's infrastructure routers and firewalls record events to log files that are retained online for 90 days.
5. SunGard AS provides an optional customer intrusion detection system (IDS) solution. For customers that choose this service, SunGard AS provides support on a 24-hour, 365-day basis. Procedures for responding to a critical IDS alert are documented in the ISS Site Protector Troubleshooting Procedure document. In the event of a critical IDS alert, the Service Desk creates an incident ticket and assigns it to the IDS Security group. The IDS Security group notifies the customer and informs them of the alert if it is determined not to be a false positive.. .
6. SunGard AS provides optional managed firewall services for customer firewalls. The services include configuration, hardware, and software maintenance, and rule updates. A service guide, available to customers and staff, covers the process for firewall rule changes. Firewall rules are updated via written customer request, which must include a list of requested rule changes and a supporting change request ticket. Only predefined, authorized customer requestors can be defined in the Change Control Records for customer firewall changes.

### *V\*NET Network Services*

7. V\*NET routers are configured to use MPLS (RFC 2547bis) VLANs to permit routing only between V\*NET end nodes and associated addresses that have been authorized for specific customers, and to reject or discard traffic that is destined for non-authorized addresses. SunGard AS maintains a listing of authorized routes for each customer within the SunGard AS asset database.
8. In order to deny network traffic destined for non-authorized networks, each V\*NET customer or hosted application is deployed in a discrete MPLS VPN (Virtual Router or VRF). The asset system tracks VPNs that are permitted to exchange routes with each other. IP routing can occur only between VPNs (VRFs) that are allowed to exchange routes with each other.

### *Control Objective #8*

**Controls provide reasonable assurance that redundant V\*NET network devices are in place to minimize disruptions due to infrastructure failures.**

1. The V\*NET network topology and connectivity at SunGard AS production Data Centers that offer V\*NET services consist of carrier diverse and redundant circuits.
2. The SunGard AS production Data Centers offering V\*NET services contain redundant routers and switches.
3. A variety of V\*NET on-ramp methods, such as dedicated circuits and frame relay, are available with full geographic, carrier, and connection diversity to engineer redundant customer connections when desired.
4. Each Data Center offering V\*NET services connects at layer 2 to two or more V\*NET locations as determined by customers' redundancy requirements. A combination of dynamic routing protocols and redundant hardware ensures continuous operation of the service.

Distribution of the SAS70 report is limited to Managed Services customers of record during the review period. Customers of SunGard customers of record during the review period must request a copy through their service provider and agree to the Nondisclosure Agreement that wraps the Electronic report.



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Due to the Private and Confidential nature of the SAS70 report any further distribution beyond this secondary level of customer is prohibited. SAS70 reports are not provided to prospects since they were not a customer during the time period of the report. Any projection of the controls in the report to the future is subject to the risk that, because of change, the description may no longer portray the controls in existence.

This letter will serve as notification that SunGard Availability Services LP has a SAS70. This letter does not expire until the next report is issued covering the review period of October 1, 2010 to September 30, 2011 which will be issued around mid November 2011.

Sincerely,

A handwritten signature in black ink that reads "Robert M. Mack". The signature is written in a cursive style with a large, stylized "M".

Robert M. Mack, CISSP  
Manager, Security Compliance  
SunGard Availability Services LP



