



SUPPORT AND SERVICE LEVEL TERMS FOR SAAS RETIREMENT SOLUTIONS

1. SUPPORT.

1.1 NORMAL BUSINESS HOURS. Support staff shall be available to Client from 8:30 a.m. to 5:30 p.m., Eastern Time (ET), Monday through Friday excluding weekends and FIS holidays.

1.2 MAINTENANCE WINDOW. As published by FIS from time to time.

1.3 METHOD OF CONTACTING FIS. Support requests and Defect reporting can be done via FIS' Client support call center or online incident logging as described in the System Requirements.

1.4 HELP DESK. FIS shall provide to Client, during FIS' Normal Business Hours, assistance regarding Client's proper and authorized use of the Solution. FIS will make available to Client, by telephone or e-mail, during Normal Business Hours, service representatives who manage and coordinate requests for Support Services. Support Service shall include, but not be limited to, the following: (a) coordinating Client access to application support specialists and assistance in problem determination and Defect correction activities; and b) coordinating Client needs among technical support, design, and programming. If Client reports a problem to FIS, Client's help desk or other personnel must reproduce the problem encountered and collect pertinent documentation regarding symptoms or causes of the problem, business, and financial impact of the problem, and other related information for submission to FIS at the time the problem is reported. Client's help desk or other personnel must be proficient in the use of the Solution. At a minimum, each such desk resource will be proficient in the subject matter offered in FIS' basic Solution training course. Client must ensure that its help desk or other personnel are up to date on the FIS' Solution training and stay informed of updates and upgrades to the Solution.

1.5 RELEASES. Client agrees to accept the installation of the Release in accordance with the published Release Schedule. Client shall be responsible for updating any Client maintained customizations, if any, to ensure compatibility with each new Release.

1.6 DEFECT RESOLUTION. FIS shall provide to Client, during Normal Business Hours, commercially reasonable efforts in resolving Defects reported by Client in accordance with these support terms. Client shall provide to FIS reasonably detailed documentation and explanation, together with underlying data, to substantiate any issues and to assist FIS in its efforts to diagnose, reproduce and correct the issue. If a reported issue did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of FIS, then Client shall pay for FIS' investigation and related services at FIS' then-prevailing professional services rate.

1.7 SCHEDULED MAINTENANCE. Scheduled maintenance of the hosting environment is conducted during the Maintenance Window. In addition, FIS reserves the right to plan a scheduled outage during other periods with reasonable advance notice. FIS will use commercially reasonable efforts to schedule these planned outages at nonpeak hours and limit their occurrence as much as is reasonably practicable. Scheduled maintenance and planned outages will include, but are not limited to, the installation of upgrades, service packs and routine server or application configuration changes. If an emergency outage is required for any reason, FIS will notify customers via phone and/or email upon identification of the requirement and indicate estimated downtime and repair status. "Scheduled Downtime" means any Maintenance Window or other scheduled maintenance, or planned outages as described in this section. "Emergency Maintenance" means downtime of the Solution outside of Scheduled Downtime due to the application of urgent patches or fixes or other urgent maintenance recommended by FIS to be carried out as soon as possible, without delay.

2. BACK-UP, RETENTION OF CLIENT DATA, AND DISASTER RECOVERY.

2.1 OMNI SAAS AND RELIUS ADMINISTRATION SAAS.

2.1.1 BACK-UP. FIS shall conduct a complete backup of the Client's database as follows: (i) Daily, after 2:00 a.m., Eastern Time (ET), (ii) Monthly, after the close of each calendar month and (iii) Annually, after the close of each calendar year.

2.1.2 PRODUCTION ENVIRONMENT. FIS shall be responsible for performing master file backups of the production environment in accordance with the following schedule: (i) 31 daily backups (daily rolling backups in production); (ii) 12 monthly backups (monthly rolling backups in production), and (iii) 7 annual backups (annual rolling backups in production). Upon termination, all FIS database back-up processes and storage obligations to the Client shall cease in accordance with the provisions of the FTCs.

2.1.3 HISTORICAL DATA. FIS may provide access to historical data (on appropriate media) periodically, as requested by Client, at its then-prevailing Professional Services rate.

2.2 RELIUS DOCUMENTS SAAS AND RELIUS GOVERNMENT FORMS SAAS.



2.2.1 BACK-UP. FIS shall conduct backups of the Relius Documents or Relius Government Forms database as follows: (i) weekly complete backups each Friday, and (ii) daily incremental backups during overnight hours.

2.2.2 PRODUCTION ENVIRONMENT. FIS shall be responsible for performing master file backups of the production environment in accordance with the following schedule: (i) 7 daily incremental backups (daily rolling backups in production); and (ii) 12 months of weekly complete backups (rolling backups in production). Upon termination, all FIS database back-up processes and storage obligations to the Client shall cease in accordance with the provisions of the FTCs.

2.2.3 HISTORICAL DATA. FIS may provide access to historical data (on appropriate media) periodically, as requested by Client, at its then-prevailing Professional Services rates.

2.3 DISASTER RECOVERY. The RTO is 12 hours and the RPO is 4 hours.

3. **SERVICE LEVELS.** FIS shall provide the Solution in accordance with the service levels herein (the “**Service Levels**”). The Service Level shall apply to the production environment only (unless expressly stated otherwise).

3.1 AVAILABILITY.

3.1.1 SERVICE LEVEL FOR SOLUTION AVAILABILITY. FIS shall use commercially reasonable efforts to provide Client access to the Solution, meeting the availability target of 98.5% (“**Availability Target**”), during Normal Business Hours (calculated on a monthly basis for each full calendar month (the “**Service Period**”), excluding Scheduled Downtime and Emergency Maintenance and provided that periods that the Solution is not available due to a Limiting Event (as defined below) shall not count against the Availability Target. The Solution will be considered available if Client or its Users can access the Solution from any computer outside FIS’ hosting facility.

3.1.2 MEASUREMENT. Availability is measured as the total time that the Solution is available during each Service Period for access by Client (“**Service Availability**”). Unless otherwise specified, the measurement period for Service Availability is each Service Period, and Service Availability shall be calculated at the end of each Service Period. The points of measurement for all Solution monitoring shall be the servers and the Internet connections at the hosting location. If FIS’ monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but FIS can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply.

3.2 LIMITING EVENTS. Notwithstanding anything herein, FIS shall not be responsible for failure to carry out any of its obligations with respect to meeting the Service Level (including any failure to meet the Service Level target) if the failure is caused by a Limiting Event. “**Limiting Event**” means any failure of the Solution to meet any service level set forth in this Order due to any of the following: (a) any third party products, (b) any defect, error or problem caused by Client not complying with the System Requirements or due to the defectiveness of Client’s environment, systems or data, (c) network, Internet or telecommunications problems outside of FIS’ facility, (d) any unauthorized or improper use of the Solution by Client, (e) any Scheduled Downtime or Emergency Maintenance, (f) Client’s material change to its use of the Solution where such material change has not been agreed upon by the parties, Client exceeds the Scope of Use, Client terminates maintenance services for the Solution or fails to remain on a Supported Release, (g) negligence or intentional acts or omissions of Client or its agents; or (h) any Force Majeure events.