

## FIS Wealth Support and Service Levels Description

### 1. SUPPORT.

1.1 NORMAL BUSINESS HOURS: 9:00 a.m. through 5:00 p.m. Eastern Time (ET), Monday through Friday excluding FIS holidays.

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

1.3 METHOD OF REPORTING ERRORS: Via FIS' Online Incident Logging as described in the System Requirements.

1.4 HELPDESK. FIS shall provide to Client, during Normal Business Hours, assistance regarding Client's proper and authorized use of the Solution. FIS will make available to Client, by telephone, online inquiry or e-mail, during Normal Business Hours, service representatives who manage and coordinate requests for Support Services, including (i) coordinating Client access to application support specialists and assistance in problem determination and Defect correction activities and (ii) coordinating Client needs amount technical support, design and programming. If a limit on the number of support hours allocated to each Client is set forth in the System Requirements or the Order, FIS shall provide this assistance up to that number of support hours, but FIS may provide additional assistance at FIS' then-current services fees, based on availability of FIS personnel, with a 15-minute minimum per call. For the avoidance of doubt, unused hours do not roll forward into subsequent years.

1.5 RELEASES. Client agrees to accept the installation of the Release into their test environment and then their production environment in accordance with the published Release schedule. Client shall be responsible for updating any Client maintained customizations as necessary 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 in the Supported Release 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' 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 the installation of upgrades, service packs and routine server or application configuration changes. FIS will notify customers via phone and/or email upon identification of the requirement and indicate estimated downtime and repair status. The Solution may be unavailable or perform slowly during the Scheduled Downtime. "Scheduled Downtime" means any Maintenance Window or other scheduled maintenance, or planned outages as described in this Support 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 BACK-UP. FIS shall conduct a complete backup of the Client's database as follows: (i) Daily, after 2:00 a.m. ET, (ii) Monthly, after the close of each calendar month, and (iii) Annually, after the close of each calendar year. If requested by Client, periodic access to historical transaction data (on appropriate media) may be provided by FIS, at FIS' then-prevailing Professional Services rates.

2.2 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). Production backups delivered to the off-site storage facility each business day. Upon termination, all FIS database back-up processes and storage obligations to the Client shall cease in accordance with the provisions of the FTCs.

2.3 FILE OR PARTIAL DATABASE RECOVERY. In the event that the restore of one or more files or the database in the production environment is required, FIS shall perform the restore of the file(s) or database as follows: (i) FIS maintains a local copy of the database refreshed within the prior twenty-four (24) hours, and (ii) FIS shall restore from the local within sixteen (16) hours of the request.

2.4 NIGHTSTREAM PROCESSING. FIS shall be responsible for running the nightly processing stream according to a defined schedule. Adherence to the nightly schedule and scheduled uptime is predicated on the following: (i) availability and reliability of source data; (ii) availability of escalation contacts, and (iii) availability of third-party networks and systems.

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2.5 DISASTER RECOVERY. The Solution RTO and RPO are as set forth in the System Requirements.

### 3. SERVICE LEVELS.

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

3.1.1 PERFORMANCE REPORT. FIS shall measure and report to Client on FIS’ performance against the Service Level. Each month, FIS shall make available to Client a performance report (“**Monthly Performance Report**”) to verify FIS’ performance and compliance with the Service Level. The Monthly Performance Report will show FIS’ level of performance with respect to the Service Levels.

3.1.2 INVESTIGATION. FIS will be responsible for promptly investigating and correcting all failures to meet Service Levels by: (a) initiating problem investigations to identify root causes of failures; (b) reporting promptly to Client problems that reasonably could be expected to have a material adverse effect on Client’s operations; (c) scheduling and taking agreed-to corrective actions to address root causes; and (d) making written recommendations to Client for improving procedures and/or processes. In the event of a Service Level failure, FIS shall: (x) perform an analysis to identify the root cause of such failure; and (y) provide Client with a report detailing the cause of such failure, procedures for correcting such failure, and procedures for preventing such failure from occurring in the future. FIS shall promptly implement such procedures.

3.1.3 LIMITING EVENTS. Notwithstanding anything herein, FIS shall not be responsible for failure to carry out any of its obligations with respect to a Service Level (including any failure to meet a Service Level target) if the failure is caused by as 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 Specifications 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 support 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.

### 3.2 AVAILABILITY.

3.2.1 SERVICE LEVEL TARGET. In each Service Period, the target for availability of the Solution hosted at the hosting location is 98% (“**Availability Target**”) during Normal Business Hours, excluding Scheduled Downtime and Emergency Maintenance (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.

3.2.2 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.

### 3.3 SUPPORT INCIDENT MANAGEMENT AND RESPONSE SERVICE LEVEL.

3.3.1 “**SUPPORT INCIDENT**” means an unplanned interruption to the Solution (other than due to Emergency Maintenance) where Client’s Users require technical assistance with the use of the Solution, Error resolution or general questions regarding Client’s authorized use of the Solution.

3.3.2 SUPPORT INCIDENT LOGGING. Client’s Users shall channel any request for FIS’s assistance with Support Incident through users nominated by Client who have extensive knowledge of the Solution and who use the Solution as part of their daily activities (“**Key Users**”). When a Support Incident occurs, Client’s Key Users shall first investigate internally to determine the cause of the Support Incident and make reasonable efforts to resolve the Support Incident, following such efforts, any authorized Client User may report a Support Incident to FIS through the designated communication methods.

3.3.3 SUPPORT INCIDENT PRIORITY LEVELS AND RESPONSE TIMES. Support Incident priority levels (“**Priority Levels**”) shall be determined in accordance with the classifications and descriptions below. FIS will respond to Support Incidents in accordance with the following target response times:

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Priority Level	Impact Description	Response Time and Efforts
A	Severe Impact. A Support Incident that (a) results in loss of Client connectivity to the production instance of the Solution or (b) results in material loss, corruption or damage to Client's Data.	Initial response within one (1) business hour. Resource assigned immediately thereafter and remains assigned until resolution. FIS will work diligently to achieve resolution or a reasonable workaround.
B	Major Impact. A Support Incident that has an adverse material impact on the performance of the production instance of the Solution or materially restricts Client's use of the Solution as part of Client's day-to-day operations.	Initial response within four (4) business hours. Resource assigned within one (1) business day thereafter and remains assigned until resolution. FIS will work diligently to achieve resolution or a reasonable workaround.
C	Moderate Impact. A Support Incident that does not result in a failure of the Solution, but an Error exists in the Solution that restricts Client's use of the Solution.	Initial response within one (1) business day. Resource assigned within one (1) business day thereafter.
D	Nominal / No Impact. A Support Incident that does not affect or which has minimal adverse impact on the use of the Solution.	Response and resolution as time permits or indefinitely postponed. Any resolutions may be made available as part of a regularly scheduled Release.

3.3.4 SUPPORT INCIDENT RESPONSE MEASUREMENT. Any Support Incident affecting the Solution shall be deemed to have commenced at the time when the Support Incident is recorded, where FIS is responsible for monitoring, or when the Support Incident is logged in FIS' Service Level management tool ("**Incident Commencement**"). The response time is the time from the Incident Commencement to the time FIS has notified Client that the Support Incident is being worked on.

3.3.5 POST SUPPORT INCIDENT ANALYSIS. For each Support Incident impacting the Solution, where the final Support Incident classification is a Priority A, FIS shall provide an initial Root Cause Analysis ("**RCA**") report upon the Client's written request.