

SUPPORT SERVICES

This document describes the support and maintenance services (“**support services**”) that FIS shall provide in relation to the solution, software or remote processing/ASP services (each being the “**Solution**”) that a client for the Solution (“**Client**”) has procured from FIS, with this document forming an integral part of the agreement between FIS and Client (the “**Agreement**”) that refers to this document.

For the purposes of this document (unless otherwise defined in the Agreement):

“**Error**” means means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

“**Release**” means a modification or update to the Solution, which FIS, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

“**SaaS Solution**” means a Solution hosted by FIS for Client and an “**Installed Solution**” means a Solution installed at a non-FIS or FIS affiliate owned or controlled data center. Where the Solution is hosted by FIS for Client pursuant to Hosting Services, if Client terminates such Hosting Services, as expressly permitted in the Agreement, following the effective date of such termination, the Solution shall be an Installed Solution for the purposes of this document.

1 FIS Support Responsibilities

FIS support responsibilities cover the following areas, as further described in this Section 1:

- a. provision of new Releases;
- b. telephone and email (“**help desk**”) consultation and support regarding the use and operation of the Solution; and
- c. Incident (as defined below) support.

FIS shall provide support in respect of (i) for SaaS Solutions where clients of the Solution are required to be on the same Release of the Solution (as advised by FIS to Client), the most current Release of the Solution made available by FIS for the Solution and (ii) (A) for SaaS Solutions where clients have discretion as to when they upgrade to a new Release of the Solution and (B) for Installed Solutions, the most current Release of the Solution and the two (2) immediately preceding Releases of the Solution (with respect to each Solution type, collectively the “**Supported Release**”). If, on a case by case basis, FIS agrees to support any version of the Solution that is not a Supported Release, which support shall include help desk support and Incident correction to the extent such correction is already available in the relevant version but not the right to obtain new Incident corrections, FIS reserves the right to charge Client for such additional support at FIS’ then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work shall be pre-approved by Client in advance of such travel and related expenses being incurred.

Further, Client will be entitled to receive these support services, as described below, in respect of the production databases/environments of the Solution only, and not for any non-production databases/environments. Except as expressly stated in this document, support services in relation to any non-production databases/environments will be provided at FIS’ discretion and may be subject to charge at FIS’ then prevailing Professional Services fee rates.

1.1 Provision of New Releases

- 1.1.1 For SaaS Solutions only, FIS shall provide and install (in both the production and non-production environments) new Releases of the Solution at no additional charge (subject always to Section 1.1.4 below).
- 1.1.2 For Installed Solutions only, FIS shall make available to Client new Releases of the Solution as and when such become available, and Client shall install such new Releases such that Client remains on a Supported Release (and any Professional Services provided by FIS in support of such installation shall be subject always to Section 1.1.4 below). The preceding sentence notwithstanding, Client shall promptly install any new Release provided by FIS to avoid or mitigate a performance problem or infringement claim.

- 1.1.3 Client accepts that if it is not using a Supported Release, FIS is under no obligation to provide the support services described in this document.
- 1.1.4 Unless such fees are expressly included in the Solution fees set out in the Agreement, Client shall be responsible for the payment for any Professional Services provided by FIS (such as but not limited to testing, training, upgrading client specific configurations, upgrading client specific customizations including custom reports, and reconciliation activities) for the upgrade of Client to the new Release, at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work shall be pre-approved by Client in advance of such travel and related expenses being incurred. The parties shall enter into a separate Professional Services order in respect of any such upgrade project which shall stipulate the scope of work to be provided and the applicable Professional Services fee rates.

1.2 Help Desk Consultation and Support

FIS will provide reasonable help desk consultation and support regarding the use and operation of the Solution. Such consultation and support will be provided by the following functions, depending on the nature of the query being raised by Client, with the relevant Support Times for each function as set out in Appendix 2. All queries shall be raised with FIS via (i) the FIS Client Support Portal (the "**Portal**"), which will be configured and provided to Client as part of the on-boarding implementation process (the preferred method) or (ii) telephone or email (with the contact telephone numbers and email addresses provided on FIS' Client Support Site). FIS will provide Client with a password to access the Portal and all support requests will be either logged into the Portal by Client or (where a support request is logged by Client via telephone or email) FIS, and the details of each request will be available for access by Client via the Portal. Further, all such queries shall be raised by and any other communications with the following functions shall be made by the Authorized Support Personnel (as defined in Section 2.1.1 below) only.

1.2.1 Client Support Centre (ID Maintenance and Application Support)

FIS shall provide Client with support for ID maintenance, which shall cover support for up to twenty five (25) new ID's per year and unlimited support for ID permission definitions or modifications during the relevant Support Times stated in Appendix 2.

FIS shall provide Client with functional and technical support, which shall cover telephone or email support to assist the Authorized Support Personnel with reasonable support requests in relation to the Solution and Incidents during the relevant Support Times stated in Appendix 2, as further described in Section 1.3 below.

1.2.2 Environment Technical Support (Installed Solutions only)

FIS shall not provide technical support for Client's Installed Solution environment, unless, upon Client request, the parties have entered into a separate Professional Services order for technical support in relation to Client's Installed Solution environment.

1.2.3 Data Center Support (SaaS Solutions only)

Data center operations support in relation to the Solution environment and infrastructure is provided during the relevant Support Times stated in Appendix 2.

1.3 Incident Support

- 1.3.1 An "**Incident**" means an Error in the Supported Release (inclusive of functional and technical failures) causing an unplanned interruption to a Client's service and/or a disruption in Client's operations, services or functions in relation to the Solution, classified as described in Appendix 1.
- 1.3.2 In relation to Installed Solutions, the provision of the Incident support services in this Section 1.3 relies on Client providing FIS remote access to the Solution. If such remote access is not given, FIS cannot guarantee that it can provide the Incident support services described in this Section 1.3. In relation to SaaS Solutions, the provision of the Incident support services in this Section 1.3 relies on the Client providing authorization for FIS, through its Client Support Centre (CSC) staff, to access the Solution's user interface to assist in Incident verification and resolution.
- 1.3.3 FIS shall provide to Client, during the Support Times, reasonable efforts in solving Incidents reported by Client as described in this document. Client shall first attempt to internally resolve the Incident before

contacting FIS. Client shall provide to FIS reasonably detailed documentation and explanation, together with underlying data, to substantiate any Incident reported and to assist FIS in its efforts to diagnose, reproduce and correct the Incident.

Upon such report of an Incident by Client, FIS will promptly assign a tracking number and log the Incident in a central database and FIS, through its Client Support Centre (CSC) staff, will be responsible for the following activities and duties in relation to the Incident reported to it by Client:

- After researching the Incident with Client, categorize the Incident in accordance with the severity levels set out in Appendix 1 and taking into account Client reported impacts to Client's business that might not be apparent to FIS. Client acknowledges that any delay in the categorization of the Incident due to any dispute as to appropriate categorization may impact or delay the performance by FIS of its obligations hereunder and FIS shall not be responsible for any such delays or impact.
- Prioritize the Incident.
- Determine the cause of the Incident.
- Carry out procedures to work-around or remedy the Incident.
- Involve the appropriate groups in FIS or Client for Incident resolution.
- Document the recovery method and results.
- Monitor and coordinate efforts to resolve the Incident.
- Notify appropriate Client personnel when the Incident has been resolved.
- Ensure proper escalation procedure and notification takes place if needed.

FIS shall use reasonable efforts to respond to Client's initial Incident reports and begin research of the Incident within the applicable Target Response Time, as set out in Appendix 1.

In relation to Installed Solutions, Incident support services shall be provided by FIS at Client location(s) if and when FIS and Client agree that on-site services are necessary to diagnose and/or resolve the Incident, and Client shall reimburse FIS for any applicable expenses.

- 1.3.4 If a reported Incident did not in fact exist or was not attributable to a failure of the Solution to conform to the Documentation or an act or omission of FIS, then FIS reserves the right to charge Client for FIS' investigation and related services at FIS' then prevailing Professional Services fee rates, together with any applicable expenses.

1.4 Client Questionnaires (Due Diligence)

FIS shall make available resources necessary to answer questions as they relate to due diligence questionnaires submitted by Client. Questionnaires shall be submitted to FIS for completion no more than once annually and contain fifty (50) or less questions in total. Additional questionnaires or questionnaires exceeding fifty (50) questions will incur an additional fee based on the time spent by FIS answering the additional questions, at FIS' then prevailing Professional Services fee rates.

1.5 Support Limitations

The support services described in this document are subject to the limitation sets out in the Agreement and, in addition, expressly exclude:

- 1.5.1 Support services in relation to a Release that is not a Supported Release, except as expressly set out herein.
- 1.5.2 Training on the use of the Solution; any such training would need to be provided under a separate Professional Services order signed by the parties.
- 1.5.3 Services required to solve any Incidents caused by the failure of equipment or software at Client site other than FIS supplied equipment and/or the Solution.
- 1.5.4 Other FIS services not expressly included in this document such as services required to obtain prices for securities not priced by a pricing vendor(s).

1.5.5 Data reconciliation not attributable to a Solution Incident.

Client acknowledges and agrees that any delay in using any new release, enhancement, change or fix to the Solution may impact or delay the performance by FIS of its obligations hereunder and FIS shall not be responsible for any such delays or impact (unless such new release, enhancement, change or fix contains an Error).

2 Client Responsibilities for Support

Client responsibilities include the following:

2.1 Client Authorized Support Personnel and Nominated Support Locations

2.1.1 Client shall have a maximum of two (2) Client individuals (and two (2) backups to stand in for such two (2) individuals as required) for the Nominated Support Location (as defined below); such individuals referred to as the "**Authorized Support Personnel**". These Authorized Support Personnel will need to be trained and knowledgeable in the Solution and are responsible for the initial triage of all reported Incidents within Client's internal operation. Only the Authorized Support Personnel may report an Incident to FIS, as they may do so via (i) the FIS Portal (the preferred method) or (ii) telephone or email.

2.1.2 Client and FIS will agree, for each Solution, which FIS support location available for the particular Solution will be the primary support location for Client to contact in the event of an Incident ("**Nominated Support Location**"). The agreed Nominated Support Location will be set out in the Agreement.

2.1.3 Additional fees will apply in the event Client wishes to have additional Authorized Support Personnel than the two individuals referred to in Section 2.1.1.

2.1.4 Additional fees will also apply in the event Client wishes to have direct support (i) from more than one (1) Nominated Support Location and/or (ii) outside the Support Times at the Nominated Support Location.

2.2 Client Primary Contact for Support

2.2.1 Client may nominate one (1) named support contact and one (1) backup support contact (the "**Client Support Contacts**"), which individuals may be changed by Client upon notice to FIS, who will be Client's primary contacts with FIS on all matters related to the Solution. Client Support Contacts may also be Authorized Support Personnel.

2.2.2 Upon written request, Client Support Contacts (on behalf of Client) may authorize FIS to commence limited, ad-hoc billable (at FIS' then prevailing Professional Services fee rates, together with any applicable expenses) support assignments required to facilitate Client's normal business operations. These assignments may include limited scope projects (generally under ten (10) hours of effort) and/or time-sensitive tasks which have an accelerated delivery requirement.

2.3 Technical Operations

Client is responsible for providing technical and application services to support the systems that run on Client's environment in support of Client's use of the Solution. Such responsibilities include:

2.3.1 Coordination with FIS of enhancements/changes and production fixes to Client's application systems which interface directly with the Solution to assure proper testing is accomplished.

2.3.2 Monitoring transmission of data between Client and FIS.

2.3.3 Management and maintenance of Client's operating systems, database platforms and other internal systems supporting the Solution.

2.4 Client Internal System Modifications

2.4.1 Enhancements, changes or fixes to Client's internal systems that run on Client's environment or FIS' SaaS Solution environment and provide data to interface with the Solution in support of Client's use of the Solution will be thoroughly tested by Client in conjunction with FIS before the enhancements, changes or fixes are installed into Client's and/or FIS' SaaS Solution production environment. For all Client's internal system enhancements, changes or fixes that affect the operation of the Solution, advanced planning will occur between FIS and Client prior to installation and will include a definition of the enhancement, change or fix, agreement on the work to be done, preparation of specifications, determination of timing and any FIS costs.

2.4.2 Client will promptly notify FIS when an issue is found in internal Client systems which could or would impact

the operation of the Solution.

2.5 Prudent Solution Use

Client will be responsible for prudent operation of the Solution in accordance with the Agreement and Documentation. After implementation, Client is responsible for the training and organization of its staff and provision of documentation such that the Solution is used in an efficient manner including whenever there are changes to end-user procedures or staff. Additional Solution training may be provided to Client by FIS at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work shall be pre-approved by Client in advance of such travel and related expenses being incurred.

2.6 Business Forecasting

A business forecasts will be provided by Client to FIS six (6) months prior to any substantial change in the use of the Solution to enable FIS to adequately plan for additional resources with sufficient lead time.

2.7 User Security

2.7.1 Access to the Solution will require the entry of an ID and password for each individual end user. Each ID/password will allow the correct level(s) of access security to the Solution as determined by Client.

2.7.2 **(Installed Solutions only)** For Installed Solutions, Client will be responsible for administering ID and password permissions for end-users of the Solution.

2.7.3 **(SaaS Solutions only)** For SaaS solutions, Client will be responsible for administering ID and password permissions for end-users of the Solution, notifying FIS when access rights need to be terminated and monitoring all violation/permission reports. Where applicable, FIS will execute the following functions based on the direction of Client:

- Initialization of IDs.
- Resetting of passwords.
- Cancellation of IDs.
- Account password maintenance.
- Processing additional IDs for Client's inventory in a timely manner.

APPENDIX 1 - SOLUTION SEVERITY LEVELS
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Production Database Incident Severity Level and Description	SaaS Solutions Only		Installed Solutions only	
	Target Response Time during Support Times	Response and Escalation	Target Response Time during Support Times	Response and Escalation
<p>Severity 1: Critical. An Incident which has the following impact:</p> <ul style="list-style-type: none"> • Material negative impact to time-sensitive critical Client service level or key output from the Solution is imminent, within the next 12 hours or has already occurred • Solution is completely down for all users – not operational or accessible • Data corruption is occurring through the use of the Solution 	1 hour	<p>The Incident will be promptly assigned to the FIS personnel. The team will promptly start work on resolving the Incident. Members of the team shall be primarily dedicated during Support Times (or at such other times as stated in the Agreement) to resolving the Incident until a reasonable work-around or correction is implemented. An FIS representative shall keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been implemented.</p> <p>Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.</p>	4 hours	<p>FIS will commit necessary resources during Support Times (or at such other times as stated in the Agreement) until the Incident is resolved, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. An FIS representative shall keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been provided.</p> <p>Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.</p>
<p>Severity 2: Major. An Incident which has the following impact:</p> <ul style="list-style-type: none"> • Impact to time-sensitive critical Client service level or output from the Solution is imminent, within the next 24 hours • Key users are experiencing a severe degradation of service • A portion of the Solution is inoperable or compromised putting key outputs from the Solution at risk 	2 hours	<p>FIS personnel will promptly begin work on the Incident. Items that cannot be solved by a first line support consultant will be escalated to senior support staff. Support staff will continue to work on the Incident, during Support Times, until a workaround or correction has been implemented. Such correction may be implemented through a new Release made available to Client.</p>	6 hours	<p>FIS will commit resources during Support Times to provide a correction to restore the Solution to normal levels, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. Correction of the Incident may be made through a new Release made available to Client.</p>

<p>Severity 3: Moderate. An Incident which has the following impact:</p> <ul style="list-style-type: none"> • Impact to Client is being collected, but no known service levels or Client outputs from the Solution are in danger of being missed within the next 72 hours • Solution is highly operational, although anomalies have been noted • A portion of the application is inoperable or compromised, however key deliverables are not at risk 	<p>2 business days</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.</p>	<p>2 business days</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.</p>
<p>Severity 4: Nominal. An Incident or Issue which has the following impact:</p> <ul style="list-style-type: none"> • Low to no risk of Client missing service levels or any major output from the Solution • System users may have a single client Incident or one that can be worked around <p>Client requests for information</p>	<p>5 business days</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.</p>	<p>5 business days</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.</p>

APPENDIX 2 – SUPPORT TIMES

Function - Resource Type	Support Times (excluding public holidays at the relevant support location)	Sev 1 Incidents - On-call Support
Client Support Centre (CSC) (ID Maintenance)	<p>SaaS Solutions: As set out in the Agreement, or if the Agreement is silent, as set out below for CSC (Application level) support</p> <p>Installed Solutions: As set out below for CSC (Application level) support</p>	N/A
Client Support Centre (CSC) (Application Level)	<p>Standard*: Monday – Friday: The following times based on Client’s Nominated Support Location, as available for the Solution: If India (local time Pune): 5:30am - 6:00pm If UK (local time London): 9:00am – 6:00pm If US (local time New York): 7:00am – 7:00pm If other location, as available for the Solution: as set out in the Agreement</p> <p>Custom**: Saturday: India (local time Pune): 9:00am – 6:00pm</p> <p>Custom**: Sunday: Saudi Arabia (local time Riyadh): 9:00am - 6:00pm</p> <p>*Support applicable to one (1) Nominated Support Location as referenced in Section 2.1.2. Additional support locations and/or Support Time coverage requires the payment of an additional support fee</p> <p>** Requires payment of an additional support fee</p>	<p>SaaS Solutions: As set out in the Agreement</p> <p>Installed Solutions: 24x7***</p> <p>*** Subject to resource availability and the parties entering into a separate Professional Services order and Client paying the required additional fee</p>
Data Center Support (SaaS Solutions only)	24x7	24x7

**APPENDIX 3 - SOLUTION SERVICE LEVELS
(SaaS Solutions only)**

The provisions of this Appendix 3 apply to SaaS Solutions only.

1 Solution Access

1.1 Scheduled Uptime

FIS will use reasonable efforts to make the Solution available to Client and its authorized users in accordance with the scheduled hours and days of availability set out in the Agreement, subject to Scheduled Events as defined in Section 1.2.1 below (the “**Scheduled Uptime**”). Scheduled Uptime shall apply to the production database only.

1.2 Scheduled Events

1.2.1 FIS will maintain an “**Event Calendar**”, which will show all known projects and activities that may impact availability or access to the Solution components including but not limited to FIS holidays and scheduled downtime (all such projects and activities “**Scheduled Events**”). FIS and Client will confirm the actual market and FIS holiday schedule by applicable region/country for the year at the beginning of each new year. The Event Calendar will be globally available for review by Client via a secure internet connection or equivalent electronic communication at the beginning of each year.

1.2.2 The following types of information will be tracked in the Event Calendar or provided via electronic communication:

- FIS / market / public holidays
- Scheduled downtime (if different to the default position, as set out in this Section 1) – FIS schedules weekly datacentre downtime periods during which FIS will shut down the access to the Solution for the purpose of datacentre and solution/system upgrades and maintenance. By default (and unless stated contrary in the Event Calendar or via electronic communication), scheduled downtime shall occur each week between Saturday 12 noon to Sunday 12 noon in the local time zone of the data center and, as and when FIS needs to install new Releases of the Solution, from 20.00 on Fridays to 12:00 Saturdays in the local time zone of the data center.
- Application maintenance, environmental maintenance, network modifications, and disaster recovery exercises.

1.3 Emergency Maintenance

There may be events that from time to time that will make the Solution inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages (known as unscheduled downtime or emergency maintenance). FIS shall use reasonable efforts to minimize any such disruption, inaccessibility and/or inoperability of the Solution in connection with such unscheduled downtime / emergency maintenance. These changes are not subject to Client approval.

2 Solution Availability

The service level target in relation to Solution availability in each calendar month shall be as set forth in the Agreement.

The points of measurement for the Solution monitoring to determine actual Solution availability shall be the servers and the network connections at the FIS data center, using FIS’ monitoring tools.

For each Solution component, the monthly availability of the Solution shall be calculated as follows:

$$\left[\frac{\text{Total number of hours the Solution is actually available in the production environment (including taking into account Scheduled Events) for all days the Solution is scheduled to be available in the given month, as referenced in Section 1.1 (such days referred to herein as the “Scheduled Days”)} / [\text{Scheduled Uptime hours for all Scheduled Days in the given month}] \right] * 100$$

Note: If additional Scheduled Events and/or uptime within a month is requested/required, the above calculation will be adjusted accordingly to reflect the change.

In the event that FIS fails to meet the above service level target (each failure referred to as a “**Uptime Service Level Failure**”) the following remedies shall apply:

2.1 For the first Uptime Service Level Failure in a rolling three-month period = Meeting with Regional Head of Account Management & Operations Support for the Solution.

2.2 For the second Uptime Service Level Failure in a rolling three-month period = Meeting with Managing Director, Global Head of Client Services for the Solution.

2.3 For the third Uptime Service Level Failure in a rolling three-month period and for each consecutive Service Level Failure thereafter = Meeting with President for the Solution.

2.4 Further, if there are five (5) or more consecutive Uptime Service Level Failures then Client shall have the right to terminate the affected Solution component and the Solution fees set out in the Agreement will be adjusted to reflect that termination and agreed by the parties in writing.

3 Post Incident Analysis

For each Incident impacting the Solution, where the final Incident classification is a Severity 1 (Critical), FIS shall use reasonable efforts to provide an initial Root Cause Analysis (“RCA”) report to Client within four (4) business days of discovering the Incident, and shall provide an updated RCA report as applicable, where additional information becomes available.

The RCA report content shall consist of the following sections or equivalent information:

- Incident Description
- Client Processing Details
- Incident Technical and/or Functional Details
- Root Cause Identification
- Corrective Actions

4 Limitations

The service levels provided in this Appendix are target metrics only and FIS will employ reasonable efforts to meet such targets and any failure to meet such target shall not be deemed a breach of the Agreement. The remedies set out in this Appendix shall be considered Client’s sole remedies for any service level failure under this Appendix.

Any service level failures to the extent due to a Limiting Event shall be excluded from the calculation of the service level targets set forth herein.

“Limiting Event” means any one or more of the following events:

- (a) any force majeure event;
- (b) any unauthorized use or modification of the Solution or Documentation by Client;
- (c) violation by Client, its affiliates or any third party (other than FIS subcontractors or agent(s)) of any provision of the Agreement (including any failure to comply with its obligations hereunder in a timely manner);
- (d) any defect, error or problem caused by Client, its affiliates or any third party (other than FIS subcontractors or agents);
- (e) any combination of the Solution with other software (other than software included in the Specified Configuration or software otherwise approved by FIS in writing), to the extent any such combination is the cause of the problem or contributes to the problem directly or indirectly;
- (f) any use of any version of the Solution other than a Supported Release;
- (g) any inaccuracies, errors or omissions or other issues with any data introduced into the Solution by Client, its affiliates or any person accessing the Solution through Client or its affiliates; or
- (h) any unreasonable delay by Client which prevents FIS from carrying out maintenance due to urgent patches or fixes or other urgent maintenance recommended by FIS to be carried out without delay.