

SUPPORT SERVICES

This FIS Standard Support Services Document (“**Document**”) describes the support and maintenance services (“**Support Services**”) that FIS will provide for the solution, software, or remote processing/ASP services (each “**Solution**”) that a client (“**Client**”) has procured from FIS. This Document forms an integral part of the agreement between FIS and Client (“**Agreement**”) that refers to this Document.

For the purposes of this Document:

“**Customization**” means any functionality added to a Solution that is not included in the Release generally available to FIS’ client base. Examples include: code modifications in core Solution modules (database scripts, custom tasks, data model extensions, etc.); customizations using product extension frameworks, plug-ins, or APIs outside core Solution code; modified incoming and outgoing message formats; adapted standard workflows; non-standard reports; non-standard interfaces; and any integration, including integration between FIS Solutions.

“**Dedicated Hosted Solution**” means a Solution hosted in an environment dedicated solely to Client (not shared with other FIS clients), where Client has discretion when to upgrade to a new Release.

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

“**Installed Solution**” means a Solution licensed to Client and installed at a data center owned or controlled by Client, or where permitted by the Agreement, by a non-FIS third party.

“**Release**” means periodic updates or modifications that FIS, in its discretion, incorporates into the Solution without requiring additional fees from existing clients (other than support fees). Defect patches and service packs are part of the relevant Release to which they relate and do not constitute a new Release.

“**SaaS or Hosted Solution**” means a Solution hosted by FIS for Client, including a Dedicated Hosted Solution. If Client terminates hosting services as expressly permitted in the Agreement, the Solution shall be treated as an Installed Solution for 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 will provide support in respect of:

- (i) for SaaS or Hosted Solutions where clients of the Solution are required to be on the same Release of the Solution (as advised by FIS to Client and, for the avoidance of any doubt, excluding Dedicated Hosted Solutions), the most current Release of the Solution made available by FIS for the Solution; and
- (ii) (A) for Dedicated Hosted Solutions and (B) for Installed Solutions, the most current Release of the Solution, the immediately preceding Release of the Solution or any other Releases made available in the previous 12 months,

(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 will include Help Desk support and Incident correction to the extent such correction is already available for the relevant non-supported 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 fees, together with any applicable expenses.

1.1 Provision of New Releases

- 1.1.1 For SaaS or Hosted Solutions (other than Dedicated Hosted Solutions), FIS will provide and install (in both the production and non-production environments, if applicable) new Releases of the Solution at no additional charge (and any additional Professional Services provided by FIS shall be subject always to Section 1.1.4 below).
- 1.1.2 For Dedicated Hosted Solutions, FIS will provide and install (in both the production and non-production environments, as applicable) new Releases of the Solution (and any Professional Services provided by FIS in support of such installation shall be subject always to Section 1.1.4 below).
- 1.1.3 For Installed Solutions, FIS will make available to Client new Releases of the Solution as and when such become available, and Client will 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 will promptly install any new Release provided by FIS to avoid or mitigate a performance problem or infringement claim.
- 1.1.4 Unless such fees are expressly included in the Solution fees set forth in the Agreement, Client will be responsible for the payment for any Professional Services provided by FIS (including 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 fees, together with any applicable expenses. The parties will enter into a separate Professional Services Order or SOW in respect of any such upgrade project which will stipulate the scope of work to be provided and the applicable Professional Services fees.

1.2 Help Desk Consultation and Support

FIS will provide reasonable Help Desk consultation and support regarding Solution use and operation 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 2 below. All queries must be submitted via (i) the FIS Client Support Portal (the "**Portal**"), configured during on-boarding (preferred method), or (ii) telephone or email (contact details provided on the Portal). FIS will provide Client a password to access the Portal, and all support requests will be logged there. Only Authorized Support Personnel (as defined in Section 2.1.1) may submit queries or communicate with these functions.

1.3 Incident Support

- 1.3.1 An "**Incident**" means a Defect (including functional and technical failures) that causes an unplanned interruption or disruption to Client's operations, services, or functions related to the Solution, classified as described in Appendix 1.
- 1.3.2 For Installed Solutions, FIS' ability to provide Incident Support depends on Client granting FIS remote access to the Solution and, if requested by FIS, a masked copy of the relevant production database. Without such access, FIS cannot guarantee Incident Support. For SaaS or Hosted Solutions, Client must authorize FIS to access the Solution's user interface to assist with Incident verification and resolution.
- 1.3.3 FIS will use reasonable efforts during Support Times to resolve Incidents reported by Client. Before contacting FIS, Client will first attempt to resolve the Incident internally and will provide FIS with reasonably detailed documentation, explanation, and underlying data to help FIS 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 Service Desk (CSD) staff, will be responsible for the following activities and duties in relation to the Incident reported to it by Client:

- categorizing the Incident in accordance with the priority 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 will 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; and
- ensure proper escalation procedure and notification takes place if needed.

FIS will respond to Client's initial Incident reports and use reasonable efforts to 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 will 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 will reimburse FIS for any applicable expenses.

- 1.3.4 If a reported Incident did not exist or was not attributable to a Defect, FIS act or omission, or was outside the scope of Support Services, FIS may charge Client for investigation and related services at its then-prevailing Professional Services fees, plus applicable expenses.

2 Support Process

2.1 Client Authorized Support Personnel

- 2.1.1 To ensure clear communication, Client will designate 2 individuals (plus 2 backups) authorized to report Incidents on Client's behalf ("**Authorized Support Personnel**"). Client will also designate 1 individual (plus 1 backup) to whom FIS can escalate support issues ("**Primary Contacts**"). An individual may serve as both an Authorized Support Personnel and a Primary Contact.
- 2.1.2 Authorized Support Personnel must be trained in the Solution and are responsible for initial triage of all reported Incidents within Client's operations. They may report Incidents via (i) the Portal (preferred) or (ii) telephone or email. Before reporting, Client will use reasonable efforts to resolve the Incident, including any issues with Client's environment.
- 2.1.3 Client and FIS may mutually agree to add Authorized Support Personnel or Support Times at mutually agreed fees.
- 2.1.4 Upon written request, Authorized Support Personnel (on behalf of Client) may authorize FIS to commence limited, ad-hoc billable (at FIS' then prevailing Professional Services fees, together with any applicable expenses) support assignments required to facilitate Client's normal business operations, with such assignments provided in accordance with the terms of the Agreement. These assignments may include limited scope projects (generally under 20 hours of effort) and/or time-sensitive tasks which have an accelerated delivery requirement.

2.2 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:

- 2.2.1 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;
- 2.2.2 monitoring transmission of data between Client and FIS; and
- 2.2.3 management and maintenance of Client's operating systems, database platforms and other internal systems supporting the Solution.

2.3 **Client Internal System Modifications**

- 2.3.1 Enhancements, changes or fixes to Client's internal systems that run on Client's environment or FIS' SaaS or Hosted 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 or Hosted 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.
- 2.3.2 Client will promptly notify FIS when an issue is found in internal Client systems which could or would impact the operation of the Solution.

2.4 **Prudent Solution Use**

Client is responsible for operating the Solution prudently in accordance with the Agreement and Documentation. After implementation, Client is responsible for training its staff and providing documentation so that the Solution is used efficiently, including when there are changes to user procedures or staff. Additional training may be provided to Client by FIS at FIS' then prevailing Professional Services fees, plus applicable expenses. Travel by FIS personnel to a different location than their normal place of work requires Client's prior approval before travel and related expenses are incurred.

2.5 **Changes to the Scope of Use**

Client shall notify FIS at least 6 months prior to any material, proposed change in the permitted Scope of Use of the Solution to enable FIS to adequately plan with sufficient lead time.

2.6 **User Security**

- 2.6.1 Access to the Solution will require the entry of an ID and password for each individual user. Each ID/password will allow the correct level(s) of access security to the Solution as determined by Client.
- 2.6.2 **(Installed Solutions only)** For Installed Solutions, Client will be responsible for administering ID and password permissions for users of the Solution.
- 2.6.3 **(SaaS or Hosted Solutions only)** For SaaS or Hosted Solutions, Client will be responsible for determining the users of the Solution (who require IDs and the access permissions for such users), notifying FIS when access rights need to be terminated (save where Client has requisite permissions and capability to terminate the same itself) and monitoring all violation/permission reports. Where applicable and unless Client has requisite permission and capability to do so itself, during the relevant Support Times stated in Appendix 2, FIS will execute the following functions at and based upon the direction of Client (collectively "**ID Maintenance**"):
 - initialization of IDs, for up to a reasonable number of new ID's (typically 25) per year (additional fees will apply for any additional IDs required);
 - resetting of passwords;
 - cancellation of IDs;
 - account password maintenance; and
 - processing additional IDs for Client's inventory in a timely manner.

2.7 Support Limitations

The Support Services described in this Document are subject to any limitations set out in the Agreement and, in addition, expressly exclude:

- 2.7.1 services in relation to a Release that is not a Supported Release, except as expressly set out herein;
- 2.7.2 services in relation to non-production databases/environments;
- 2.7.3 services in relation to Customizations;
- 2.7.4 services if Client's environment on which the Solution is installed or from which it accesses the Solution does not meet FIS' recommended Systems Requirements or Specified Configuration for that Release of the Solution;
- 2.7.5 answering due diligence questionnaires submitted by Client;
- 2.7.6 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;
- 2.7.7 services required to solve any Incidents caused by the failure of equipment or software at Client site (including Client's Installed Solution environment) other than FIS supplied equipment and/or the Solution;
- 2.7.8 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) or other data services; and
- 2.7.9 data reconciliation not attributable to a Solution Incident.

Client acknowledges that any delay in using a new Release, enhancement, change, or fix to the Solution may impact FIS' performance of its obligations under this Document, and FIS will not be responsible for such delays or impact (unless the new Release, enhancement, change, or fix contains a Defect).

Support for non-production databases/environments, Customizations, Client's Installed Solution environment, or Client due diligence questionnaires will be provided at FIS' discretion and may be charged at FIS' then-prevailing Professional Services fees.

If Client terminates the Support Services, as expressly permitted under the Agreement, and later wishes to reinstate these Services, if FIS agrees to such reinstatement, Client shall pay to FIS the Support Services fees that would have been charged during the period between the date of termination and the date of reinstatement.

APPENDIX 1 – SOLUTION PRIORITY LEVELS
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	SaaS or Hosted Solutions Only		Installed Solutions only	
Production Incident Priority Level and Description	Target Response Time during Support Times	Response and Escalation	Target Response Time during Support Times	Response and Escalation
Priority 1: Critical. An Incident which results in one or more of the following: - 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 - Causes the Solution to fail so as to make use of the Solution seriously impractical, and significantly interrupts production use by Client	1 hour (or such time as set out in the Agreement)	The Incident will be promptly assigned to the FIS personnel. The team will promptly start work on resolving the Incident. Members of the team will 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 will 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. Client may escalate to the key personnel management contacts, such contacts to be promptly provided by FIS upon Client's request.	4 hours (or such time as set out in the Agreement)	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 will 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. Client may escalate to the key personnel management contacts, such contacts to be promptly provided by FIS upon Client's request.
Priority 2: Major. An Incident which results in one or more of the following: - 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 (or such time as set out in the Agreement)	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.	6 hours (or such time as set out in the Agreement)	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.

Priority 3: Moderate. An Incident which results in one or more of the following: • Impact to Client is yet to be determined, 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	1 business day (or such time as set out in the Agreement)	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.	2 business days (or such time as set out in the Agreement)	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.
Priority 4: Nominal. An Incident which results in one or more of the following: • Low to no risk of Client missing service levels or any major output from the Solution • Solution users may have a single Client Incident or one for which there is a work around Client requests for information or general use of the Solution (but, for the avoidance of any doubt, not training on the use of the Solution)	5 business days (or such time as set out in the Agreement)	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.	5 business days (or such time as set out in the Agreement)	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.

APPENDIX 2 – SUPPORT TIMES

Support Times
As set out in the Agreement.
If the Agreement does not specify Support Times, Support Times shall be:
(i) Monday – Friday 8:00am – 6:00pm (excluding public holidays) at the primary location the support is provided from (ii) 24 hours a day x 7 days a week x 365 days a year for Priority 1 Incidents raised during Support Times

APPENDIX 3 - SOLUTION SERVICE LEVELS

(SaaS or Hosted Solutions only)

This Appendix 3 applies solely to SaaS or Hosted Solutions. To the extent the Agreement or any applicable Order includes separate service level terms addressing availability, uptime, or similar performance metrics, such terms shall take precedence and this entire Appendix 3 (including all remedies set forth herein) shall not apply, unless the Agreement or Order expressly provides otherwise.

1 Solution Access

1.1 Scheduled Uptime

FIS will make the Solution available to Client and its users (i.e., users can access and log on to the Solution) in accordance with the scheduled hours and days set out in the Agreement, subject to Scheduled Events as defined in Section 1.2.1 (the “**Scheduled Uptime**”). Scheduled Uptime applies to the production environment 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 between Sunday 12:00am and Sunday 6:00am in the local time zone of the data centre and, as and when FIS needs to install new Releases of the Solution, from Saturday 12:00pm to Saturday 11:59pm in the local time zone of the data centre; and
- application maintenance, environmental maintenance, network modifications, and disaster recovery exercises.

1.3 Emergency Maintenance

Events may occasionally make the Solution inaccessible for a limited amount of time due to unforeseen software, hardware, network, power, or Internet outages (known as unscheduled downtime or emergency maintenance). FIS will use reasonable efforts to minimize such inaccessibility of the Solution. These changes do not require Client approval.

2 Solution Availability

The service level target in relation to Solution availability in each calendar month shall be such percentage of the Scheduled Uptime hours set out in the Agreement (“**Solution Availability Target**”). Solution availability shall be measured and determined using FIS’ monitoring tools. For each individual Solution, the monthly availability of the Solution shall be calculated as follows:

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

Note: If additional Scheduled Events and/or Scheduled 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 an “**Uptime Service Level Failure**”) the following remedies shall apply, together with any additional remedies set out in the Agreement:

- 2.1 for the first Uptime Service Level Failure in a rolling 3-month period = Meeting with Regional Head of Account Management & Client Support for the Solution;
- 2.2 for the second Uptime Service Level Failure in a rolling 3-month period = Meeting with Global Head of Account Management & Global Head of Client Support for the Solution;
- 2.3 for the third Uptime Service Level Failure in a rolling 3-month period and for each consecutive Service Level Failure thereafter = Meeting with Business Lead for the Solution;
- 2.4 further, if there are 5 or more Uptime Service Level Failures in consecutive months for the Solution then Client shall have the right to terminate the affected Solution with 30 days' notice and the 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 Priority 1 (Critical) Incident affecting the Solution, FIS will use reasonable efforts to provide an initial Root Cause Analysis ("RCA") report to Client within 4 business days after the Incident is resolved and will provide updates as additional information becomes available.

The RCA report content will 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 in this Document are target metrics only. FIS will use reasonable efforts to meet these targets, and any failure to meet a target shall not be deemed a breach of the Agreement. The remedies in this Document (and any additional remedies in the Agreement that expressly apply to service level failures) are Client's sole remedies for any service level failure under this Document.

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.