

Exhibit "A"

SunGard Standard Terms

These SunGard Standard Terms ("SST") may be incorporated into one or more orders referencing these SST

. Each order, together with these SST, shall form a separate agreement (this "Agreement"), by and between the Person identified on the order ("Customer") and the SunGard company identified on the order ("SunGard"), applicable to the proprietary solution identified on the order (the "Solution"), as such Solution may be modified, revised and updated from time to time. Only the Customer and SunGard entities that execute the Agreement will be liable for the obligations under that Agreement. Each Agreement will be effective upon the latest date shown on the signature page of the order ("Agreement Execution Date").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Agreement, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Agreement and Documentation (the "Specified Configuration") and for updating the Specified Configuration in accordance with SunGard's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for SunGard to complete the professional services described in Section 6. SunGard is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to SunGard the fees stated in the Agreement, in accordance with the payment terms stated on the Agreement. SunGard shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Agreement. Except as otherwise specified on the Agreement, Customer's payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of twelve percent (12%) per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to SunGard, except for Disputed Amounts. SunGard may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Agreement. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("Taxes") that may be assessed or imposed in connection with

the transactions contemplated by this Agreement, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse SunGard for any such Taxes payable or collectable by SunGard.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which SunGard may have, SunGard may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). SunGard shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. SunGard shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. SunGard shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "IP Rights"). SunGard shall have no obligation under this Section 4.2 unless Customer promptly gives notice to SunGard within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve SunGard of its liability and obligations under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) and allows SunGard to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing.

The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, SunGard may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to SunGard for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Agreement Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to SunGard with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), SunGard will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("Harmful Code") and will use commercially reasonable efforts to eliminate any such Harmful Code that SunGard discovers.

4.4. Exclusion for Unauthorized Actions. SunGard is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or

dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.55, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Limitations Cap. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING

CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR

(f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUNGARD FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUNGARD'S BREACH OF SECTION 5.

4.9. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2. NOTHING HEREIN IS INTENDED TO

SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY CUSTOMER NOR SHALL ANYTHING INCLUDED HEREIN BE CONSTRUED AS CONSENT TO BE SUED BY THIRD PARTIES IN ANY MATTER ARISING OUT OF THIS AGREEMENT OR ANY OTHER CONTRACT. CUSTOMER IS A POLITICAL SUBDIVISION AS DEFINED IN SECTION 768.28, FLORIDA STATUTES AND SHALL BE FULLY RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS OFFICERS, AGENTS, AND EMPLOYEES TO THE EXTENT PERMITTED BY LAW.

4.10. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow SunGard to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Agreement, shall be provided to Customer with the receipt of such Third-Party Software. SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to SunGard, as and if permitted by SunGard's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), SunGard will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If SunGard complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Agreement, or as provided in the licensor's terms and conditions, SunGard shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not SunGard, assumes all responsibility for and liability in connection with the Third-Party

Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by SunGard. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and SunGard shall have no liability relating to such Open Source Software; provided, however, that SunGard shall be responsible for fixing Errors caused by the Open Source Software to the same extent as SunGard's ongoing support obligations as set forth in 9.3 of this Agreement.

4.13. Open Negotiation. Customer and SunGard have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will SunGard be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUNGARD MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of

the Agreement agreed between SunGard and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Agreement, SunGard shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement. Except to the extent SunGard is required to keep records in accordance with Chapter 119, Fla. Stat.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

- (a) SunGard will implement commercially reasonable administrative, technical and physical safeguards designed to:
- (i) ensure the security and confidentiality of Customer Data;
 - (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. SunGard will review and test such safeguards on no less than an annual basis.
- (b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- (c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of SunGard in the Solution and Documentation, and disclaim any liability or responsibility of SunGard with respect to such Third Party

Users.

5.3. Personal Data. If SunGard processes or otherwise has access to any personal data or personal information on Customer's behalf when performing SunGard's obligations under this Agreement, then:

- (i) Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and SunGard shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to SunGard so that SunGard may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include SunGard processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for SunGard to provide the Solution and perform its other obligations under this Agreement; and (iii) SunGard shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of SunGard or its licensors, having great commercial value to SunGard or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with SunGard or its licensors, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. SunGard and its Affiliates may freely use Feedback without attribution or the need for SunGard, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession

shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or

recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with SunGard; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Agreement may identify certain Professional Services. .

6.2. Professional Services Fees. Customer shall pay to SunGard the professional services fees stated on the Agreement. In each case where professional services fees are not specified on the Agreement, then the fees for such services shall be based upon SunGard's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse SunGard for reasonable travel, living and other out-of-pocket expenses incurred by SunGard personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by SunGard. Reimbursable expenses shall be incurred by SunGard personnel in accordance with SunGard's then current per diem travel expense guidelines, a copy of which will be included in the Agreement. SunGard shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees.

To the extent reasonably necessary for SunGard to perform its obligations under this Agreement, Customer shall provide to SunGard access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with SunGard in its performance hereunder, all as reasonably necessary for SunGard to perform its obligations under this Agreement.

6.5. Professional Services Warranty. SunGard warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. SunGard shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, SunGard receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section

6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While SunGard personnel are performing services at Customer's site, SunGard will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to SunGard in writing and in advance. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of SunGard's performing Professional Services, Customer may, from time to time, provide SunGard with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to SunGard a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for SunGard, SunGard's Affiliates and SunGard's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. The Term of the Agreement shall commence on the Agreement Execution Date and shall continue unless terminated as provided for herein.

7.2. Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail or as otherwise specified on Page 7 of the Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to SunGard for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or

termination of an Agreement Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to SunGard all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to SunGard certifying that all copies of such items have been permanently deleted.

8. Reserved

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Agreement that provides the right for Customer to install the Solution at the facility identified on the Agreement..

9.1. Grant. Except as otherwise provided in an Agreement, SunGard grants to Customer a non-transferable, non-exclusive, perpetual license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Agreement ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to SunGard. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. SunGard shall deliver to Customer the initial Copies of the Solution stated on the Agreement by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on SunGard's network for downloading. Physical shipment is on F.O.B. terms, SunGard's shipping point and electronic delivery is deemed effective at the time SunGard provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date.**"

9.3. Support. Beginning on the Agreement Execution Date and continuing for the duration of the initial support term set forth on the Agreement ("**Initial Support Term**"), SunGard shall provide the ongoing support services described in that Agreement; and Customer shall pay to SunGard support fees stated on such Agreement ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least ninety (90) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that SunGard shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Agreement Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, SunGard may increase the Support Fees payable. Costs for all Support services purchased under this Agreement shall remain firm for the Initial Support Term. Costs for subsequent

Renewal Support Term years may be subject to an adjustment not to exceed three percent (3%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the Agreement term then in effect compared to the index for the same month one (1) year prior.

In the event the Customer does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Customer, the Customer may elect to terminate ongoing support services in accordance with Section 9.3 (a).

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) SunGard shall discontinue providing all ongoing support services, including SunGard's obligations under Section 9.3; (ii) any SunGard warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) SunGard shall not be liable for Customer's use of the Solution after the Support Termination Date except for SunGard's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by SunGard after the Support Termination Date).

9.5. Software Warranty. SunGard warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. SunGard's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that SunGard performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit SunGard, at SunGard's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, SunGard will comply with Customer's reasonable security procedures and company policies that have been provided to SunGard in writing. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. SunGard shall have no liability for any loss or damage caused by

Customer's failure to maintain such backed-up copies.

9.8. Audit. At SunGard's expense and upon written request with reasonable notice, Customer will permit SunGard, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless SunGard believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of SunGard to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to SunGard's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Agreement. SunGard's address for notices is stated on the Agreement. In the case of (i) any notice by Customer alleging a breach of this Agreement by SunGard or (ii) a termination of this Agreement, Customer shall also mail a written notice to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and such notices shall identify the name date, specific parties and SunGard Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of SunGard; and (ii) with respect to SunGard, SunGard, its foreign and domestic Affiliates and their respective contractors.
- (c) **"Authorized User"** means a Customer employee.
- (d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
- (f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.
- (h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to SunGard promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.
- (i) **"Documentation"** means the standard user documentation SunGard provides for the Solution, as such Documentation may be updated from time to time.
- (j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign

Asset Control of the U.S. Department of the Treasury.

- (l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
- (m) **"including"** whether capitalized or not, means including but not limited to.
- (n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US\$50,000) or the amount identified on the Agreement as the liability cap, provided however that, if no amount is identified on the Agreement then the liability cap shall be Fifty Thousand U.S. Dollars (US\$50,000).
- (o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
- (p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
- (q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by SunGard under this Agreement.
- (r) **"Release"** means a modification or update to the Solution, which SunGard, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
- (s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Agreement. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.
- (t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.
- (u) **"Supported Release"** means, unless otherwise stated in the Agreement, the latest Release of the Solution that is generally available to SunGard's client base.
- (v) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
- (w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Agreement.
- (x) **"Third-Party Services"** means those services specified as third party services on the Agreement.
- (y) **"Third-Party Software"** means the software specified as third- party software on the Agreement.
- (z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, their respective permitted successors and assigns.
- (b) Customer and SunGard shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's/SunGard's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer/SunGard, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer/SunGard in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 (**"Customer Assignment"**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to SunGard notifying SunGard if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by SunGard hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created

by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Agreement, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Agreement incorporating the SST, the terms of such Agreement shall prevail. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Personnel. Customer acknowledges that: (a) SunGard expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**SunGard Personnel**"); (b) SunGard's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if

Customer were to hire SunGard Personnel, then SunGard may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those SunGard Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any SunGard Personnel at any time when such SunGard Personnel is employed or engaged by SunGard or during the six (6) months after such employment or engagement ends, then Customer shall

pay to SunGard as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such SunGard Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with SunGard. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. If Customer is, as of the Agreement Execution Date, headquartered inside the Americas, then only Section 10.10(a) below applies. If Customer is, as of the Agreement Execution Date, headquartered in the European Economic Area, Croatia and Switzerland then only Section 10.10(b) below applies. If Customer is, as of the Agreement Execution Date, headquartered outside of the Americas or the European Economic Area, Croatia and Switzerland then only Section 10.10(c) below applies.

- (a) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Seventeenth Judicial Circuit, in and for Broward County, Florida, or the United States District for the Southern District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.
- (b) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims).
The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- (c) This Agreement and any disputes or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination, or validity thereof (including non-contractual disputes or claims), shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("ICC") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The location and seat of the arbitration shall be (i) London if Customer is headquartered in Europe, Middle East or Africa and (ii) Singapore if Customer is headquartered in Asia Pacific. There shall be one arbitrator. The arbitrator shall be agreed between the parties. Failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the ICC. The arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding upon both parties and shall be enforceable in any court of law. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in this Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of this Agreement. The law governing the arbitration agreement contained in this Section, the arbitration, and the conduct and procedure of the arbitration, shall be the laws of England and Wales. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.