

## APPENDIX 5(a)

### □ Application Software Maintenance and Support

INITIAL MAINTENANCE AND SUPPORT TERM: The Initial Maintenance and Support Term shall be for a period of one year commencing upon execution of this Agreement.

RENEWAL MAINTENANCE AND SUPPORT TERM: Upon conclusion of the Initial Maintenance and Support Term, SunGard shall continue to offer maintenance and support services to Customer, at the fees and for the terms specified in this Agreement, for one additional one-year period.

Upon conclusion of the Renewal Maintenance and Support Term, SunGard may offer maintenance and support services to Customer on a year to year basis, provided that SunGard shall give Customer one hundred eighty (180) days written notice if SunGard intends to terminate maintenance and support services.

#### A. Services to be Provided

1. Provide standard product enhancements when and as the same are developed by SunGard; SunGard shall make available to Customer one copy of such product enhancements or corrected programs as soon as it is available. Customer shall be responsible for incorporating such enhancements in each copy of the applicable SunGard Software licensed by Customer.
2. Provide programming modifications and support for the regulatory software listed in Appendix 8. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.
3. Provide assistance to Customer in the use of the SunGard Application Software via telephone inquiries to SunGard's designated software support offices up to the maximum number of hours per application as listed in Appendix 1. Should the total number of Support hours be exceeded in any one year, additional Support Service may be provided at SunGard's then current hourly rates. Telephone support services are available weekdays, excluding holidays, during normal business hours.
4. Investigate errors in the intended capabilities of SunGard Application Software upon receipt of notification from Customer and provide Customer with an alternate procedure or programming modifications to correct errors. SunGard shall distribute to Customer one copy of such product enhancements or corrected programs as soon as it is available. Customer shall be responsible for incorporating such enhancements in each copy of the applicable SunGard Software licensed by Customer.

All of the above services will be provided by Internet or telephone communication contact between SunGard and Customer. Customer will be responsible for all data line telephone charges involved in providing Application Software Maintenance and Support and SunGard will invoice Customer at cost.