

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MADAM) THURSDAY, THE 15th
JUSTICE CONWAY) DAY OF SEPTEMBER, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY SERVICES
(CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES
AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES (CANADA)
LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES
(CANADA) LTEE UNDER SECTION 46 OF THE *COMPANIES'
CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

**ORDER
(RECOGNITION OF FOREIGN ORDERS)**

THIS MOTION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée in its capacity as the foreign representative (the "**Foreign Representative**") of itself and the other Debtors (as defined in the affidavit of Michael K. Robinson sworn September 9, 2022 (the "**Robinson Affidavit**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") for an Order pursuant to section 49 of the CCAA recognizing and giving full force and effect in all provinces and territories of Canada to the Disclosure Statement Order, the 365 Sale Order and the 11:11 Sale Order (each as defined below), was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Motion, the Robinson Affidavit, the Affidavit of William Onyeaju sworn September 14, 2022, and the Fourth Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer dated September 12, 2022, each filed, and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and

counsel for the other parties appearing on the counsel slip; and no one else appearing although duly served as appears from the affidavits of service of William Onyeaju sworn September 9, 2022, September 12, 2022, and September 14, 2022, each filed:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Robinson Affidavit.

RECOGNITION OF FOREIGN ORDER

3. THIS COURT ORDERS that the following orders of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

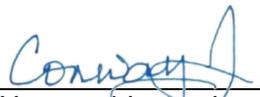
- a) *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan (the “**Disclosure Statement Order**”), a copy of which is attached hereto as **Schedule “A”**;*
- b) *Order (I) Approving the Sale of Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief (the “**365 Sale Order**”), a copy of which is attached hereto as **Schedule “B”**; and*
- c) *Order (I) Approving the Sale of Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief (the “**11:11 Sale Order**”), a copy of which is attached hereto as “**Schedule C**”.*

GENERAL

3. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the other Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the other Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

4. THIS COURT ORDERS that the Foreign Representative and the Information Officer shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

5. THIS COURT ORDERS AND DECLARES that this Order shall be effective as of 12:01 AM on the date of this Order.



The Honourable Justice Conway

Schedule "A"

ENTERED

September 07, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

)	
In re:	)	Chapter 11
)	
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. 258

**ORDER (I) CONDITIONALLY
APPROVING THE DISCLOSURE STATEMENT;
(II) APPROVING THE COMBINED HEARING NOTICE; (III)
APPROVING THE SOLICITATION AND NOTICE PROCEDURES;
(IV) APPROVING THE FORM OF BALLOT AND NOTICES; (V)
APPROVING CERTAIN DATES AND DEADLINES IN CONNECTION
WITH THE SOLICITATION AND CONFIRMATION OF THE PLAN AND
(VI) SCHEDULING A COMBINED HEARING ON (A) FINAL APPROVAL
OF THE DISCLOSURE STATEMENT AND (B) CONFIRMATION OF THE PLAN**

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”):
(a) conditionally approving the adequacy of the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable) for the solicitation of votes on the Plan; (b) approving the Combined Hearing Notice, substantially in the form attached as **Exhibit 1**; (c) approving the solicitation and

¹ The last four digits of the Debtors’ tax identification numbers are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

notice procedures with respect to Confirmation of the Plan; (d) approving the form of ballot and notices in connection therewith; (e) approving the scheduling of certain dates with respect to solicitation and Confirmation of the Plan and (f) scheduling a combined hearing on (i) final approval of the Disclosure Statement and (ii) Confirmation of the Plan, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Disclosure Statement is conditionally approved as containing adequate information in accordance with Bankruptcy Code section 1125 and is subject to final approval of the Court at the Combined Hearing.

2. The Debtors' request for a Combined Hearing on the approval of the Disclosure Statement and Confirmation of the Plan is approved. Cause exists to shorten the deadlines set forth by Bankruptcy Rule 2002(b). The following Plan Confirmation Schedule is approved:

<u>Event</u>	<u>Date</u>
Voting Record Date	September 6, 2022
Solicitation Deadline	September 9, 2022
Deadline to Mail Assumption Notices	September 16, 2022
Plan Supplement Filing Deadline	September 19, 2022
Voting Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Plan and Disclosure Statement Objection Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	September 30, 2022
Combined Hearing on Disclosure Statement and Plan	October 3, 2022 at 2:00 p.m. (prevailing Central Time)

The Combined Hearing Notice and Related Matters

3. The Combined Hearing Notice, substantially in the form attached as **Exhibit 1**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and is approved. The Combined Hearing Notice shall be filed by the Debtors and served upon all parties required pursuant to Bankruptcy Rule 2002 by **September 9, 2022**. The Debtors shall publish the Combined Hearing Notice as soon as reasonably practicable following entry of the Disclosure Statement Order on one occasion in the national edition of *The New York Times* and any such other local publication that the Debtors deem appropriate and disclose in their affidavit of service. The Combined Hearing Notice shall also be posted prominently on the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>. The publication of the Combined Hearing Notice, together with the mailing of the Combined Hearing Notice, is deemed to be sufficient and

appropriate under the circumstances. Pursuant to Bankruptcy Rule 3018(a), **September 6, 2022** is established as the Voting Record Date for determining which Holders of Claims are entitled to vote on the Plan (subject to paragraph 3(u) of the Solicitation Procedures) and whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim.

4. The Plan and Disclosure Statement Objection Deadline is **September 26, 2022, at 4:00 p.m. (prevailing Central Time)**. Any objection to the Plan or the adequacy of the Disclosure Statement on a final basis must be filed by the Plan and Disclosure Statement Objection Deadline and must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan; (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed, contemporaneously with a proof of service, with the Court and served so that it is actually received by the following parties: (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com)

and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

Approval of the Solicitation Procedures and Ballot

5. The Solicitation Procedures, substantially in the form attached as **Exhibit 2**, are approved in their entirety.

6. The procedures for distributing the Solicitation Packages as set forth in the Solicitation Procedures satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules. The Debtors shall distribute or cause to be distributed Solicitation Packages to all Holders of Claims in the Voting Class³ by **September 9, 2022** (the “Solicitation Deadline”).

7. The Debtors are authorized, but not directed, to distribute the Combined Hearing Notice as a separate mailing from the remaining documents included in the Solicitation Package. If the Debtors mail the Combined Hearing Notice separately, the Debtors are not required to include an additional copy of the Combined Hearing Notice in the Solicitation Package.

8. The Debtors are authorized, but not directed or required, to distribute the Plan and Disclosure Statement and this Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 hereto) to Holders of Claims entitled to vote on the Plan by providing notice of the Debtors’ case website in the Combined Hearing Notice and offering paper and electronic copies of the Plan and Disclosure Statement and this Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 hereto) upon request. Only the Ballot, the return envelope and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Deadline, the Debtors shall provide (a) complete Solicitation Packages (other than Ballots) to the

³ “Voting Class” means Class 3 (First Lien Credit Agreement Claims).

United States Trustee for the Southern District of Texas (the “U.S. Trustee”) and (b) this Order and the Combined Hearing Notice to all parties on the 2002 List as of the Voting Record Date. Any party that prefers to receive materials in paper and/or email format may contact the Solicitation Agent and request paper and/or email copies of the corresponding materials (to be provided at the Debtors’ expense).

9. The Debtors are authorized to make non-substantive or immaterial changes to the Plan and Disclosure Statement, the Solicitation Package and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Plan and Disclosure Statement and related documents where, in the Debtors’ reasonable discretion, doing so would better facilitate the solicitation process. Subject to the foregoing, the Debtors are authorized to solicit, receive and tabulate votes to accept or reject the Plan in accordance with this Order without further order of the Court.

10. The Plan and Disclosure Statement, the Combined Hearing Notice, the Ballot, the Presumed to Accept Notice and the Presumed to Reject Notice provide all parties in interest with sufficient notice regarding the settlement, release, exculpation and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c).

11. The Ballot (including the voting instructions), substantially in the form attached as **Exhibit 3**, is approved.

12. The Solicitation Agent is authorized to accept Ballots and Opt-Out Forms via electronic online transmission through a customized online balloting portal on the Debtors’ case website to be maintained by the Solicitation Agent (the “E-Ballot Portal”). Parties entitled to vote through the E-Ballot Portal may cast an electronic Ballot or Opt-Out Form and electronically sign and submit the Ballot or Opt-Out Form instantly by utilizing the E-Ballot Portal. The encrypted

data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-Out Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots or Opt-Out Forms submitted via the customized online balloting portal shall be deemed to contain an original signature. The E-Ballot Portal is the sole manner in which Ballots or Opt-Out Forms will be accepted via electronic or online transmission. Ballots or Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

13. The Debtors shall not be required to solicit votes from the Non-Voting Classes.⁴ In lieu of distributing a Solicitation Package to Holders of Claims or Interests in the Non-Voting Classes, the Debtors shall cause the Combined Hearing Notice and the Presumed to Accept Notice or Presumed to Reject Notice, as applicable, to be served on Holders of Claims or Interests in the Non-Voting Classes.

14. The Debtors' rights pursuant to Bankruptcy Code section 1126(e) to request that the Court designate any Ballot or Ballots as not being cast in good faith are expressly preserved.

Approval of Certain Notices

15. The Presumed to Accept Notice, substantially in the form attached as **Exhibit 4**, is approved.

16. The Presumed to Reject Notice, substantially in the form attached as **Exhibit 5**, is approved.

⁴ “Non-Voting Classes” means, collectively, Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Second Lien Credit Agreement Claims), Class 5 (Non-Extending Second Lien Credit Agreement Claims), Class 6 (General Unsecured Claims), Class 7 (Section 510(b) Claims), Class 8 (Intercompany Claims), Class 9 (Intercompany Interests) and Class 10 (Existing Equity Interests).

17. The Debtors shall cause the Presumed to Reject Notice to be served on Holders of Claims in Class 4 (Second Lien Credit Agreement Claims), Class 5 (Non-Extending Second Lien Credit Agreement Claims), Class 6 (General Unsecured Claims), Class 7 (Section 510(b) Claims) and Class 10 (Existing Equity Interests). The Debtors shall cause the Presumed to Accept Notice to be served on Holders of Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims).

18. The Debtors shall mail an Assumption Notice of any Executory Contracts or Unexpired Leases (and any corresponding Cure costs), substantially in the form attached as **Exhibit 6**, to the applicable counterparties to the Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan, by no later than **September 16, 2022**.

19. The Debtors are excused from mailing Solicitation Packages to those Entities to whom the Debtors caused the Combined Hearing Notice to be mailed and received a notice from the United States Postal Service or other carrier that such notice was undeliverable. If an Entity has changed its mailing address after the Petition Date, the burden is on such Entity, not the Debtors, to advise the Debtors of the new address. Additionally, the Debtors are excused from sending the Combined Hearing Notice, Solicitation Package and/or any other notices for any address that the Debtors have sent a notice since the Petition Date, which notice was returned as undeliverable, unless the Debtors have been provided with updated address information prior to the Voting Record Date. For purposes of serving the Solicitation Packages, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and

the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable notices (including Ballots) sent in connection with the solicitation mailing.⁵

20. The Debtors are excused from mailing Solicitation Packages or other solicitation materials, including Presumed to Accept Notices, Presumed to Reject Notices or Opt-Out Forms to (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court and (b) any Holders of Claims in Class 9 (Intercompany Claims) and Holders of Interests in Class 10 (Intercompany Interests).

21. The Debtors are authorized to serve any notices described herein through electronic mail service, which service constitutes adequate notice under the Bankruptcy Rules.

22. The Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating and reporting on Ballots cast to accept or reject the Plan by Holders of Claims, (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Plan and Disclosure Statement, the Ballots, the Solicitation Packages and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan and (e) if necessary, contacting creditors and equity Holders regarding the Plan. The Solicitation Agent may contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, that the Solicitation Agent is not obligated to do so. The Solicitation Agent shall be entitled to indemnification to the

⁵ The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, at which time the Solicitation Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots, printed solicitation materials (including unused copies of the Solicitation Package) and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.

extent provided pursuant to that certain engagement letter attached as Exhibit 1 to the *Order Appointing Kroll Restructuring Administration LLC as the Claims, Noticing and Solicitation Agent for the Debtors as of the Petition Date* [Docket No. 43] with respect to any such services rendered in connection with the implementation of this Order.

23. The Debtors' rights are reserved to modify the Plan and Disclosure Statement, in accordance with the terms of the Plan and Disclosure Statement (and subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements), without further order of the Court in accordance with Article XIV of the Plan and Disclosure Statement and paragraph 9 of this Order, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Date.

24. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim after the Voting Record Date.

25. All time periods in this Order shall be calculated in accordance with Bankruptcy Rule 9006.

26. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

27. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Signed: September 07, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Combined Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF (A) DEADLINE TO CAST VOTES
TO ACCEPT OR REJECT THE PLAN, (B) COMBINED
HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE
STATEMENT AND CONFIRMATION OF THE PLAN, (C) DEADLINE
TO OBJECT TO CONFIRMATION, (D) NOTICE OF OBJECTION AND
OPT OUT RIGHTS AND (E) RELATED MATTERS AND PROCEDURES**

Court Approval of the Disclosure Statement and the Solicitation Procedures

On [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that conditionally approved the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable), as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”), for the purposes of solicitation and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.² The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada.

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

Solicitation Package

The Solicitation Package shall provide instructions to obtain access, free of charge, to the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) in electronic format through the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>, and the Ballot, this Combined Hearing Notice and the return envelope shall be provided in paper format. Any party that receives the Solicitation Package but would prefer paper and/or email format of the Plan and Disclosure Statement and the Disclosure Statement Order may contact the Solicitation Agent: (a) free of charge by (i) calling (844) 224-1140 (Toll Free) or (646) 979-4408 (International) or (ii) visiting the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; or (b) for a fee via PACER by visiting <http://www.txs.uscourts.gov>.

Voting Record Date

The Voting Record Date for purposes of determining (a) which Holders of Claims are entitled to vote on the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim is **September 6, 2022**.

Voting Deadline

If you held a Claim against the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by the Solicitation Agent in accordance with the voting instructions by **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

Objections to Plan Confirmation and Final Approval of the Disclosure Statement

The court has established **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** as the deadline for filing and serving objections to the Confirmation of the Plan and the adequacy of information in the Disclosure Statement (the "Plan and Disclosure Statement Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan, (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed with the Court and served, **no later than the Plan and Disclosure Statement Objection Deadline**, on (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the

Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

Combined Hearing

A hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **October 3, 2022, at 2:00 p.m. (prevailing Central Time)**, in the United States Bankruptcy Court for the Southern District of Texas before the Honorable David R. Jones, Chief Judge, at 515 Rusk Street, Houston, Texas 77002. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such continuance being announced in open court or by a notice of continuance or reset being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order or approval of the Court or any other Entity.

Assumption Notices and Plan Supplement

The Debtors intend to file **on or before September 16, 2022** the list of Executory Contracts and Unexpired Leases to be assumed consistent with Article IX of the Plan (which list of assumed contracts may be filed as part of the Plan Supplement). The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be assumed on all parties in interest in these chapter 11 cases. The list of assumed executory contracts, however, may be obtained from the Solicitation Agent. The Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being assumed under the Plan and the proposed amount of Cure costs by **no later than September 16, 2022**. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or to the related amount of the Cure costs, must be Filed, served and actually received by the Debtors by **September 26, 2022 at 4:00 p.m. (prevailing Central Time)** (the “Cure Objection Deadline”); *provided, however*, any Cure cost that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure cost as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty.

The Debtors intend to file a Plan Supplement on or before **September 19, 2022**. The Debtors do not intend to serve copies of the Plan Supplement on all parties in interest in these chapter 11 cases. The Plan Supplement, however, may be obtained from the Solicitation Agent.

Inquiries

Holders of Claims that are entitled to vote on the Plan will receive a Solicitation Package. Further copies of the Solicitation Package may be obtained by (a) accessing the Solicitation Agent's website at <https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing SGASinfo@ra.kroll.com, (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

Release, Exculpation, Injunction, Objection and Opt Out Provisions in the Plan

Please be advised that Article XII of the Plan contains the following release, exculpation and injunction provisions:

RELEASES BY THE DEBTORS. NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B) AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THEIR ESTATES, AND THE REORGANIZED DEBTORS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS (TO THE EXTENT APPLICABLE) WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING, AS APPLICABLE, OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (I) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR

AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN AND (II) ANY CAUSES OF ACTIONS OR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (C) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES, AS APPLICABLE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.
NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION,

CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

Definitions related to the Releases by the Debtors and the Releases by Holders of Claims and Interests:

UNDER THE PLAN, “**RELEASED PARTY**” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS CONSENTING STAKEHOLDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) THE PLAN ADMINISTRATOR (IF APPLICABLE); (H) THE FOREIGN REPRESENTATIVE; (I) THE INFORMATION OFFICER; (J) THE COMMITTEE, AND ITS MEMBERS AND (K) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (J), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED* THAT ANY ENTITY THAT OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN SHALL NOT BE A “RELEASED PARTY.”

UNDER THE PLAN, “**RELEASING PARTY**” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A

RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

EXCULPATION. NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE DIP FACILITIES, THE SALE PROCESSES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP FACILITIES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE DIP FINANCING ORDERS, THE GLOBAL SETTLEMENT, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES (INCLUDING THE REORGANIZED DEBTOR EQUITY AND THE TAKE BACK DEBT FACILITY) PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE

VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

INJUNCTION. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.B. OF THIS PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.C. OF THIS PLAN; (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE XII.D. OF THIS PLAN; OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED, EXCULPATED, OR SETTLED PURSUANT TO THE PLAN.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN IN A BALLOT OR NOTICE DISTRIBUTED BY THE DEBTORS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Dated: [●], 2022
Houston, Texas

/s/DRAFT

JACKSON WALKER LLP

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Exhibit 2

Solicitation Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

SOLICITATION PROCEDURES

On [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that, among other things: (a) conditionally approved the adequacy of the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended or supplemented from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable);² and (b) authorized the Debtors to solicit acceptances or rejections of the Plan from Holders of Impaired Claims who are (or may be) entitled to receive distributions under the Plan.

I. The Voting Record Date.

The Court approved **September 6, 2022**, as the voting record date (the “Voting Record Date”) for purposes of determining: (a) which Holders of Claims are entitled to vote on the Plan; and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim. For the avoidance of doubt, governmental units that have filed Claims after the Voting Record Date but before the Governmental Bar Date shall be entitled to receive the applicable Non-Voting Class notice and a copy of the Combined Hearing Notice as soon as reasonably practicable after their Claims have been received and processed by the Solicitation Agent.

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

II. The Voting Deadline.

The Court has approved **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** as the Voting Deadline for the delivery of ballots voting to accept or reject the Plan (collectively, the “Ballots”). The Debtors may extend the Voting Deadline, in their discretion, in consultation with the Committee and without further order of the Court. To be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed and delivered pursuant to the instructions set forth on the applicable Ballot, so that they are actually received, in any case, no later than the Voting Deadline by the Solicitation Agent. Delivery of a Ballot to the Solicitation Agent by facsimile, electronic mail or any other electronic means of submission apart from the Solicitation Agent’s online portal shall not be valid.

III. Form, Content and Manner of Notices.

1. ***The Solicitation Package:*** The Solicitation Package shall contain copies of the following:

- a. the Plan and Disclosure Statement, as conditionally approved by the Court (with all exhibits thereto);
- b. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order);
- c. these Solicitation Procedures;
- d. the Combined Hearing Notice;³
- e. the form of Ballot for the Voting Class in which such Holder holds a Claim, in substantially the form of the Ballot annexed as Exhibit 3, to the Disclosure Statement Order;
- f. a pre-addressed, postage pre-paid reply envelope; and
- g. any supplemental documents that the Debtors may file with the Court or that the Court orders to be made available.

2. ***Distribution of the Solicitation Packages:***

The Solicitation Package shall provide the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) by providing notice of the Debtors’ case website in the Combined Hearing Notice and offering paper and electronic copies upon request. All other contents of the Solicitation Package, including the Ballots, shall be provided in paper format. Any

³ The Debtors have been authorized to distribute the Combined Hearing Notice as a separate mailing from the remaining documents included in the Solicitation Package. If the Debtors mail the Combined Hearing Notice separately, the Debtors are not required to include an additional copy of the Combined Hearing Notice in the Solicitation Package.

party that would prefer paper and/or email format may contact the Solicitation Agent by: (i) accessing the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing SGASinfo@ra.kroll.com; or (iv) calling the Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada, Toll-Free) or +1 (646) 979-4408 (International, Toll).

The Debtors shall serve, or cause to be served, (a) all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and (b) the Plan and Disclosure Statement, the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 thereto) (in electronic format) and the Combined Hearing Notice to all parties required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1 (the "2002 List") as of the Solicitation Deadline. In addition, on the Solicitation Deadline, the Debtors shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Class that are entitled to vote. To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

3. ***Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.*** Certain Holders of Claims that are not classified in accordance with Bankruptcy Code section 1123(a)(1), or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under Bankruptcy Code section 1126(f), will receive only the Presumed to Accept Notice, substantially in the form annexed as Exhibit 4 to the Disclosure Statement Order. Certain Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under Bankruptcy Code section 1126(g) will receive the Presumed to Reject Notice, substantially in the form annexed as Exhibit 5 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

IV. Voting and General Tabulation Procedures.

1. ***Holders of Claims Entitled to Vote and Establishing Claim Amounts for Voting Purposes.*** Only Holders of Claims in Class 3 (First Lien Credit Agreement Claims) shall be entitled to vote with regard to such Claims. The amount of Class 3 First Lien Credit Agreement Claims for voting purposes only will be established based on the principal amount of the applicable positions held by each Class 3 First Lien Credit Agreement Claim Holder, as of the Voting Record Date, as evidenced by the applicable administrative agent's records, which shall be provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one (1) Business Day following the Voting Record Date or as soon as reasonably practicable thereafter.

2. ***General Ballot Tabulation.*** The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements, in consultation with the Committee, for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules or the Disclosure Statement Order:

- a. Except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is actually received by the Solicitation Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors, in their sole discretion, shall be entitled to reject such Ballot as invalid and not count it in connection with Confirmation of the Plan;
- b. The Debtors will file with the Court by no later than **September 30, 2022** a voting report (the “Voting Report”) that shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail or damaged (collectively, in each case, the “Irregular Ballots”). The Voting Report shall indicate the Debtors’ intentions with regard to each Irregular Ballot;
- c. The method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder. Except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent actually receives the properly executed Ballot;
- d. An executed Ballot must be submitted by the Entity that has executed such Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots may be submitted via the online “E-Balloting” portal maintained by the Solicitation Agent;
- e. Ballots should not be submitted by electronic mail or facsimile—any Ballots submitted by electronic mail or facsimile will not be valid;
- f. No Ballot should be sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent) or the Debtors’ financial or legal advisors, and if so sent will not be counted; *provided, however*, for the avoidance of doubt, any such Ballots shall be counted if delivered properly and timely to the Solicitation Agent;
- g. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot received will be counted and all prior received Ballots will be disregarded;
- h. Holders must vote all of their Claims within the Voting Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims held by the same Holder within the same Class, the applicable Debtor may, in its discretion, seek to aggregate the Claims of any particular Holder within a Class for the purpose of counting votes. The Debtors shall identify any such aggregation of multiple Claims in the Voting Report, and any party in interest may contest such aggregation at the

Confirmation Hearing including, without limitation, on the basis that the Debtors have not satisfied Bankruptcy Code section 1129(a)(8)(A) for failure to meet the numerosity requirement of Bankruptcy Code section 1126(c).

- i. A Holder of a Claim that may be asserted against multiple Debtors must vote all such Claims in the same way (i.e. either all to accept the Plan at each Debtor against whom they have Claims or all to reject the Plan at each Debtor against whom they have Claims and may not vote any such Claim to accept at one Debtor and reject at another Debtor). Accordingly, a Ballot that rejects the Plan for a Claim at one Debtor and accepts the Plan for the same Claim at another Debtor will not be counted;
- j. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;
- k. The Debtors, unless subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- l. Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- m. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted. For the avoidance of doubt, the Solicitation Agent is not required to contact parties to cure any defects or irregularities for submitted Ballots;
- n. In the event a designation of lack of good faith is requested by a party in interest under Bankruptcy Code section 1126(e), the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- o. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;
- p. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

- q. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit identification of the Holder of such Claim; (ii) any Ballot cast by an Entity that does not hold a Claim in the Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of \$1.00); (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, Ballots submitted through the online “E-Balloting” portal shall be deemed to include an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by an Entity not entitled to vote pursuant to the procedures described herein;
- r. After the Voting Deadline and subject to the requirements of Bankruptcy Rule 3018(a), no Ballot may be withdrawn or modified without the prior written consent of the Debtors and order of the Court;
- s. Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in Bankruptcy Code section 1126(c) (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within the Voting Class received from a single creditor or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted; and
- t. For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), separate Claims held by a single creditor in the Voting Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated Entities, including any funds or accounts that are advised or managed by the same Entity or by affiliated Entities, hold Claims in the Voting Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated Entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

V. Amendments to the Plan and Disclosure Statement and the Solicitation Procedures.

The Debtors reserve the right to make non-substantive or immaterial changes to the Plan and Disclosure Statement (including, for the avoidance of doubt, the Plan Supplement), Ballot, Combined Hearing Notice and related documents in their reasonable business judgement, in consultation with the Committee and without further Court order, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes

among the Plan and Disclosure Statement and any other materials in the Solicitation Package before their distribution, subject to the terms of the Restructuring Support Agreement.

VI. Release, Exculpation, Injunction, Objection and Opt Out Provisions in the Plan.

The release, exculpation and injunction provisions contained in Article XII of the Plan and Disclosure Statement are included in the Combined Hearing Notice, and the releases by Holders of Claims are included in the Ballot. Entities are advised to carefully review and consider the Plan and Disclosure Statement, including the release, exculpation and injunction provisions set forth in Article XII, as their rights may be affected.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN IN A BALLOT OR NOTICE DISTRIBUTED BY THE DEBTORS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Exhibit 3

Form of Ballot for Class 3 First Lien Credit Agreement Claims

on [●], 2022 [Docket No.[●]] (the “Disclosure Statement Order”). The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this “Ballot”) because you are a Holder of a First Lien Credit Agreement Claim (your “First Lien Credit Agreement Claim”) as of September 6, 2022 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A FIRST LIEN CREDIT AGREEMENT CLAIM.

Your rights are described in the Plan and Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Disclosure Statement Order and certain other materials). If you received Solicitation Package materials and desire paper and/or email copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) for a fee via PACER at <http://www.txs.uscourts.gov>; or (b) at no charge from Kroll Restructuring Administration LLC (the “Solicitation Agent”) by: (i) accessing the Debtors’ restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing SGASinfo@ra.kroll.com; or (iv) calling the Solicitation Agent at:

U.S. Toll Free: (844) 224-1140
International: (646) 979-4408

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number or email address set forth above.

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your First Lien Credit Agreement Claim has been placed in Class 3 under the Plan.

PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:

Via Paper Ballot. Complete, sign and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:

**Sungard AS Ballot Processing
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232**

If you would like to coordinate hand delivery of your Ballot, please send an email to SGASballots@ra.kroll.com (with “Sungard AS Solicitation” in the subject line) and provide the anticipated date and time of your delivery.

OR

Via E-Ballot Portal. Submit your Ballot via the Solicitation Agent’s online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the “E-Ballot Portal”). Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Solicitation Agent’s E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of First Lien Credit Agreement Claims in the following aggregate unpaid principal amount (insert amount in box below)³:

\$ _____
Debtor _____

Item 2. Vote on Plan.

The Holder of the First Lien Credit Agreement Claims set forth in Item 1 votes to (please check only one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

³ The amount of your First Lien Credit Agreement Claim for purposes of treatment under the Plan is subject to change based upon subsequent funding under the Term Loan DIP Facility and the Roll-Up Recharacterization provision of the Final DIP Order.

Your vote on the Plan will be applied to the applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the third party release provisions in the Plan (the “Third Party Releases”) and objection and opt out rights.

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW OR FILE AN OBJECTION WITH THE BANKRUPTCY COURT THAT EXPRESSLY OBJECTS TO YOUR INCLUSION AS A RELEASING PARTY. IF YOU (A) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (B) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (C) VOTE TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

The Holder of the Class 3 First Lien Credit Agreement Claim identified in Item 1 elects to:

OPT OUT of the Third Party Release

Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE

CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY

THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

* * *

UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN USING THE ENCLOSED OPT-OUT FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF

OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Item 5. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of the First Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the First Lien Credit Agreement Claims being voted;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has cast the same vote with respect to all of its First Lien Credit Agreement Claims; and
- (d) no other Ballots with respect to the amount of the First Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such First Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE SEPTEMBER 26, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
5. Your Class 3 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is September 26, 2022, at 4:00 p.m., prevailing Central Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;
 - (c) Ballots sent by electronic mail or facsimile;
 - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

- (g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a First Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent *actually receives* the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
 8. If multiple Ballots are received from the same Holder of a Class 3 Claim with respect to the same Class 3 First Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.
 9. You must vote all of your First Lien Credit Agreement Claims within Class 3 either to accept or reject the Plan and may *not* split your vote.
 10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
 11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:

**U.S. TOLL FREE: (844) 224-1140
INTERNATIONAL: (646) 979-4408**

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON SEPTEMBER 26, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 4

Presumed to Accept Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO
UNIMPAIRED CLASSES PRESUMED TO ACCEPT THE JOINT
CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS
DEBTOR AFFILIATES AND NOTICE OF OBJECTION AND OPT OUT RIGHTS**

PLEASE TAKE NOTICE THAT on [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that, among other things: (a) conditionally approved the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended or supplemented from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement”) as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”); and (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.² The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada.

PLEASE TAKE FURTHER NOTICE THAT the Plan and Disclosure Statement, the Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (a) accessing the Solicitation Agent’s website at

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

<https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing SGASinfo@ra.kroll.com, (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because, pursuant to the terms of Articles V and VII of the Plan and the applicable provisions of the Bankruptcy Code, your Claim(s) against the Debtors are Unimpaired and, pursuant to Bankruptcy Code section 1126(f), you are conclusively presumed to have accepted the Plan and are not entitled to vote on the Plan. Accordingly, this notice and the Combined Hearing Notice are being sent to you for informational purposes only. Please be advised that your receipt of this Notice does not limit the Debtors' right to object to the classification of your Claim in the future and that your Claim may ultimately be reclassified.

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN BY SUBMITTING THE ATTACHED OPT-OUT FORM AS INSTRUCTED THEREIN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

Dated: [●], 2022
Houston, Texas

/s/DRAFT

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Co-Counsel to the Debtors and Debtors in Possession

Third Party Release Opt-Out Form

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS’ SOLICITATION AGENT SO THAT IT IS RECEIVED BY SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

<input type="checkbox"/> <u>OPT OUT of the Third Party Release</u>

Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN

CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

* * *

UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

Acknowledgments. By signing this opt-out form (this “Opt-Out Form”), the undersigned certifies that the undersigned has the power and authority to elect whether to grant the releases contained in Article XII.C of the Plan and has elected not to be a Releasing Party under the Plan.

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

PLEASE SUBMIT YOUR OPT-OUT FORM BY ONE OF THE FOLLOWING TWO METHODS:

Via Paper Form. Complete, sign and date this Opt-Out Form and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:

Sungard AS Ballot Processing
c/o Kroll Restructuring Administration
850 Third Avenue, Suite 412
Brooklyn, NY 11232

OR

Via E-Ballot Portal. Submit your Opt-Out Form via the Solicitation Agent's online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the "E-Ballot Portal"). Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Ballot ID#: _____

The Solicitation Agent's E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Parties that submit their Opt-Out Form using the E-Ballot Portal should NOT also submit a paper Opt-Out Form.

If you would like to coordinate hand delivery of your Opt-Out Form, please send an email to SGASballots@ra.kroll.com (with "Sungard AS Solicitation" in the subject line) and provide the anticipated date and time of your delivery.

Exhibit 5

Presumed to Reject Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT
TO IMPAIRED CLASSES PRESUMED TO REJECT THE JOINT
CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS
DEBTOR AFFILIATES AND NOTICE OF OBJECTION AND OPT OUT RIGHTS**

PLEASE TAKE NOTICE THAT on [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that, among other things: (a) conditionally approved the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended or supplemented from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement”, as applicable) as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”); and (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.² The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada.

PLEASE TAKE FURTHER NOTICE THAT the Plan and Disclosure Statement, Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (a) accessing the Solicitation Agent’s website at

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

<https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing SGASinfo@ra.kroll.com, (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because, under the terms of Articles V and VII of the Plan your Claim(s) against the Debtors are Impaired and you will receive no distribution on account of such Claim(s) under the Plan and, pursuant to Bankruptcy Code section 1126(g), you are deemed to have rejected the Plan and are not entitled to vote on the Plan. Accordingly, this notice and the Combined Hearing Notice are being sent to you for informational purposes only.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN BY SUBMITTING THE ATTACHED OPT-OUT FORM AS INSTRUCTED THEREIN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

Dated: [●], 2022
Houston, Texas

/s/DRAFT

JACKSON WALKER LLP

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Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
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Telephone: (713) 752-4200
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jwertz@jw.com
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*Co-Counsel to the Debtors and
Debtors in Possession*

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Kevin Zuzolo (admitted *pro hac vice*)
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mlahaie@akingump.com
kzuzolo@akingump.com
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-and-

AKIN GUMP STRAUSS HAUER & FELD LLP

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Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Third Party Release Opt-Out Form

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS’ SOLICITATION AGENT SO THAT IT IS RECEIVED BY SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

OPT OUT of the Third Party Release

Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE

DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

* * *

UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

Acknowledgments. By signing this opt-out form (this “Opt-Out Form”), the undersigned certifies that the undersigned has the power and authority to elect whether to grant the releases contained in Article XII.C of the Plan and has elected not to be a Releasing Party under the Plan.

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

PLEASE SUBMIT YOUR OPT-OUT FORM BY ONE OF THE FOLLOWING TWO METHODS:

Via Paper Form. Complete, sign and date this Opt-Out Form and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:

Sungard AS Ballot Processing
c/o Kroll Restructuring Administration
850 Third Avenue, Suite 412
Brooklyn, NY 11232

OR

Via E-Ballot Portal. Submit your Opt-Out Form via the Solicitation Agent’s online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the “E-Ballot Portal”). Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Ballot ID#: _____

The Solicitation Agent’s E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Parties that submit their Opt-Out Form using the E-Ballot Portal should NOT also submit a paper Opt-Out Form.

If you would like to coordinate hand delivery of your Opt-Out Form, please send an email to SGASballots@ra.kroll.com (with “Sungard AS Solicitation” in the subject line) and provide the anticipated date and time of your delivery.

Exhibit 6

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

contracts proposed to be assumed by the Debtors pursuant to the Plan. The determination to assume the agreements identified on the Assumption Schedule is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **October 3, 2022, at 2:00 p.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors’ records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan and Disclosure Statement, including the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] and, on June 14, 2022, the Debtors filed the *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale* [Docket No. 310] (collectively, the “Assumption and Assignment Notice”). The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each contract pursuant to Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Cost by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts pursuant Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any such contract, or any other document.

PLEASE TAKE FURTHER NOTICE THAT the Debtors are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed in **Schedule 1** attached hereto, to which you are a party, in connection with the Plan.³

PLEASE TAKE FURTHER NOTICE THAT Bankruptcy Code section 365(b)(1) requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly,

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor’s Schedules, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor, Reorganized Debtor or Plan Administrator, as applicable, has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, expressly reserve the right to: (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until 45 days after the Effective Date; and (b) contest any Claim (or Cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

the Debtors have identified such amounts on **Schedule 1** attached hereto, which amounts were previously established in connection with the Bidding Procedures Order. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, there is no Cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified on **Schedule 1** will be satisfied, pursuant to Bankruptcy Code section 365(b)(1), by the Debtors, Reorganized Debtors or Plan Administrator, as applicable, in Cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the Cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption is sustained by the Court, however, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** (the “Plan and Disclosure Statement Objection Deadline”); *provided, however*, any Cure amount that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure amount as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty. Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court and served upon the following parties on or before the Plan and Disclosure Statement Objection Deadline: (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related Cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO TIMELY OBJECT TO THE PROPOSED ASSUMPTION OR CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND CURE AMOUNT.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED, INCLUDING PURSUANT TO THE CONFIRMATION ORDER OR ANY SALE TRANSACTION, AND FOR WHICH ANY CURE AMOUNT HAS BEEN FULLY PAID PURSUANT TO THE APPLICABLE SALE TRANSACTION OR THE PLAN, SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Plan and Disclosure Statement, the Plan Supplement or related documents, you should contact Kroll Restructuring Administration LLC, the Solicitation Agent retained by the Debtors in the chapter 11 cases, by: (i) accessing the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing SGASinfo@ra.kroll.com; or (iv) calling the Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International). You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Dated: [●], 2022
Houston, Texas

/s/DRAFT

JACKSON WALKER LLP

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Co-Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Assumed Executory Contracts and Unexpired Leases and Proposed Cure Amounts

Name of Debtor	Name of Counterparty	Description of Executory Contract or Unexpired Lease	Cure Amount
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Schedule "B"

(the “Bankruptcy Code”) and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and upon the *Declaration of Michael K. Robinson in Support of First Day Pleadings* [Docket No. 7] (the “First Day Declaration”); and upon the *Order (I)(A) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 219] (the “Bidding Procedures Order”); and 365 SG Operating Company LLC, a Delaware limited liability company (the “Buyer”) having submitted the highest or otherwise best bid for the Purchased Assets as reflected in that certain Asset Purchase Agreement dated July 28, 2022 (as amended, supplemented or modified from time to time prior to entry of this Sale Order, the “Asset Purchase Agreement”) between the Sellers and the Buyer, which Asset Purchase Agreement is attached hereto as **Exhibit 1** and which, for purposes of this Sale Order, shall include all exhibits, schedules and ancillary documents contemplated therein or related thereto (all such documents, including the Asset Purchase Agreement, the “Transaction Documents”); and the Sale Hearing having been held on August 31, 2022 at 10:00 a.m. (prevailing Central Time) to consider the remaining relief requested in the Motion in respect of the Purchased Assets and approval of the Asset Purchase Agreement; and appearances of all interested parties having been noted on the record of the Sale Hearing; and upon all of the proceedings had before this Court, including the testimony and other evidence proffered or adduced at the Sale Hearing; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion in respect of the Purchased Assets is in the best interests of the Debtors,

their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

B. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rules of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order and directs entry of judgment as set forth herein.

C. Property of the Estate. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a).

D. Statutory Predicates. The statutory predicates for the approval of the Asset Purchase Agreement and the related sale and other transactions contemplated therein (the "365 Sale Transaction") contemplated thereby are Bankruptcy Code sections 105, 363 and 365, Bankruptcy Rules 2002, 6004 and 9014 and Rule 6004-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

³ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

E. Petition Date. On April 11, 2022 (the “Petition Date”), each of the Debtors commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. Also on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the *Companies’ Creditors Arrangement Act* (Canada) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

F. Committee. On April 25, 2022, the United States Trustee for the Southern District of Texas appointed the Official Committee of Unsecured Creditors of Sungard AS New Holdings, LLC, *et al.* (the “Committee”).

G. Bidding Procedures Order. On May 11, 2022, this Court entered the Bidding Procedures Order. No appeal, motion to reconsider or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of the Court. The Bidding Procedures Order has not been vacated, withdrawn, rescinded or amended and remains in full force and effect. On May 16, 2022, the Canadian Court granted an order recognizing and granting full force effect to the Bidding Procedures Order in Canada.

H. Compliance with Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Purchased Assets and

conducted the sale process in compliance with the Bidding Procedures Order. The Debtors and their professionals have afforded potential purchasers a full and fair opportunity to make higher and better offers for the Purchased Assets. Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Buyer and memorialized by the Asset Purchase Agreement is the Successful Bid for the Purchased Assets. The Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

I. Notice. Proper, timely and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with Bankruptcy Code sections 102(1), 105(a) and 363, Bankruptcy Rules 2002, 4001 and 6004 and in compliance with the Bankruptcy Local Rules and Bidding Procedures Order, including to the Notice Parties (as defined below), more broadly by publication on May 18, 2022 and by filing the Debtors' *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing On Conditional Approval of the Disclosure Statement* [Docket No. 528] on August 1, 2022 and the Debtors' *Notice of Proposed Assumed Contracts in Connection with Sale to 365 SG Operating Company LLC* [Docket No. 591] on August 26, 2022. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Asset Purchase Agreement or the 365 Sale Transaction is required. The disclosures made by the Debtors concerning the Asset Purchase Agreement, the 365 Sale Transaction and the Sale Hearing were sufficient, complete and adequate and no other or further notice of the Motion, the Bidding Procedures, the Sale Hearing, the 365 Sale Transaction, the

Assumption and Assignment Procedures (including the objection deadline with respect to any Cure Costs) or the assumption and assignment of the Purchased Contracts, or the Cure Costs, described below, in respect of the Purchased Assets is or shall be required.

Notice of the Debtors' assumption, assignment, transfer and/or sale to the Buyer of the Purchased Contracts has been provided to each non-Debtor party thereto, together with a statement therein from the Debtors with respect to the Cure Costs. Each of the non-debtor parties to the Purchased Contracts has had an opportunity to object to the Cure Costs and the assumption and assignment of the Purchased Contracts set forth in the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] filed June 3, 2022, *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 310] filed June 14, 2022 and *Notice of Proposed Assumed Contracts in Connection with Sale to 365 SG Operating Company LLC* [Docket No. 591] filed on August 26, 2022, which stated the Debtors' intent to assume and assign the Contracts (including the Purchased Contracts) and notified the non-debtor counterparties of the related proposed Cure Costs. Subject to paragraph 27 of this Sale Order, the Cure Cost for each Purchased Contract set forth on **Exhibit 2** hereto is sufficient to comply fully with the requirements of Bankruptcy Code sections 365(b)(1)(A) and (B).

J. Opportunity to be Heard. A reasonable opportunity to object or be heard regarding the relief requested in the Motion in respect of the Purchased Assets and the 365 Sale Transaction has been afforded to all interested persons and entities, including the following: (i) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (ii) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (iii) counsel for

the ad hoc group of term loan lenders and the term loan DIP lenders; (iv) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (v) counsel for the Committee; (vi) counsel for Buyer in accordance with the Asset Purchase Agreement; (vii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a sale transaction involving any of the Debtors' assets during the past 12 months, including any person or entity that has submitted a bid for any of the Debtors' assets, as applicable; (viii) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Debtors' assets (for whom identifying information and addresses are available to the Debtors); (ix) all non-Debtor parties to any executory contracts or unexpired leases of the Debtors (collectively, the "Contracts") that are proposed to be assumed or rejected in connection with a 365 Sale Transaction; (x) any governmental authority known to have a claim against the Debtors in these cases; (xi) the United States Attorney General; (xii) the Antitrust Division of the United States Department of Justice; (xiii) the United States Attorney for the Southern District of Texas; (xiv) the Office of the Attorney General in each state in which the Debtors operate; (xv) the Office of the United States Trustee for the Southern District of Texas; (xvi) the Internal Revenue Service; (xvii) the United States Securities and Exchange Commission; (xiii) all parties who have filed a notice of appearance and request for service of papers in these cases pursuant to Bankruptcy Rule 2002; and (xix) all other persons and entities as directed by the Court (the parties listed in (i) through (xix) collectively, the "Notice Parties"). Objections, if any, to the Motion have been withdrawn or resolved and, to the extent not withdrawn or resolved, are hereby overruled; *provided* that Adjourned Cure Objections to Purchased Contracts are preserved and will be treated in accordance with paragraph 27 of this Sale Order (the "Preserved Cure Objections").

K. Marketing Process. As demonstrated by (i) the First Day Declaration, (ii) the testimony and other evidence proffered or adduced at the hearing with respect to the approval of the bidding procedures held on May 11, 2022 (the “Bidding Procedures Hearing”) and the Sale Hearing and (iii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, the Debtors and their advisors thoroughly marketed the the Purchased Assets and conducted the marketing and sale process as set forth in and in accordance with the Motion and the Bidding Procedures Order. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

L. Highest and Best Offer. In accordance with the Bidding Procedures, the Debtors determined in a valid and sound exercise of their business judgment and in consultation with (i) counsel to the Consenting Stakeholders, (ii) counsel to the ABL DIP Lenders, (iii) counsel to the Committee and (iv) counsel to the Information Officer (solely in respect of the Canadian Proceedings or assets of Sungard AS Canada) (collectively, the “Consultation Parties”) that the highest and best bid for the Purchased Assets was that of the Buyer. The consideration provided by the Buyer for the Purchased Assets provides fair and reasonable consideration to the Debtors for the sale of the Purchased Assets and the assumption of all Assumed Liabilities (as defined and limited in the Asset Purchase Agreement), and the performance of the other covenants set forth in the Asset Purchase Agreement will provide a greater recovery for the Debtors’ estates than would have been provided by any other available alternative in respect of the Purchased Assets.

M. Court Approval Required. Entry of an order approving and authorizing the Debtors’ entry into the Asset Purchase Agreement and the Debtors’ performance of all the provisions therein is a necessary condition precedent to the Buyer’s consummation of the 365 Sale Transaction.

N. Business Judgment. The Debtors' decisions to (i) enter into the Asset Purchase Agreement and all ancillary documents filed therewith or described therein and (ii) perform under and make payments, if any, required by such Asset Purchase Agreement constitute reasonable exercises of the Debtors' sound business judgment consistent with their fiduciary duties, and such decisions are in the best interests of the Debtors, their estates, their creditors and all other parties in interest. Good and sufficient reasons for the approval of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein have been demonstrated by the Debtors. The Debtors have established that compelling circumstances exist for the 365 Sale Transaction outside: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b) and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the 365 Sale Transaction is necessary and appropriate to preserve and maximize the value of the Debtors' estates. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the 365 Sale Transaction occur promptly.

No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount that would give equal or greater economic value to the Debtors in the aggregate than the value being provided by the Buyer pursuant to the Asset Purchase Agreement. Among other things, the 365 Sale Transaction is the best alternative available to the Debtors to maximize the return to their estates in respect of the Purchased Assets. The terms and conditions of the Asset Purchase Agreement, including the consideration to be realized by the Debtors, are fair and reasonable. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the consideration provided by the Buyer under the Asset Purchase Agreement, approval of the Motion, the Asset Purchase Agreement and the transactions contemplated thereby, including the 365 Sale Transaction and the assumption and assignment of

the Purchased Contracts, is in the best interests of the Debtors, their estates and creditors and all other parties in interest.

O. Sale in Best Interest. Consummation of the sale of the Purchased Assets is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. Arm's-Length Sale. The Transaction Documents were negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and from arm's-length bargaining positions. None of the Debtors, the Buyer, other parties in interest or their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the 365 Sale Transaction, to be avoidable or avoided, or to cause costs or damages to be imposed, under Bankruptcy Code section 363(n), or has acted in bad faith or in any improper or collusive manner with any entity in connection therewith. Specifically, the Buyer has not acted in a collusive manner with any person, and the purchase price was not controlled by any agreement among bidders.

Q. Good Faith Purchaser. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under Bankruptcy Code section 363(m) and any other applicable or similar bankruptcy and nonbankruptcy law. Furthermore, the Buyer is not an "insider" (as defined under Bankruptcy Code section 101(31)) of any Debtor, and, therefore, the Buyer is entitled to the full protections of Bankruptcy Code section 363(m) and has otherwise proceeded in good faith in all respects in connection with these chapter 11 cases. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) the Buyer complied in all respects with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all consideration to be provided by the Buyer and

all other agreements or arrangements entered into by the Buyer in connection with the 365 Sale Transaction have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; and (vii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

R. Insider Status. The Buyer is not an "insider" of any Debtor, as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, officers, members, managers or controlling stockholders exists between the Buyer and the Debtors.

S. Sale Free and Clear. Except for liabilities assumed by the Buyer pursuant to the Asset Purchase Agreement and Permitted Liens, a sale of the Purchased Assets other than one free and clear of liens, defenses (including rights of setoff and recoupment), claims, and interests, in each case, in, on or related to the Purchased Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens (including but not limited to mechanics' or materialman's liens), encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, offsets, claims for reimbursement, contribution, indemnity or exoneration, successor liability, product liabilities, environmental liabilities, tax liabilities, labor liabilities, Employee Retirement Income Security Act of 1974 ("ERISA") liabilities, liabilities

related to the Worker Adjustment and Retraining Notification Act of 1988 (the “WARN Act”), liabilities related to the Internal Revenue Code, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature in, on or related to the Purchased Assets (including all “claims” as defined in Bankruptcy Code section 101(5)), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “Encumbrances”), and without the protections of this Sale Order would hinder the Debtors’ ability to obtain the consideration provided for in the Asset Purchase Agreement and, thus, would impact materially and adversely the value that the Debtors’ estates would be able to obtain for the sale of such Purchased Assets. But for the protections afforded to the Buyer under the Bankruptcy Code and this Sale Order, the Buyer would not have offered to pay the consideration contemplated in the Asset Purchase Agreement.

In addition, each entity with an Encumbrance upon the Purchased Assets (other than Assumed Liabilities and Permitted Liens): (i) has consented to the 365 Sale Transaction or is deemed to have consented to the 365 Sale Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f), and therefore, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1) through (5) has been satisfied. Those holders of Encumbrances (other than Assumed Liabilities and Permitted Liens) who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Encumbrances are adequately protected, thus

satisfying Bankruptcy Code section 363(e), by having their Encumbrances, if any, attach to the proceeds of the 365 Sale Transaction, in the same order of priority and with the same validity, force and effect that such Encumbrances had before the 365 Sale Transaction, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein. Therefore, approval of the Asset Purchase Agreement and the consummation of the 365 Sale Transaction free and clear of Encumbrances is appropriate pursuant to Bankruptcy Code section 363(f) and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

The recitation in the immediately preceding paragraph of this Sale Order is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to as "Encumbrances" therein.

The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the sale of Purchased Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if such sale was not free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). A sale of the Purchased Assets, other than one free and clear of all Encumbrances, would yield substantially less value for the Debtors' estates, with less certainty than the 365 Sale Transaction.

T. Application of Section 1146. The transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan and, as such, the Purchased Assets shall be transferred subject to the special tax provisions set forth in Bankruptcy Code section 1146.

U. Assumption and Assignment of Contracts. The assumption and assignment of the Purchased Contracts are an integral part of the Asset Purchase Agreement. Any decision to assume and assign a Purchased Contract may be modified prior to assumption and assignment without further order of this Court and otherwise consistent with the terms of the Asset Purchase Agreement.

The assumption and assignment of the Purchased Contracts does not constitute unfair discrimination, is in the best interests of the Debtors, their estates, their creditors and all other parties in interest and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

Pursuant to the Asset Purchase Agreement, the Buyer shall (i) pay the Cure Costs in accordance with the terms of the Asset Purchase Agreement, under each of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A) and (ii) provide compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the assignment of any of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B). Each of the Purchased Contracts shall be assumed and assigned to the Buyer free and clear of all Encumbrances (other than the Assumed Liabilities or otherwise as set forth in the Asset Purchase Agreement) against the Buyer.

The Buyer has demonstrated adequate assurance of its future performance within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B) under each Purchased Contract. Pursuant to Bankruptcy Code section 365(f), the Purchased Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision in the Purchased Contracts or other restrictions prohibiting their assignment or transfer.

V. Prompt Consummation. The sale of the Purchased Assets must be approved and consummated promptly to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the 365 Sale Transaction, and the Debtors and the Buyer intend to close the 365 Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for

the immediate approval and consummation of the transactions contemplated by the Asset Purchase Agreement, including the 365 Sale Transaction. The Buyer, being a good faith purchaser under Bankruptcy Code section 363(m), may close the 365 Sale Transaction contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the terms and conditions of the Asset Purchase Agreement. There is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with regards to the 365 Sale Transactions contemplated by this Sale Order and Buyer relied upon such waiver of the stay as a condition precedent to executing the Asset Purchase Agreement.

W. No Successor Liability. No sale, transfer or other disposition of the Purchased Assets pursuant to the Asset Purchase Agreement or entry into the Asset Purchase Agreement will subject the Buyer to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Purchased Assets by reason of such transfer under any laws, including any bulk-transfer laws or any theory of Successor or Transferee Liability (as defined below), antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories. By virtue of the consummation of the transactions contemplated by the Asset Purchase Agreement, (i) the Buyer is not a continuation of the Debtors and their respective estates, there is no continuity of enterprise between the Buyer and the Debtors, there is no common identity between the Debtors and the Buyer, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the 365 Sale Transaction does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement and, except with respect to any Assumed Liabilities, Buyer's

acquisition of the Purchased Assets shall be free and clear of any “successor liability” claims of any nature. Buyer would not acquire the Purchased Assets but for the protections against any claims based upon “successor liability” theories (collective, “Successor or Transferee Liabilities”).

X. No Fraudulent Transfer. The Transaction Documents were not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia, and none of the parties to the Transaction Documents are consummating the 365 Sale Transaction for any other fraudulent or otherwise improper purpose.

Y. Binding Agreement. The Transaction Documents are, or upon their respective execution and delivery by the parties thereto shall be, valid and binding contracts between the Debtors and the Buyer and shall be enforceable pursuant to their terms. The Transaction Documents and consummation of the 365 Sale Transaction shall be, to the extent provided in the Transaction Documents, specifically enforceable against and binding upon the Debtors and any chapter 7 trustee or chapter 11 trustee appointed in any of the Debtors’ cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

Z. Legal, Valid Transfer. The Debtors have full power and authority (i) to perform all of their obligations under the Transaction Documents and (ii) to consummate the 365 Sale Transaction. The transfer of the Purchased Assets to the Buyer will be a legal, valid and effective transfer of the Purchased Assets and will vest the Buyer with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of all interests, as set forth in the Asset Purchase Agreement. The Purchased Assets constitute property of the Debtors’ estates and good title is vested in the Debtors’ estates within the meaning of Bankruptcy Code section 541(a). The

Debtors are the sole and rightful owners of the Purchased Assets, and no other person has any ownership right, title or interests therein.

AA. No Sub Rosa Plan. Entry into the Asset Purchase Agreement and the transactions contemplated therein neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a chapter 11 plan of reorganization for the Debtors. Entry into the Asset Purchase Agreement does not constitute a *sub rosa* chapter 11 plan.

BB. Consummation is Legal, Valid and Binding. The consummation of the 365 Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m) and 365, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated by the Asset Purchase Agreement. The transactions contemplated under the Transaction Documents (including the 365 Sale Transaction) are inextricably linked and collectively constitute a single, integrated transaction.

CC. No Third Party Beneficiaries. Nothing in the Asset Purchase Agreement creates any third party beneficiary rights in any entity not a party to the Asset Purchase Agreement.

DD. Transition Agreements. The Transition Services Agreements, as contemplated by the Asset Purchase Agreement, are being negotiated by the parties and the parties reserve all rights with respect thereto.

EE. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:⁴

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion in respect of the Purchased Assets is granted as set forth herein. Any remaining objections to the Motion or the relief requested therein in respect of the Purchased Assets that have not been withdrawn, waived or settled and all reservations of rights included in such objections are overruled on the merits with prejudice and denied. All parties and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein in respect of the Purchased Assets.

2. Those parties, including those holders of interests, who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein in respect of the Purchased Assets for all purposes, including, without limitation, pursuant to Bankruptcy Code section 363(f)(2). Those holders of interests who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of Bankruptcy Code section 363(f) and, therefore, are adequately protected by having their interests that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the 365 Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior the 365 Sale Transaction, subject to any claims, setoffs, deductions, offsets and defenses of the Debtors to such interests. Any counterparty to a Purchased Contract that has not actually filed with the Court an objection to the assumption or assignment of such Purchased Contract as of the date specified

⁴ To the extent any findings of fact constitute conclusions of law, they are adopted as such, and vice versa.

in the Bidding Procedures Order or as otherwise agreed by the Debtors is deemed to have consented to such assumption and assignment.

3. This Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

B. The Asset Purchase Agreement Is Approved and Authorized

4. The Asset Purchase Agreement and Transaction Documents filed therewith or described therein are approved pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002, 4001, 6004 and 9014. The Debtors are authorized and directed to perform under the Asset Purchase Agreement and all ancillary documents filed therewith or described therein (and each of the transactions contemplated thereby is hereby approved in its entirety and is incorporated herein by reference). The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Purchase Agreement, and all of its provisions and the payments and transactions provided for therein, shall be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession or the District of Columbia, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act and any other applicable law. The 365 Sale Transaction may not be avoided or rejected by any person, or costs or damages imposed or awarded against the Buyer, under section 363(n) or any other provision of the Bankruptcy Code.

6. The 365 Sale Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The automatic stay imposed by Bankruptcy Code section 362 is modified to the extent necessary, without further order of this Court, to implement the 365 Sale Transaction and the other provisions of this Sale Order, including, without limitation, to allow the Buyer to: (a) deliver any notice provided for in the Asset Purchase Agreement and any ancillary documents; and (b) take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. Subject to the terms, conditions and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Transaction Documents and this Sale Order and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Sale Order; *provided, however*, that the foregoing restriction shall not prevent any party in interest from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

8. Subject to the provisions of this Sale Order, the Debtors and the Buyer are hereby authorized, pursuant to Bankruptcy Code sections 105(a) and 363(b)(1), to consummate the 365 Sale Transaction in accordance with the Asset Purchase Agreement and all ancillary documents filed therewith or described therein.

9. Pursuant to Bankruptcy Code sections 105, 363 and 365, the Debtors are hereby authorized, empowered and directed to, and shall, take any and all actions necessary or appropriate to (a) sell the Purchased Assets to the Buyer, (b) consummate the 365 Sale Transaction in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (c) transfer and assign to the Buyer all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Debtors are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, including the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by the Buyer for the purposes of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Transaction Documents without further notice to or order of this Court. Neither the Buyer nor the Debtors shall have any obligation to proceed with consummating the 365 Sale Transaction until all conditions precedent to their obligations to do so have been met, satisfied or waived.

10. The Debtors are hereby authorized to hold the Good Faith Deposit, which will be funded by the Buyer in accordance with the Asset Purchase Agreement, and release and deliver such Good Faith Deposit pursuant to the terms of such Asset Purchase Agreement.

C. Sale and Transfer Free and Clear of Encumbrances

11. Upon the Closing Date, all of the Debtors' legal, equitable and beneficial right, title and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the

Buyer pursuant to Bankruptcy Code sections 105(a), 363(b) and 363(f) free and clear of Encumbrances (other than Assumed Liabilities and Permitted Liens); *provided, however*, that all remaining Encumbrances shall attach to the proceeds of the 365 Sale Transaction in the order of their priority, with the same validity, force and effect that they now have against the Purchased Assets. On the Closing Date, this Sale Order shall be considered, and shall constitute for any and all purposes, a legal, valid, binding, effective and complete general assignment, conveyance and transfer of the Purchased Assets and a bill of sale or assignment transferring indefeasible title in the Purchased Assets to the Buyer and shall vest the Buyer with good and marketable title to the Purchased Assets; *provided further* that, notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of all interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order and the Asset Purchase Agreement.

12. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Buyer on account of the Assumed Liabilities; *provided, however*, that the Buyer reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including the Buyer's rights hereunder and under the Asset Purchase Agreement.

13. To the maximum extent permitted under applicable law, including section 1146 of the Bankruptcy Code, the sale of the Purchased Assets and the transactions contemplated thereby shall be exempt from any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use, or similar fees for Taxes, governmental charges, and recording charges (including any interest and penalty thereon), which may be payable by reason of the sale of the

Purchased Assets or the transactions contemplated thereby, given that the transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan.

D. Sale Order Binding

14. All (i) entities, including all filing agents, filing officers, title agents, title companies or title agents, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state and local officials, and (ii) other persons, in each case, who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets, shall be authorized and directed to take any such actions in connection with the 365 Sale Transaction or this Sale Order, and this Sale Order shall be binding upon such entities or persons. All entities or persons described in this paragraph are authorized and specifically directed to strike all recorded Encumbrances against the Purchased Assets from their records, official and otherwise.

15. This Sale Order and the terms and provisions of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Buyer and each of their respective affiliates, successors and assigns and any affected third parties, including all persons asserting an interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Sale Order and the terms and provisions of the Asset Purchase Agreement, and any actions taken pursuant hereto or thereto shall survive the dismissal of any of the Debtors' chapter 11 or chapter 7 cases or entry of any

order, which may be entered confirming or consummating any plan(s) of the Debtors or converting these cases from chapter 11 to chapter 7, and the terms and provisions of the Asset Purchase Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Asset Purchase Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Buyer and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the businesses of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Asset Purchase Agreement, and the Buyer and the trustee shall be and hereby are authorized to perform under the Asset Purchase Agreement upon the appointment of such trustee without the need for further order of this Court.

16. Except with respect to the Assumed Liabilities and Permitted Liens, all persons and entities (and their respective successors and assigns), including all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Encumbrances arising under or out of, in connection with or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale or operation of the Purchased Assets and the business prior to the Closing Date or the transfer of Purchased Assets to Buyer, are hereby forever barred, estopped and permanently enjoined from asserting such Encumbrances against the Buyer, its property or the Purchased Assets. Following the Closing Date, no holder of any Encumbrance shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in these cases.

17. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing Date of the 365 Sale Transaction in proper form for filing and executed by the appropriate parties termination statements or instruments of satisfaction or release of all Encumbrances that such person or entity has with respect to such Purchased Assets, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Asset Purchase Agreement and this Sale Order, (a) the Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets that are necessary or appropriate to effectuate the 365 Sale Transaction, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units⁵ or as any of the officers of the Debtors may determine are necessary or appropriate and (b) the Buyer is hereby authorized and empowered to cause to be filed, registered or otherwise recorded a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against the Buyer and the applicable Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

⁵ As used in this Sale Order, the term "governmental unit" shall have the meaning given to such term in Bankruptcy Code sections 101(27) and 101(41).

18. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the chapter 11 cases or the consummation of the transactions contemplated by the Asset Purchase Agreement, including the 365 Sale Transaction, the transfer of the Purchased Assets and the assumption and assignment of the Purchased Contracts.

E. Good Faith

19. Neither the Debtors nor the Buyer has engaged in any action or inaction that would cause or permit the 365 Sale Transaction to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n). Entry into the Asset Purchase Agreement is undertaken by the parties thereto, without collusion and in good faith, as that term is used in Bankruptcy Code sections 363(m) and 364(e), and the Buyer shall be entitled to all of the benefits of and protections under Bankruptcy sections 363(m) and 364(e). The 365 Sale Transaction is not subject to avoidance pursuant to Bankruptcy Code section 363(n) or chapter 5 of the Bankruptcy Code and the Buyer is entitled to all the protections and immunities thereunder.

F. No Successor or Transferee Liability

20. The Buyer shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement, the consummation of the 365 Sale Transaction, or the transfer, operation or use of the Purchased Assets, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Buyer, with respect to any obligations arising after the Closing Date as an assignee under the Purchased Contracts); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or

other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

21. Except as expressly provided in this Sale Order or the Asset Purchase Agreement with respect to the Assumed Liabilities, the Buyer shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations of any of the Debtors (or their predecessors' or affiliates') based, in whole or part, directly or indirectly, on any theory of Successor or Transferee Liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets or the business prior to the Closing Date or such later time as the Buyer is assigned and assumes any Contract. Except to the extent expressly included in the Assumed Liabilities or otherwise provided for in the Asset Purchase Agreement with respect to WARN Act liabilities, the Buyer shall have no liability or obligation under the WARN Act, or any foreign, federal, state or local labor, employment law, whether of similar import or otherwise, by virtue of the Buyer's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

22. The Buyer has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Encumbrance. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential claims of Successor or Transferee Liability of the Buyer, which releases shall be deemed to have been given in favor of the Buyer by all holders of any Encumbrance.

23. Except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities, nothing in this Sale Order or the Asset Purchase Agreement shall require the Buyer to (a) continue or maintain in effect, or assume any liability in respect of, any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors or their affiliates are a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing Date, other than with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, or its assets (including the Purchased Assets), or its successors and assigns, with respect to any (a) Encumbrance or (b) Successor or Transferee Liability, including the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting any setoff, right of subrogation or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to

operate any of the Purchased Assets or conduct any of the businesses operated with such Purchased Assets.

25. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement, nothing contained in this Sale Order or the Asset Purchase Agreement: (a) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit (as defined in Bankruptcy Code section 101(27)) that any entity would be subject to as the owner or operator of the Purchased Assets transferred pursuant to the Asset Purchase Agreement after the date of entry of this Sale Order; *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or Buyer's, as applicable, defenses, claims, causes of action or other rights under applicable nonbankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property; (b) shall be construed to create for any governmental unit any substantive right that does not already exist under applicable law; or (c) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under police or regulatory law governing such transfer or assignment; *provided that*, notwithstanding the foregoing, nothing herein shall be construed to permit a governmental unit to assert, assess or obtain penalties, fines or other fees from Buyer for violations of any such requirement that occurred prior to the Closing Date as a result of the operation of the Purchased Assets; *provided further* if any such violation continues after the Closing Date such governmental unit may seek to assert, assess or obtain penalties, fines or other fees from Buyer for the period of time after the Closing Date that such violations occurred.

G. Assumption and Assignment of Contracts

26. Pursuant to Bankruptcy Code sections 105(a) and 365, the Debtors are authorized and directed to assume and assign the Purchased Contracts to the Buyer, pursuant to the terms of the Asset Purchase Agreement, free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). Subject to paragraph 27 of this Sale Order, the payment of the Cure Costs due under each Purchased Contract to be assumed and assigned to the Buyer under the Asset Purchase Agreement pursuant to Bankruptcy Code section 365(b) in the amounts set forth on **Exhibit 2** to this Sale Order: (a) cures all monetary defaults existing thereunder as of the assignment of the Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement; (b) compensates the applicable counterparties to the Contracts for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Contracts by the Debtors and the assignment of the Contracts to the Buyer constitutes adequate assurance of future performance thereof. The Buyer has provided adequate assurance of future performance under the Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(c) and 365(f)(2)(B).

27. With respect to Purchased Contracts that are subject to Preserved Cure Objections, the Debtors (in reasonable consultation with the Buyer) and the applicable counterparty shall have the authority to compromise, settle or otherwise resolve any Preserved Cure Objections without further order of the Court. If the Debtors (subject to the reasonable consent of the Buyer) and the applicable counterparty determine that the objection cannot be resolved without judicial intervention, then the Preserved Cure Objection will be determined by the Court. Upon resolution of a Preserved Cure Objection and the payment of the applicable Cure Cost, the applicable Purchased Contract that was the subject of the Preserved Cure Objection shall be deemed assumed and assigned to the Buyer as of the Closing Date. In accordance with the Asset Purchase

Agreement, the Buyer shall be entitled, in its sole discretion, to re-designate a contract as an Excluded Contract if the Court allows a Cure Cost in excess of the amount listed on **Exhibit 2** hereto.

28. In accordance with the Bidding Procedures Order, the Buyer shall establish a cash reserve (the “Cure Cost Reserve”) with respect to any disputed Cure Costs that are subject to a Preserved Cure Objection. The Cure Cost Reserve for each Purchased Contract subject to a Preserved Cure Objection will be equal to the cure amount the objecting counterparty reasonably believes is required to cure the asserted monetary default under the applicable Purchased Contract or as otherwise ordered by the Court. The applicable portion of the Cure Cost Reserve will be paid promptly upon resolution of a Preserved Cure Objection.

29. Any Adequate Assurance Objections should have been made in writing, clearly specified the grounds for the objection and been filed with the Court by, and served on, so as to have been received by, the Objection Recipients (as defined in the Bidding Procedures) by no later than **August 29, 2022 at 4:00 p.m. (prevailing Central Time)** (the “Adequate Assurance Objection Deadline”). If no timely Adequate Assurance Objection with respect to a Purchased Contract was filed and served on the Objection Recipients by the Adequate Assurance Objection Deadline, (a) the applicable Purchased Contract is deemed to be assumed and assigned as proposed by the Debtors and the Buyer and (b) the Buyer is deemed to have provided or to be able to provide adequate assurance of future performance of the applicable Purchased Contract in satisfaction of Bankruptcy Code section 365(f)(2)(B).

30. To the extent that any counterparty to a Contract did not timely file a Cure Objection by the deadline to file a Cure Objection, such counterparty is deemed to have consented to the Cure Cost set forth in **Exhibit 2** hereto. The counterparties to the Purchased Contracts are forever

bound by the applicable Cure Costs and, upon payment of such Cure Costs as provided for herein and in the Asset Purchase Agreement, are hereby enjoined from taking any action against the Buyer with respect to any claim for cure under the Purchased Contracts, except as set forth in the Asset Purchase Agreement.

31. Any provision in any Contract that prohibits or conditions the assignment of such Contract or allows the counterparty to such Contract to impose any penalty, fee, increase in payment, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the 365 Sale Transaction. All other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of the Contract have been satisfied. Upon the Closing Date, in accordance with Bankruptcy Code sections 363 and 365, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Purchased Contracts to be assumed and assigned to Buyer pursuant to the Asset Purchase Agreement, and such Purchased Contracts shall remain in full force and effect for the benefit of the Buyer.

32. Upon the assignment of the applicable Purchased Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Contract, and the Debtors and their estates shall be released, pursuant to Bankruptcy Code section 365(k), from any liability under the Contract occurring after such assignment.

33. Each counterparty to a Purchased Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Buyer or their respective property in connection with the 365 Sale Transaction: (a) any assignment fee, acceleration, default, breach

or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date, including any breach related to or arising out of a change in control resulting from the 365 Sale Transaction of any provision of such Contract, or any purported written or oral modification to the Contract; or (b) any claim, counterclaim, defense, breach, default, condition, setoff or other claim asserted or capable of being asserted against the Debtors existing as of the Closing Date.

34. Other than the Purchased Contracts as set forth in the Asset Purchase Agreement to be assumed and assigned to Buyer, none of the Debtors' other contracts or leases (or any claims associated therewith) shall be assumed and assigned to the Buyer and the Buyer have no liability whatsoever thereunder.

35. All counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the 365 Sale Transaction.

H. Other Provisions

36. Transition Services. Pursuant to the Asset Purchase Agreements, the Buyer, the Sellers and certain third parties shall enter into Transition Services Agreements on the Closing Date pursuant to which, effective as of the Closing Date, the parties thereto shall provide certain services for a transitional period following the Closing Date. The Buyer and the Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, and to perform all such other and further acts as may be required under or in connection with the Transition Services Agreements, including executing the Transition Services Agreements and performing and receiving services thereunder. All parties' rights with respect to the Transition Services Agreements are reserved, and if any such party raises an issues with respect

to the terms of the Transition Services Agreements that cannot be resolved by agreement of the parties, the Court will hear such issue on an expedited basis.

37. Good Faith Deposit. If the Buyer does not close the 365 Sale Transaction, the Debtors shall be authorized in accordance with the Asset Purchase Agreement to retain the Good Faith Deposit from the Buyer.

38. Excluded Liabilities. All persons, governmental units and holders of Encumbrances, including those based upon or arising out of the Excluded Liabilities, are hereby barred and estopped from taking any action against the Buyer or the Purchased Assets to recover property on account of any adverse interests or on account of any liabilities of the Debtors other than Assumed Liabilities and Permitted Liens pursuant to the Asset Purchase Agreement. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets.

39. Excluded Assets. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets. Notwithstanding the preceding sentence and any other provision of this Sale Order, (a) for the avoidance of doubt, the Excluded Assets include the accounts and/or receivables of the Business outstanding as of the closing that are for services performed prior to the Closing (the "Excluded Accounts"), (b) the Excluded Accounts are and shall remain subject to the prepetition and postpetition liens and security interests of PNC Bank, National Association, as the administrative agent, collateral agent, and lender under the Debtors' prepetition revolving credit facility and ABL DIP facility ("PNC"), including without limitation the ABL DIP Liens, (c) PNC's

liens and security interests in the Excluded Accounts are and shall remain enforceable by PNC pursuant to the terms and conditions of the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, and (VII) Granting Related Relief* [Docket No. 220] (the “Final DIP Order”) and that certain Senior Secured Superpriority, Debtor-in-Possession Revolving Credit Agreement, dated as of July 29, 2022 (as amended, modified, restated, or supplemented, the “ABL DIP Credit Agreement”), including without limitation against the Buyer, and (d) any collections by the Buyer of Excluded Accounts shall be held in trust for the benefit of Sellers, and any collections by Sellers or PNC of accounts and/or receivables of the Business within the scope of Section 2.01(g) of the Asset Purchase Agreement shall be held in trust for the benefit of the Buyer and promptly turned over by Sellers or PNC, as applicable, in both cases in accordance with the terms and conditions of any Transition Services Agreements or similar agreements that may be entered into by the Debtors and the Buyer.

40. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the 365 Sale Transaction.

41. Failure to Specify Provisions; Conflicts. The failure specifically to mention any particular provisions of the Asset Purchase Agreement or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court, the Debtors and the Buyer that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties thereto in accordance with this Sale Order. In the event there is a direct conflict between

the terms of this Sale Order and the terms of the Asset Purchase Agreement, the terms of this Sale Order shall control.

42. Allocation of Consideration. Except as otherwise provided in this Sale Order and the Asset Purchase Agreement, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the 365 Sale Transaction are expressly reserved for later determination by this Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, such other Debtor shall have a claim against the recipient Debtor with the status of an expense of administration in the case of the recipient Debtor under Bankruptcy Code section 503(b).

43. Use of Proceeds. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the Term Loan DIP Liens and the ABL DIP Liens (as defined in the Final DIP Order) shall attach to all cash proceeds of the 365 Sale Transaction in accordance with the Final DIP Order. Such proceeds shall be retained by the Debtors and shall not be disbursed absent consent of the Required Term Loan DIP Lenders, Required ABL DIP Lenders, and the Committee (only to the extent of the Committee's settlement contained in the Final DIP Order) or further order of the Court, which order may be an order confirming the Debtors' chapter 11 plan.

44. Insurance Policies. Notwithstanding anything to the contrary in the Motion, the Bidding Procedures, the Bidding Procedures Order, any Asset Purchase Agreement, the Assumption and Assignment Procedures, the Proposed Assumed Contracts Notice, any Assumption and Assignment Notice or cure notice, or this Order, nothing shall permit or otherwise effect a sale, an assignment or any other transfer of (a) any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, and any of their U.S.-based affiliates and successors (collectively, and each in their capacities as insurers and not issuers of

surety bonds, surety guaranties, or surety-related products the “Chubb Companies”) and all agreements, documents or instruments relating thereto (collectively, but exclusive of the Master Agreement (as defined below), the “Chubb Insurance Contracts”), (b) any rights, proceeds benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, (c) that certain Event Contract Agreement, dated June 16, 2017, by and between Chubb Hotel and Conference Center and Sungard Availability Services, LP; and/or (d) that certain Master Agreement for U.S. Availability Services, dated January 1, 2005, by and between Chubb INA Holdings, Inc. (f/k/a ACE INA Holdings, Inc.) and Sungard Availability Services, LP (the “Master Agreement”); *provided, however*, that to the extent any claim with respect to the Purchased Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Buyer any such insurance proceeds (each, a “Proceed Turnover”), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

45. Surety. Notwithstanding any other provision of this Sale Order or the Transaction Documents, the rights of Westchester Fire Insurance Company, Federal Insurance Company, ACE INA Insurance, Federal Insurance Company and ACE American Insurance Company and their affiliated sureties (individually and collectively, the “Surety”) against the Debtors and/or their non-debtor affiliates in connection with or arising out of: (i) any surety bonds and/or related instruments previously or in the future issued and/or executed by the Surety on behalf of any of the Debtors and/or any of their non-debtor affiliates (each a “Bond” and collectively the “Bonds”); (ii) any indemnity or indemnity-related agreement, including that certain General Agreement of Indemnity executed on or about June 26, 2019 by Debtors Sungard AS New Holdings III, LLC and Sungard

Availability Services LP, as indemnitor, in favor of the Surety, as indemnitee (collectively, the “Indemnity Agreement”); and (iii) any related documents, ((i), (ii), and (iii), collectively, are hereafter referred to as the “Surety Documents”), are neither affected nor impaired by the Transaction Documents. Unless otherwise agreed to by the Surety in writing, each of the Bonds relating to the Purchased Assets will be replaced by the Buyer on or before the Closing Date (as defined in the Asset Purchase Agreement) such that any applicable Bonds are fully released and fully discharged such that the Surety’s actual or potential liability thereunder is extinguished (“Discharge Obligation”). In addition, the rights of the Surety (or its affiliate(s)) in connection with any collateral in favor of the Surety or letter of credit (and any amendment(s) or modification(s) thereto) relating to any of the Debtors or their non-debtor affiliates, including that certain Irrevocable Standby Letter of Credit and amendments thereto issued by PNC in the amount of \$1 million dollars in favor of among others, the Surety (the “LOCs”), and any and all proceeds thereof, shall not be affected or impaired by the Transaction Documents.

46. Notwithstanding any other provision in the Sale Documents, if there is a security deposit in favor of a landlord under or in connection with a lease for which a Bond was issued, then the sale shall be subject to the landlord’s rights in and to the security deposit. Further, notwithstanding any other provision in the Transaction Documents, unless the Surety provides its express written consent, the Surety Documents may not be assumed, assumed and assigned, or otherwise used in any manner for the direct or indirect benefit of any buyer. Notwithstanding anything herein to the contrary, the Surety reserves its rights to: refuse to modify, extend the term of, or increase the amount of, any bond, including any of the Bonds; cancel, terminate or take any other action with respect to the Bonds, to the extent permitted by law; and refuse to issue any new bond to the Debtors, their non-debtor affiliates or any other person or entity.

47. Customer Property. Notwithstanding any provision of this Order or the terms of the Asset Purchase Agreement to the contrary, nothing in this Sale Order or the Asset Purchase Agreement shall authorize the Debtors' sale of equipment, data or other assets owned by iconectiv LLC f/k/a Telcordia Technologies, Inc. or ELC Beauty LLC, Adecco IT Services, Avon Products, Inc., Lanxess Deutschland GMBH, ams-OSRAM AG or HCL America Inc. and located in any data center operated by the Debtors as of the Petition Date, and such equipment, data or other assets shall not be included in the Purchased Assets.

48. Taxing Authorities. In resolution of the objection filed by (i) City of Allen, Allen Independent School District, Dallas County, Harris County, Irving Independent School District and Tarrant County (ii) Collin County, Collin County Community College District, and (iii) Maricopa County Treasurer (collectively, "Taxing Authorities"), the liens, if any, on the Debtors' assets securing incurred tax obligations (the "Tax Liens") held by the Taxing Authorities shall attach to the proceeds of the sale of any of the Debtors' assets located in the state of Texas and the State of Arizona, to the same extent and with the same priority as such Tax Liens attached to such assets immediately prior to the Closing. The Debtors shall not pay to the DIP Agents or the DIP Lenders (as defined in the Final DIP Order) any proceeds from the sale of any of the Debtors' assets located in the state of Texas or the state of Arizona, as applicable, to the extent such Tax Liens are valid, senior to the Prepetition Liens (as defined in the Final DIP Order) (with respect to taxes arising prior to the Petition Date) or the DIP Liens (as defined in the Final DIP Order) (with respect to taxes arising on or after the Petition Date) as a matter of law, perfected and unavoidable, without a reserve for any such Tax Liens in the amount of \$75,000.00 (the "Reserve Amount"). The Reserve Amount shall be set aside, until all prepetition claims of the Taxing Authorities have been paid, dismissed, or otherwise resolved and after which any remaining funds

will be made available for distribution to creditors in accordance with the terms of the Debtors' plan, by the Debtors in a segregated account as adequate protection for the Taxing Authorities this Reserve Account shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Taxing Authorities, nor a cap on the amounts they may be entitled to receive. Furthermore, the claims and liens of the Taxing Authorities shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These funds may be distributed only upon agreement between the Taxing Authorities and the Debtors, or by subsequent order of the Court, duly noticed to the Taxing Authorities. The Taxing Authorities shall retain their liens against the Purchased Assets to secure payment of the Buyer's pro-rated share of taxes for the period after the Closing Date with such lien retention continuing until payment is made to satisfy the Buyer's pro-rated portion of the ad valorem taxes. It is the responsibility of the Debtors and the Buyer to agree upon the correct apportionment of taxes with respect to their ownership periods. To the extent the Debtors and Buyer wish to contest any ad valorem tax as set forth in the Asset Purchase Agreement, the Debtors and Buyer may jointly participate in any tax contest to the extent such remedy exists pursuant to nonbankruptcy law.

49. Subsequent Plan Provisions and Orders of the Court. The Debtors shall not propose a chapter 11 plan or request entry of an order in these cases that conflicts with or derogates from the terms of this Sale Order. Nothing contained in any chapter 11 plan to be confirmed in these cases or any order to be entered in these cases (including any order entered after conversion of these chapter 11 cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from, the rights, benefits, protections and consideration provided to the Buyer under the Asset

Purchase Agreement or this Sale Order, and to the extent of any inconsistency, this Sale Order shall govern.

50. Further Assurances. From time to time, as and when requested, all parties to the 365 Sale Transaction shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the 365 Sale Transaction, including such actions as may be necessary to vest, perfect or confirm or record or otherwise in the Buyer its right, title and interest in and to the Purchased Assets.

51. Governing Terms. To the extent this Sale Order is inconsistent with any prior order or pleading in these cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

52. Modifications. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof (after consultation with the Consultation Parties), without further order of this Court; *provided* that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. To the extent that any provision of the Asset Purchase Agreement conflicts with or is, in any way, inconsistent with any provision of this Sale Order, this Sale Order shall govern and control. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

53. Automatic Stay. The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the Buyer to deliver any notice provided for in the Asset Purchase Agreement and allow the Buyer to take any and all actions permitted or required under the Asset Purchase Agreement in accordance with the terms and conditions thereof. The Buyer shall not be required to seek or obtain any further relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Asset Purchase Agreement or any other sale-related document.

54. No Stay of Order; Further Instruments; Appeals. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

55. Servers and IT Equipment. Upon consummation of the Sale, and to the extent applicable, the Debtors may retain originals or copies of, and preserve in accordance with their discovery obligations, all hard copy documents and data and information that constitute Purchased Assets and any other document, data or information stored on or in servers, backup devices, mobile devices, electronic storage devices or miscellaneous IT equipment, in each case, that constitutes Purchased Assets, currently in the Debtors' possession, custody or control pertaining to pending or threatened litigation or necessary to administer these cases.

56. Notice of Sale Closing Date. Within one business day of the occurrence of the Closing Date of the 365 Sale Transaction, the Debtors shall file and serve a notice of same (the "Notice of Sale Closing Date").

57. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order and the Asset Purchase Agreement, including all amendments thereto and any waivers and consents thereunder and each of the Transaction Documents and other agreements executed in connection therewith, and decide any issues or disputes concerning this Sale Order and the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets.

58. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted in respect of the Purchased Assets pursuant to this Sale Order.

59. Notwithstanding anything to the contrary in this Sale Order and the Transaction Documents, the Debtors intend to seek recognition of this Sale Order from the Canadian Court with respect to certain Purchased Contracts and Purchased Assets that Sungard AS Canada is party to or owns.

60. The provisions of this Sale Order are non-severable and mutually dependent.

61. The requirements set forth in Bankruptcy Rule 6004(a) and Local Rule 6004-1 are satisfied.

62. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Signed: August 31, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT
BY AND AMONG
SUNGARD AVAILABILITY SERVICES, L.P.,
THE OTHER SELLERS LISTED HEREIN,
365 SG OPERATING COMPANY LLC
AND
365 OPERATING COMPANY LLC
DATED AS OF JULY 28, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of July 28, 2022 (the “**Agreement**”), by and among Sungard Availability Services, L.P., a Pennsylvania limited partnership (“**Sungard L.P.**”) and each of its Affiliates listed on Exhibit A to this Agreement (together with Sungard L.P., the “**Sellers**”), 365 SG Operating Company LLC, a Delaware limited liability company (the “**Buyer**”), and 365 Operating Company LLC, a Delaware limited liability company (the “**Guarantor**”).

RECITALS

WHEREAS, the Sellers are engaged in the North American business of the datacenter-based provision of colocation services, network services and workplace services in respect thereof performed or provided by the Sellers in the data center locations listed on Schedule 2.01(a) (collectively, the “**Business**”);

WHEREAS, the Sellers, with Sungard AS New Holdings, LLC, a Delaware limited liability company (“**Sungard AS**”) and certain of its Affiliates, have sought relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the “**Bankruptcy Code**”) by filing cases (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the

Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) on April 11, 2022 (the “**Petition Date**”);

WHEREAS, (a) the Sellers desire to sell, transfer, assign, convey and deliver to the Buyer, and the Buyer desires to purchase, acquire and accept from the Sellers, all of the Sellers’ right, title and interest in and to the Purchased Assets free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, and (b) the Sellers desire to transfer and assign to the Buyer, and the Buyer desires to assume from the Sellers, all of the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the entry of the Sale Order; and

WHEREAS, in order to induce the Sellers to enter into the transaction, the Guarantor has agreed to guarantee the obligations of the Buyer; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 *Definitions.*

(a) The following terms, as used herein, have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

“**Ancillary Agreements**” means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreements, each offer letter entered into with a Business Employee, the Transition Services Agreements, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

“**Benefit Plan**” means any plan, program, arrangement or agreement that is a compensation, pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 “cafeteria” or “flexible” benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including any (i) “employee benefit plan” within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA, in each case, (x) which is sponsored, maintained, administered or contributed to, or required to be contributed to, by the Sellers or any

ERISA Affiliate, (y) under which any current or former employee or any dependent or beneficiary thereof has any present or future right to benefits, but excluding those plans, programs, arrangements or agreements that are maintained by a Governmental Entity and (z) under which any of the Sellers has any current or potential liability.

“**Business Day**” means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

“**Closing Date**” means the date of the Closing.

“**CMS Assets**” means the assets of Sungard AS and its Affiliates used in the operation of their North American cloud and managed services business and that are not “Purchased Assets” as defined in this Agreement or Eagle Assets.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**DIP Financing Order**” means the final order (i) authorizing the Sellers to Obtain Postpetition Financing, (ii) authorizing the Sellers to Use Cash Collateral, (iii) authorizing the Sellers to Repay Certain Prepetition Secured Indebtedness, (iv) Granting Liens and Providing Superpriority Administrative Expense Status, (v) Granting Adequate Protection, (vi) Modifying the Automatic Stay, (vii) Scheduling a Final Hearing, and (viii) Granting Related Relief [Docket No. 220].

“**Eagle Assets**” means the assets of Sungard AS and its Affiliates used in the operation of their recovery services business and that are not “Purchased Assets” as defined in this Agreement or CMS Assets.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any trade or business that is, or was at any relevant time, treated as a single employer with any Seller under Section 414 of the Code or Section 4001 of ERISA.

“**Governmental Entity**” means (i) any supranational, national, federal, state, provincial, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international governmental organization or (iii) any agency, division, bureau, department, commission, board, arbitral or other tribunal, branch or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition (including patent and trademark offices and self-regulatory organizations).

“**Intellectual Property**” means all intellectual property rights, including all (i) U.S. and Canadian trademarks, service marks, trade names, mask works, inventions, discoveries, developments, patents, trade secrets, copyrights and copyrightable material, (ii) technology rights, including software, (iii) know-how, ideas or any other similar type of proprietary information or

property right and (iv) all improvements, updates or modifications any of the foregoing and all applications for, and registrations of, any of the foregoing.

“Intercompany Payables” means any accounts payable, trade payables and other amounts payable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

“Intercompany Receivables” means any accounts receivable, trade receivables and other amounts receivable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

“Key Employee” means each of those individuals set forth on Schedule 1.01(b).

“Knowledge of Sellers, Sellers’ Knowledge” or any other similar knowledge qualification in this Agreement means to the actual knowledge after due inquiry of Mike Robinson, Terrence Anderson and Jim Patterson.

“Law” means any law (including common law), statute, requirement, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity.

“Lien” means, with respect to any property or asset included in the Purchased Assets, any mortgage, deed of trust, lien (including workman, mechanics or materialman’s liens), pledge, charge, security interest, option, easement, trust, restriction or encumbrance, in respect of such property or asset.

“Material Adverse Effect” means any change, effect, event, occurrence, circumstance, state of facts or development that, individually or in the aggregate with all other changes, effects, events, occurrences, circumstances, states of facts or developments, (i) is, or would reasonably be expected to be, materially adverse to the ability of any of the Sellers to timely consummate the transactions contemplated hereby, or (ii) has had, or would reasonably be expected to have, a material adverse effect on the condition (financial or otherwise), business, assets, liabilities or results of operations of the Business, the Purchased Assets and Assumed Liabilities, but, solely for purposes of this clause (ii), shall exclude any effect resulting or arising from: (A) the transactions contemplated hereby or by any of the Ancillary Agreements or the public announcement thereof, (B) changes or conditions generally affecting the industries in which any Seller operates to the extent that such change or condition does not disproportionately affect the Sellers as compared to other Persons or businesses that operate in the industry in which the Sellers operate, (C) changes in economic, regulatory or political conditions generally or (D) changes directly resulting from judicially approved actions in the Chapter 11 Cases.

“Permitted Liens” means with respect to the Purchased Assets (i) Liens for Taxes not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens (including statutory or common law liens of landlords) and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen, in each case, incurred in the ordinary course of business (A) for amounts not yet due or (B) for amounts as to which payment and enforcement is stayed under the Bankruptcy Code or pursuant to orders of the Bankruptcy Court, (iii) rights of setoff or banker’s liens upon deposits of cash in favor of banks or other depository institutions, (iv) pledges or deposits under worker’s compensation,

unemployment insurance and social security Laws to the extent required by applicable Law, (v) rights of third parties pursuant to ground leases, leases, subleases, licenses, concessions or similar agreements, (vi) easements, covenants, conditions, restrictions and other matters of record or defects or imperfections of title with respect to any owned or personal property, (vii) local, county, state and federal ordinances, regulations, building codes, variances, exceptions or permits (including such ordinances, regulations, building codes, variances, exceptions or permits relating to zoning), now or hereafter in effect, relating to any leased real property, (viii) restrictions or requirements set forth in any permits relating to the Business, (ix) violations, if any, arising out of the adoption, promulgation, repeal, modification or reinterpretation of any order or Law which occurs subsequent to the date hereof, (x) Liens caused by or resulting from the acts or omissions of the Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (xi) Liens arising by operation of Law under Article 2 of any state's Uniform Commercial Code (or successor statute) in favor of a seller of goods or buyer of goods, (xii) Liens extinguished by the Sale Order, and (xiii) licenses or other grants of rights to use or obligations with respect to Intellectual Property.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period allocated to the Pre-Closing Tax Period pursuant to this Agreement.

“Property Taxes” means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period.

“Sale Hearing” means the hearing conducted by the Bankruptcy Court to consider approval of the transactions contemplated by this Agreement.

“Seller Intellectual Property” means (i) all Intellectual Property owned or purported to be owned by any Seller and used primarily in the Business and (ii) to the extent transferable, any Intellectual Property that is licensed or purported to be licensed to any of the Sellers and used primarily in the Business, in each case, other than Intellectual Property that is an Excluded Asset.

“Tax” or **“Taxes”** means (i) any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, escheat and unclaimed property, branch, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add-on minimum, estimated, Universal Service Fund and Telecommunications Relay Service fees and related charges, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner (including, but not limited to, withholding on amounts paid to or by any Person), and including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

“**Tax Return**” means any and all returns, reports, declarations, elections, schedules, attachments, notices, forms, designations, filings, and statements (including estimated Tax Returns and reports, withholding Tax Returns and reports, information returns and reports, and any amendments to any such documents) filed or required to be filed in respect of the determination, assessment, collection or payment of any Taxes or in connection with the administration, implementation or enforcement of any applicable Law relating to any Taxes.

“**Taxing Authority**” means any Governmental Entity responsible for the imposition of any such Tax (domestic or foreign).

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Allocation Statement	2.06(b)
Allocation Statement Notice	2.06(b)
Assignment and Assumption Agreement	2.09(a)(ii)
Assumed Liabilities	2.03
Avoidance Actions	2.02(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bidding Procedures	7.04(b)
Bill of Sale	2.09(a)(i)
Business	Recitals
Business Employee	9.01(a)
Buyer	Preamble
Buyer Obligations	13.01
Buyer Plan	9.01(c)
Chapter 11 Cases	Recitals
Chapter 11 Contracts	2.01(e)
Closing	2.08
Cure Costs	2.05(a)
Designation Deadline	2.05(f)
Disclosure Schedules	Article 3
Escrow Agent	2.07
Excluded Assets	2.02
Excluded Contracts	2.02(c)
Excluded Liabilities	2.04
Good Faith Deposit	2.07
Guarantor	Preamble
Intellectual Property Assignment Agreements	2.09(a)(iii)
Licenses	2.01(f)
Master Services Agreement	2.09(a)(vi)
Outside Date	12.01(b)
Petition Date	Recitals
Post-Petition Contracts	2.01(d)

Purchased Assets	2.01
Purchased Contracts	2.01(e)
Purchased Licenses	2.01(f)
Purchase Price	2.06(a)
Real Property	3.12(a)
Restrictive Covenants Contracts	2.01(n)
Sale Order	7.04(a)
Sellers	Preamble
Sungard L.P.	Preamble
Sungard AS	Recitals
Sungard AS's Allocation Notice	2.06(b)
Tax Contest	8.01(b)
Transferred Employee	9.01(a)
Transfer Taxes	8.01(c)
Transition Services Agreements	2.09(a)(iv)
WARN Act	3.14(c)

ARTICLE 2 PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale.* Except as otherwise provided herein, upon the terms and subject to the conditions of this Agreement, the Buyer agrees to purchase from the Sellers and each Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to the Buyer at the Closing, free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, all of such Seller's right, title and interest in, to and under the assets, properties and businesses, of every kind, nature and description, owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business by the Sellers as the same shall exist on the Closing Date, whether real, personal or mixed, whether tangible or intangible, and wherever located (the "**Purchased Assets**"), including, without limitation and notwithstanding anything herein to the contrary, all right, title and interest of the Sellers in, to and under the following Purchased Assets to the extent owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business:

(a) the real property and leases of, and other interests in, real property, in each case together with all buildings, fixtures and improvements erected thereon, listed on Schedule 2.01(a);

(b) all personal property and interests, including leasehold interests, therein, as set forth on Schedule 2.01(b);

(c) all supplies and other inventories to which the Sellers have title that are in the possession of the Sellers or any third party and used for or held for use primarily in connection with any Purchased Asset, except as listed on Schedule 2.02(m);

(d) all contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date that are listed and separately identified on Schedule 2.01(e), (collectively, the “**Post-Petition Contracts**”);

(e) all executory contracts and unexpired leases of any Seller that are listed and separately identified on Schedule 2.01(e), (collectively, the “**Chapter 11 Contracts**”; together with Post-Petition Contracts and the Restrictive Covenants Contracts, the “**Purchased Contracts**”);

(f) all transferable licenses, permits or other governmental authorizations of any Seller that are listed and separately identified on Schedule 2.01(e), (the “**Purchased Licenses**”);

(g) all accounts, notes and other receivables outstanding as of the Closing that are for services performed on or after Closing and listed and separately identified on Schedule 2.01(g) (excluding the Intercompany Receivables);

(h) all Seller Intellectual Property listed on Schedule 2.01(h) and all of the Sellers’ rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;

(i) copies of all books, records, files and papers listed on Schedule 2.02(i), whether in hard copy or electronic format, relating to the Purchased Assets;

(j) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities;

(k) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring on or after the date hereof, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty to the extent occurring prior to the Closing Date;

(l) to the extent transferable, the insurance policies that are set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights thereunder;

(m) (i) mechanical and electrical generation and distribution gear, including but not limited to generators, transformers (if applicable), switchgear, cabinets, cages, cabling and cabling racks, floor and ceiling tiles, chillers, cooling towers, fuel tanks, uninterrupted power supply systems, power distribution units, air conditioning gear, ventilation and related gear, (ii) building management and access systems and infrastructure maintenance systems and records, and (iii) all network equipment, including the juniper core routers and cisco distribution switches for the core networking in the real property located on Schedule 2.01(a) and any ancillary locations, owned or leased by Sellers required to deliver existing network services of the Business, in each case, provided that such gear or system is owned or leased by the Sellers, that are located at, or servicing, the properties listed on Schedule 2.01(a), together with any related software with respect to such gear or systems, except as listed on Schedule 2.02(m);

(n) all contracts providing for non-disclosure or confidentiality, invention and Intellectual Property assignment, and non-disparagement, non-solicitation and non-competition covenants for the benefit of any of the Sellers with current or former employees, consultants or contractors of the Sellers or with any third parties relating primarily to the Business or the Purchased Assets (the “**Restrictive Covenants Contracts**”), including those that are listed and separately identified on Schedule 2.01(e); and

(o) all security deposits and deposits of any kind related to the Purchased Assets, excluding any utility deposits.

SECTION 2.02 *Excluded Assets.* The Buyer expressly understands and agrees that the following assets and properties of the Sellers (the “**Excluded Assets**”) shall be excluded from the Purchased Assets:

(a) all of the Sellers’ cash and cash equivalents on hand (including all undeposited checks) and in banks;

(b) any insurance policies not set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights under any such not-listed policy;

(c) all rights and obligations under the contracts, agreements, understandings, leases, licenses, commitments, sales and purchase orders and other instruments that are listed on Schedule 2.02(c) (collectively, the “**Excluded Contracts**”);

(d) all of the books, records, files and papers, whether in hard copy or electronic format are listed on Schedule 2.02(d);

(e) all rights of the Sellers arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby;

(f) any Purchased Asset sold or otherwise disposed pursuant to Section 5.01(b) prior to the Closing Date;

(g) (i) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, “**Avoidance Actions**”) against any Person; *provided, however*, that it is understood and agreed by the parties that the Sellers will not pursue or cause to be pursued any Avoidance Actions and (ii) any proceeds of any settlement actually received prior to the Closing of any claims, counterclaims, rights of offset or other causes of action of any of the Sellers against any Person;

(h) all receivables, claims or causes of action to the extent that they relate to any of the Excluded Assets or Excluded Liabilities;

(i) all Intercompany Receivables;

(j) all assets set forth on Schedule 2.02(j) which, for the avoidance of doubt, will reflect all of the Sellers' and their Affiliates right, title and interest in, to and under the assets, properties and business that do not constitute "Purchased Assets" as set forth in this Agreement;

(k) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof;

(l) all licenses, permits or other governmental authorizations that are not set forth on Schedule 2.01(e) (the "**Excluded Licenses**"); and

(m) any asset owned by the Sellers that is not a Purchased Asset including for the avoidance of doubt, any and all CMS Assets and Eagle Assets and causes of action relating to the rights under the DIP Financing Order and any commercial tort claims that do not relate to Purchased Assets, listed on Schedule 2.02(m).

SECTION 2.03 *Assumed Liabilities.* Upon the terms and subject to the conditions of this Agreement, the Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations of the Sellers with respect to, arising out of or relating to the following (the "**Assumed Liabilities**"):

(a) all liabilities and obligations arising under the Purchased Contracts and the Purchased Licenses (including all Cure Costs relating to the Purchased Contracts) arising from and after the Closing;

(b) all liabilities in respect of customers party to Purchased Contracts, including all customer claims against any Seller arising from and after the Closing;

(c) the ownership, possession or use of the Purchased Assets and the Buyer's operation of the Business, in each case, from and after the Closing;

(d) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing, excluding Intercompany Payables;

(e) all liabilities for Taxes with respect to the Purchased Assets or the operation of the Business that are incurred in, or attributable to any tax period that begins on or after the Closing Date (and Taxes for the Straddle Period not allocated to the Pre-Closing Tax Period pursuant to Section 8.01(c)); and

(f) all liabilities set forth on Schedule 2.03(f).

SECTION 2.04 *Excluded Liabilities.* Notwithstanding any provision in this Agreement, any Ancillary Agreement or any other writing to the contrary, the Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller or any Affiliate thereof of whatever nature, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and

liabilities of the Sellers (all such liabilities and obligations not being assumed being herein referred to as the “**Excluded Liabilities**”). For the avoidance of doubt, except as otherwise provided in Section 8.01(c) with respect to Transfer Taxes, Excluded Liabilities shall include (i) any and all liability for Taxes (or the non-payment thereof) imposed on: (A) income of the Sellers, regardless of the taxable period to which such Taxes relate (excluding any such Taxes that are an Assumed Liability); and (B) the Purchased Assets or the operation of the Business that are incurred in, or attributable to any Pre-Closing Tax Period and (ii) any and all liabilities with respect to (A) Benefit Plans, whether arising before, at or after Closing, (B) all Business Employees who do not become Transferred Employees, whether arising before, at or after Closing, and (C) all Business Employees to the extent arising before or at the Closing.

SECTION 2.05 *Assignment of Contracts and Rights.*

(a) Schedule 2.01(e) sets forth with respect to each Purchased Contract, the Sellers’ good-faith estimate of the amount required to be paid with respect to each Purchased Contract to cure all monetary defaults under such Purchased Contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the “**Cure Costs**”). The Buyer may identify any Purchased Contract that the Buyer no longer desires to have assigned to it in accordance with Section 2.05(f). All contracts of the Sellers that are not listed on Schedule 2.01(e) shall not be considered a Purchased Contract or Purchased Asset.

(b) Prior to the Closing, the Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract, including the right (subject to Section 5.01) to negotiate in good faith and litigate, if necessary, with any Purchased Contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract, in all cases, in reasonable consultation with the Buyer. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(e), then the Buyer shall be entitled, in its sole discretion, to either (i) to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed), or (ii) reduce the Purchase Price by the amount such aggregate excess exceeds \$500,000; provided that such Purchase Price reduction shall not exceed \$3,000,000. The Parties shall use reasonable efforts in good faith to cooperate in regard to any negotiation with the counterparty to a Purchased Contract regarding the amount of the Cure Cost for such contract and the allowance thereof by the Bankruptcy Court including in the event that such counterparty asserts or proposes a Cure Cost amount in excess of the amount listed on Schedule 2.01(e) and (on a confidential basis) the Parties shall share with each other the relevant information underlying their respective assessments and calculations of such Cure Cost.

(c) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order,

subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer.

(d) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of this Agreement or in any Ancillary Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Buyer of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any consent from any Governmental Entity or any other third party and such consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then for a period of three months following the Closing, the Buyer shall use its commercially reasonable efforts at its sole expense and subject to any approval of the Bankruptcy Court that may be required, and the Sellers shall use commercially reasonable efforts to cooperate with the Buyer, to obtain such consent as promptly as practicable following the Closing. Pending the receipt of such consent, for such three-month period following the Closing, the parties shall, at the Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with each other to provide the Buyer with all of the benefits and burdens of use of such asset. If consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the Buyer. For such three-month period following the Closing, the Sellers shall hold in trust for, and pay to the Buyer, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.05(e). The parties agree to treat any asset the benefits of which are transferred pursuant to this Section 2.05(e) as having been sold to the Buyer for Tax purposes to the extent permitted by Law.

(f) Notwithstanding anything in this Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.01(e) setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such Schedule in each case at any time during the period commencing from the date hereof and ending on the date that is three (3) Business Days before the commencement of the Sale Hearing (the "**Designation Deadline**"). Automatically upon the addition of any contract to Schedule 2.01(e), on or prior to

the Designation Deadline, such contract shall be a Purchased Contract for all purposes of this Agreement. Automatically upon the removal of any contract from Schedule 2.01(e), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, the Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts.

SECTION 2.06 *Purchase Price; Incremental Purchase Price; Allocation of Purchase Price.*

(a) In consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the applicable counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer pursuant to Section 2.05, pay to Sungard AS at the Closing an amount equal to \$52,500,000 in cash (the “**Purchase Price**”) subject to adjustment, pursuant to Section 2.05(b)(ii), this Section 2.06(a), and Schedule 2.06(a)(i) and Schedule 2.06(a)(ii).

(i) The parties hereto agree to the proration process and methodology set forth on Schedule 2.06(a)(i).

(ii) The parties agree the Purchase Price shall be net, whether up or down, of the adjustments set forth on Schedule 2.06(a)(ii).

(b) Within ninety (90) days after the Closing, the Buyer shall deliver to Sungard AS a proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) as of the Closing Date among the Purchased Assets determined on a Seller-by-Seller basis in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (“**Allocation Statement**”). If Sungard AS disagrees with the Allocation Statement, Sungard AS may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the “**Sungard AS’s Allocation Notice**”) to the Buyer to such effect, specifying those items as to which Sungard AS disagrees, the basis for such disagreement, and setting forth Sungard AS’s proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing. If the Sungard AS’s Allocation Notice is duly and timely delivered, Sungard AS and the Buyer shall, during the twenty (20) days immediately following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes). In the event the Parties are unable to resolve any such dispute within such twenty (20) day period, neither the Buyer nor the Sellers will be bound by the Allocation Settlement, and each of the Parties may independently determine its own allocation of the Purchase Price for income Tax purposes and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing.

(c) The Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that the Buyer may be required to deduct and withhold under any provision of Tax Law provided that if a Seller provides a duly executed IRS Form W-9, the Buyer shall not withhold any Taxes from any payment to such Seller. To the extent any such amount is to be so deducted and withheld by the Buyer, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Entity in accordance with the applicable provisions of Tax Law. All such amounts, to the extent deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person from whom such amount was deducted and withheld.

SECTION 2.07 *Good Faith Deposit.* On the date of this Agreement as approved by the Sale Order and subject to the terms set forth therein, the Buyer shall deposit into escrow with an escrow agent designated in writing by Sungard AS (the “**Escrow Agent**”) an amount equal to \$5,250,000 (such amount, the “**Good Faith Deposit**”) by wire transfer of immediately available funds. On the date of the termination of this Agreement or the Closing Date, as applicable, Buyer and the Sellers shall provide joint written instructions to the Escrow Agent instructing the Escrow Agent to release the Good Faith Deposit and deliver it promptly to either (a) the Buyer or (b) Sungard AS on behalf of the Sellers as follows:

- i. if the Closing shall occur, the Good Faith Deposit shall be applied toward the Purchase Price payable by the Buyer to Sungard AS;
- ii. if this Agreement is terminated by the Sellers pursuant to (A) Section 12.01(b) and any of the conditions of Section 10.03 fail to be satisfied or waived or (B) Section 12.01(f), the Good Faith Deposit shall be delivered to Sungard AS; or
- iii. if this Agreement is terminated other than in a manner provided by the preceding clause (ii), the Good Faith Deposit shall be returned to the Buyer promptly after termination of this Agreement.

SECTION 2.08 *Closing.* The closing (the “**Closing**”) of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or in an electronic closing format, as soon as possible, but in no event later than two (2) Business Days, after satisfaction or waiver (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing) of the conditions set forth in Article 10, or at such other time, date or place (which may be virtual) as the Buyer and Sungard AS may mutually agree.

SECTION 2.09 *Deliveries at the Closing.*

- (a) At the Closing, the Sellers shall deliver to the Buyer:
 - i. the bill of sale transferring the Purchased Assets to the Buyer substantially in the form of Exhibit B attached hereto (the “**Bill of Sale**”), duly executed by the Sellers;

- ii. the assignment and assumption agreement to be entered into between the Sellers and the Buyer substantially in the form of Exhibit C attached hereto (the “**Assignment and Assumption Agreement**”), duly executed by the Sellers;
 - iii. assignments of the Seller Intellectual Property, substantially in the forms of Exhibit D attached hereto (the “**Intellectual Property Assignment Agreements**”), duly executed by the Sellers;
 - iv. the transition services agreements to be entered into between the Sellers, certain Persons that acquire the CMS Assets and the Eagle Assets (including through a plan of reorganization) and the Buyer, in a form mutually agreeable to the Buyer (to include reasonable assurances that the services provided shall continue, including following any sale of the CMS Assets or the Eagle Assets or other sale by Sellers), and the Sellers (collectively, the “**Transition Services Agreements**”), duly executed by the Sellers and such Persons;
 - v. lease amendments with respect to the real property listed on Schedule 2.01(a) consistent with Schedule 2.06(a)(ii);
 - vi. a master services agreement and colocation service order, and network services order between the Buyer or one of its Affiliates and such Person that acquires from Seller or its Affiliates the cloud and managed service business and the recovery services business previously operated by the Sellers or their Affiliates, in a form mutually agreeable to the Buyer and the Sellers (the “**Master Services Agreement**”); and
 - vii. an IRS Form W-9 duly executed by each such Seller.
- (b) At the Closing, the Buyer shall deliver to the Sellers:
- i. an amount equal to the sum of (A) the Purchase Price (including pursuant to release by the Escrow Agent of any portion of the Purchase Price from the Good Faith Deposit), *plus or minus* (B) any adjustments pursuant to Section 2.05(b)(ii) and set forth on Schedule 2.06(a), by wire transfer of immediately available funds to an account or accounts designated in writing by Sungard AS no later than three (3) Business Days prior to Closing;
 - ii. the Assignment and Assumption Agreement, duly executed by the Buyer;
 - iii. the Bill of Sale, duly executed by the Buyer;
 - iv. each Intellectual Property Assignment Agreement, duly executed by the Buyer;
 - v. the Transition Services Agreements, duly executed by the Buyer; and
 - vi. the Master Services Agreement, duly executed by the Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed on the disclosure schedules delivered by the Sellers to the Buyer immediately prior to the execution of this Agreement (the “**Disclosure Schedules**”), each Seller represents and warrants to the Buyer solely with respect to the Business, the Purchased Assets and the Assumed Liabilities as follows:

SECTION 3.01 *Corporate Existence and Power.* Each Seller is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted.

SECTION 3.02 *Corporate Authorization.* Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court’s entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the Sellers’ powers and authorities and have been duly authorized by all necessary action on the part of each Seller. On the date which the Sale Order is entered, this Agreement and the Ancillary Agreements will constitute valid and binding agreements of the Sellers (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 3.03 *Governmental Authorization.* Except as disclosed in Schedule 3.03 of the Disclosure Schedules, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity, agency or official other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

SECTION 3.04 *Taxes.*

(a) All income and other material Tax Returns with respect to the Business or the Purchased Assets required to be filed by the Sellers for any Pre-Closing Tax Period have been filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All material Taxes due and owing by the Sellers with respect to the Business or the Purchased Assets (whether or not shown on such Tax Return) have been timely paid.

(b) The Sellers have with respect to the Business or the Purchased Assets timely withheld, deducted, and paid all material Taxes required to have been withheld, deducted, and paid over in connection with amounts paid or owing to any employee, creditor, independent contractor, member or other third party (including any unpaid Taxes imposed as a result of the misclassification of workers as independent contractors), and complied in all material respects with all reporting, recordkeeping, information reporting, and backup withholding requirements related to such Taxes under applicable Law.

(c) Except as disclosed in Schedule 3.04(c), no material deficiencies for Taxes with respect to the Business or the Purchased Assets have been claimed, proposed or

assessed by any Taxing Authority. Except as disclosed in Schedule 3.04(c), no Seller is currently the subject of any audit or other examination of Taxes by any Taxing Authority with respect to the Business or the Purchased Assets. All deficiencies asserted, or assessments made, against any Seller in writing and with respect to the Business or the Purchased Assets as a result of any examinations by any Taxing Authority have been fully paid.

(d) There are no Liens for Taxes on any of the Purchased Assets other than Permitted Liens.

SECTION 3.05 *Noncontravention.* Subject to the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate the organizational documents of any Seller, (b) assuming compliance with the matters referred to in Section 3.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (c) except as to matters which would not have or would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset or Assumed Liability or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens.

SECTION 3.06 *Required Consents.* Except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, for the Business or Purchased Assets and as disclosed on Schedule 3.06, there is no agreement or other instrument binding upon any Seller requiring a consent, notice or other action by any Person as a result of the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, except such consents, notices or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

SECTION 3.07 *Absence of Certain Changes.* Except as disclosed in Schedule 3.07 of the Disclosure Schedules and matters arising from the Chapter 11 Cases or authorized by the Bankruptcy Court, since March 1, 2022, the Business has been conducted in the ordinary course consistent with past practices and there has not been, with respect to the Business or the Purchased Assets:

(a) any change, effect, event, occurrence, circumstance, state of facts or development which has had or would reasonably be likely to have a Material Adverse Effect;

(b) any creation or other incurrence of any Lien on any Purchased Asset other than Permitted Liens;

(c) any transaction or commitment made, or any contract or agreement entered into, by the Sellers relating to any Purchased Asset, material to such Purchased Asset, other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement or any Ancillary Agreement; or

(d) except as disclosed in Schedule 3.07(d), regarding the Business, any (i) employment, deferred compensation, severance or retirement agreement entered into with any officer or senior executive employed by any Seller (or any material amendment to any such existing agreement), (ii) grant of any severance or termination pay to any officer or senior executive employed by any Seller or (iii) material change in compensation or other benefits payable to any officer or senior executive employed by any Seller pursuant to any severance or retirement plans or policies thereof, in each case, other than in the ordinary course of business consistent with past practices.

SECTION 3.08 *Reserved.*

SECTION 3.09 *Material Contracts.* Except for the Purchased Contracts, Excluded Contracts or contracts disclosed in Schedule 3.09 of the Disclosure Schedules, with respect to the Business, no Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for annual rentals of \$250,000 or more that cannot be terminated on not more than sixty (60) days' notice without payment by such Seller of any material penalty;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by such Seller of \$500,000 or more or (B) aggregate payments by such Seller of \$100,000 or more, in each case that cannot be terminated on not more than sixty (60) days' notice without payment by the Sellers of any material penalty;

(iii) any sales, distribution or other similar agreement providing for the sale by such Seller of goods, services or other assets that provides for annual payments to such Seller of \$500,000 or more;

(iv) any agreement relating to the acquisition or disposition of any material business or assets (whether by merger, sale of stock, sale of assets or otherwise);

(v) any material agreement that limits the freedom of such Seller to compete in any line of business or with any Person or in any area or to solicit or otherwise do business with any Person;

(vi) any collective bargaining agreement with a union or similar labor organization representing employees of Sellers and any defined benefit pension plan contributed to, or required to be contributed to by any Seller, under which any Seller has a current or potential liability or under which any employee or former employee of any Seller participates;

(vii) any policy of insurance covering any Seller, the Purchased Assets, the Business, the Business Employees or liability, performance or payment thereof; or

(viii) any material agreement with or for the benefit of any Affiliate of any Seller.

SECTION 3.10 *Litigation.* Except as disclosed in Schedule 3.10 of the Disclosure Schedules and other than the Chapter 11 Cases and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Business or the Purchased Assets before any court or arbitrator or any Governmental Entity, agency or official which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.11 *Compliance with Laws and Court Orders.* To the Knowledge of Sellers, no Seller is in material violation of any Law, rule, regulation, judgment, injunction, order or decree applicable to the Purchased Assets or the conduct of the Business.

SECTION 3.12 *Properties.*

(a) Schedule 3.12(a) of the Disclosure Schedules includes a description of all real property used or held for use primarily in the Business which any Seller leases, operates or subleases (the “**Real Property**”).

(b) The Sellers have good valid leasehold interests in title to all leased Real Property or personal property, has valid leasehold interests in, all Purchased Assets.

SECTION 3.13 *Employee Benefit Plans.*

(a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.13(a). With respect to each material Benefit Plan with respect to the Business, the Sellers have provided to the Buyer, a true, correct and complete copy (or, to the extent no such copy exists or the Benefit Plan is not in writing, a written description) thereof and, to the extent applicable, (i) all material documents constituting such Benefit Plan, (ii) any related trust agreements and all other material contracts currently in effect with respect to such Benefit Plan, (iii) discrimination tests for the most recent plan year, (iv) the most recent IRS determination or opinion letter, (v) the most recent IRS Form 5500 (including schedules), and (vi) the most recent financial statements.

(b) The Sellers and its ERISA Affiliates, with respect to the Business, do not maintain, contribute to, or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, and within the last six (6) years have not maintained, contributed to or had any direct or indirect liability, whether contingent or otherwise, with respect to (i) any employee benefit plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, (ii) any “multiemployer plan” (as defined in Section 4001(a)(3) or 3(37) of ERISA), (iii) any multiple employer plan (as described in Section 413(c) of the Code) or (iv) any multiple employer welfare arrangement, as defined in Section 3(40) of ERISA.

(c) No Benefit Plan related to the Business provides post-termination, post-ownership, or retiree health or welfare benefits to any Person beyond those required by COBRA

for which the covered Person pays the full premium cost of coverage or any post-employment benefits continuation required by applicable Law.

(d) To the Knowledge of Sellers, each Benefit Plan related to the Business, which is intended to be qualified under Section 401(a) of the Code, can rely on an IRS opinion letter as to its qualified status, has received a currently valid favorable determination letter, or has pending or has time remaining in which to timely file an application for such determination, from the Internal Revenue Service, and to the Knowledge of Sellers, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification. Except as disclosed in Schedule 3.13(d) of the Disclosure Schedules, each Benefit Plan has been established, maintained and administered in material compliance with its terms and with the requirements prescribed by any and all applicable Laws, statutes, orders, rules and regulations, including ERISA and the Code.

(e) With respect to each Benefit Plan related to the Business, there are no actions or other claims, audits, investigations, litigation or disputes (other than routine individual claims for benefits in the ordinary operation of the Benefit Plans) pending or, to the Knowledge of Sellers, threatened.

(f) Except as disclosed on Schedule 3.13(f) and solely as related to the Business, neither the execution of, nor the consummation of the transactions contemplated by, this Agreement, whether alone or combined with the occurrence of any other event, will, (i) entitle person employed in the operation of the Business or other individual service provider to any compensation or benefit or increase in amount thereof, (ii) accelerate the time of payment, funding or vesting of any compensation or benefit, or (iii) result in the payment or benefit that is or could be characterized as an “excess parachute payment” (within the meaning of Section 280G of the Code).

SECTION 3.14 *Labor Matters.*

(a) No Seller is a party to or bound by any collective bargaining agreement or other labor union contract applicable to their employees, no collective bargaining agreement is currently being negotiated with respect to any of the Sellers’ employees, and no Seller employees are represented by a labor union. There is no pending, or to the Sellers’ Knowledge, threatened, strike, work stoppage or material labor dispute concerning the Sellers’ employees.

(b) (i) The Sellers are in material compliance with all applicable Laws relating to labor and employment, including, but not limited to, all Laws relating to the hiring, promotion, and termination of employees; fair employment practices; equal employment opportunities; wages and hours; labor relations; discrimination and harassment; disability; immigration; workers’ compensation; and occupational safety and health, and (ii) to the Knowledge of the Sellers, each of the Sellers’ employees has all work permits, immigration permits, visas or other authorizations required by Law for such employee given the duties and nature of such employee’s employment.

(c) In the past three (3) years, there has been no “mass layoff” or “plant closings” (each as defined under the Worker Adjustment and Retraining Act of 1988, and any similar state, local or foreign Law, collectively the “**WARN Act**”), relocations, layoffs, furloughs,

or other employment losses that triggered or could trigger notice or otherwise implicate the WARN Act.

(d) In the past three (3) years, no written allegations of sexual or other harassment or discrimination have been made, or to the Knowledge of Sellers threatened to be made, against any current or former officer, executive, or management employee of any of the Sellers, and there have been no settlement agreements, or similar written arrangements entered into in connection with any such allegations.

SECTION 3.15 *Intellectual Property Matters.*

(a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.15 of the Disclosure Schedules, good and valid title is held solely and exclusively by the Sellers and free and clear of any Liens. The Sellers have not received written notice that any other Person, other than a Seller, claims ownership interest in any material Seller Intellectual Property.

(b) There are no court or adjudicative order to which any of the Sellers are parties that restrict the rights of those Sellers to use any of the material Seller Intellectual Property or permit any other Person to use the material Seller Intellectual Property.

(c) To the Knowledge of Sellers, no Person is infringing upon any Seller Intellectual Property. The Sellers have not brought any action or proceeding alleging that any Person is infringing upon any Seller Intellectual Property.

(d) To the Knowledge of Sellers, none of the Seller Intellectual Property, the processes performed by the Seller Intellectual Property, and/or use of the Seller Intellectual Property materially infringe upon Intellectual Property of any other Person.

(e) The Sellers have taken commercially reasonable and customary steps to maintain their proprietary rights in the material Seller Intellectual Property, and to preserve the secrecy and confidentiality of all material Seller Intellectual Property that constitutes confidential or proprietary information, and/or trade secrets.

(f) To the Knowledge of Sellers, no product included in the material Seller Intellectual Property contains any (i) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access or to disable, erase, or otherwise harm any product or (ii) any back door, time bomb, drop dead device, or other software routine designed to disable a product automatically with the passage of time or under the positive control by unauthorized Person.

SECTION 3.16 *Finders' Fees.* Except as set forth on Schedule 3.16, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers with respect to the Purchased Assets who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.17 *Outages and Security.* Except as disclosed in Schedule 3.17, from January 1, 2020 through the Closing Date, there has been no material interruption of power service or of any fiber, network or other communications service at the Business that could reasonably be expected to give any customer of Seller a right to terminate its customer contract or be entitled to any fee abatements, credits, refunds or discounted future fees from the Sellers. The Sellers have implemented reasonable administrative, technical and physical safeguards consistent with industry practice with respect to the physical security of the Business and the protection of the Business from illegal or unauthorized access or use by its personnel or third parties. To the Knowledge of Sellers, since January 1, 2020, the physical security of the Business has not been materially breached or alleged to have been materially breached due to any actual or alleged fault or failure of any Seller and no Person has gained unauthorized access to the Business or to any communications or information technology equipment included in the Business.

SECTION 3.18 *Exclusivity of Representations and Warranties.* The representations and warranties made by the Sellers in this Agreement are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. The Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to the Buyer or the Guarantor or their officers, directors, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data not included in this Agreement).

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER AND GUARANTOR

The Buyer and the Guarantor represent and warrant to each Seller that:

SECTION 4.01 *Corporate Existence and Power.*

(a) The Buyer is a limited liability company duly incorporated, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) The Guarantor is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business.

SECTION 4.02 *Corporate Authorization.* The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the powers of the Buyer and the Guarantor and have been duly authorized by all necessary corporate action on the part of each Buyer and the Guarantor. This Agreement and the Ancillary Agreements constitutes valid and binding agreements of the Buyer and the Guarantor (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 4.03 *Governmental Authorization.* The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or material filing with, any Governmental Entity, agency or official.

SECTION 4.04 *Noncontravention.* The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer or the Guarantor, (ii) assuming compliance with the matters referred to in Section 4.03, violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which the Buyer or the Guarantor is entitled under any provision of any agreement or other instrument binding upon the Buyer or the Guarantor or (iv) result in the creation or imposition of any material Lien on any asset of the Buyer or the Guarantor.

SECTION 4.05 *Financing.* The Buyer has, or will have prior to the Closing, sufficient funds available to deliver the Purchase Price to the Sellers and any other amounts to be paid by it hereunder and to otherwise consummate the transactions contemplated by this Agreement, including the timely satisfaction of the Assumed Liabilities.

SECTION 4.06 *Litigation.* There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer or the Guarantor threatened against or affecting, the Buyer or the Guarantor before any court or arbitrator or any Governmental Entity, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.07 *Finders' Fees.* There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Buyer or the Guarantor who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.08 *Inspections; No Other Representations.* The Buyer is an informed and sophisticated buyer, and has engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Each of the Guarantor and the Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Without limiting the generality of the foregoing, the Guarantor and the Buyer acknowledge that none of the Sellers makes any representation or warranty with respect to (i) any projections (including with respect to any balance sheet), estimates or budgets delivered to or made available to the Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to the Buyer or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement.

SECTION 4.09 *Not Foreign Person.* The Buyer is not a “Foreign Person” as such term is defined at 31 C.F.R § 800.224 and/or 31 C.F.R. § 802.221.

ARTICLE 5
COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business.* Except as may be required by the Bankruptcy Code and by the Bankruptcy Court in the Chapter 11 Cases, from the date hereof until the Closing Date, the Sellers shall use commercially reasonable efforts to (a) conduct the Business in the ordinary course of business consistent with past practice over the past six (6) months, (b) preserve intact the business organizations, relationships and good will with third parties and (c) keep available the services of the present employees of the Sellers in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.01, the Sellers will not:

- (a) with respect to the Business, acquire a material amount of assets from any other Person, except in the ordinary course consistent with past practice;
- (b) sell, lease, license or otherwise dispose of any Purchased Assets except (i) pursuant to existing contracts or commitments that are listed on the Disclosure Schedules, or (ii) such sales, leases, licenses or other disposals that are made in the ordinary course of business consistent with past practice that do not to exceed \$50,000 individually or \$100,000 in the aggregate, or (iii) pursuant to Sections 363 or 365 of the Bankruptcy Code;
- (c) agree or commit to do any of the foregoing; or
- (d) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b).

SECTION 5.02 *Access to Information.* From the date hereof until the Closing Date, each Seller will (i) give the Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, employees, books and records of such Seller relating to the Business and the Purchased Assets, and (ii) furnish to the Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business and the Purchased Assets as such Persons may reasonably request; *provided, however*, that such access shall be coordinated through Persons as may be designated in writing by the Sellers for such purpose. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business. Notwithstanding the foregoing, the Buyer shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall the Buyer have access to personnel records of any Seller relating to individual performance or evaluation records, medical histories or other information which the disclosure of which could subject such Seller to risk of liability or would violate applicable Law.

SECTION 5.03 *Notices of Certain Events.* The Sellers shall promptly notify the Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) any material notice or other communication from any Governmental Entity in connection with the Business, the Purchased Assets or the transactions contemplated by this Agreement or the Ancillary Agreements; and

(c) any material actions, suits, claims, proceedings or, to the Knowledge of Sellers, investigations commenced that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10.

ARTICLE 6 COVENANTS OF BUYER AND GUARANTOR

SECTION 6.01 *Access.* On and after the Closing Date, the Buyer will afford promptly to the Sellers and their agents and successors reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit the Sellers to determine any matter relating to its rights and obligations hereunder or any other reasonable business purpose related to the Excluded Liabilities or to any period ending on or before the Closing Date; provided that any such access by the Sellers shall not unreasonably interfere with the conduct of the business of the Buyer, provided, further, that such access shall not give rise to any claim or type of contingency in favor of the Buyer. The Sellers will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning the Buyer or the Business provided to them pursuant to this Section 6.01.

ARTICLE 7 COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Reasonable Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, the Buyer and the Sellers will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Prior to and after Closing, the Sellers and the Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in the Buyer good title to the Purchased Assets, *provided, however*, that the Sellers are not obligated to incur any material cost or expense or initiate or join in any litigation in order to meet the obligations under this Section 7.01.

SECTION 7.02 *Certain Filings.* The Sellers and the Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions

contemplated by this Agreement and the Ancillary Agreements and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03 *Public Announcements.* Except for filings effectuated by the Sellers in connection with the Chapter 11 Cases, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable Law (including the Bankruptcy Code) or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.04 *Bankruptcy Court Approval.*

(a) The Sellers and the Buyer shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of an order of the Bankruptcy Court (the “**Sale Order**”) in a form to be mutually agreed by the parties hereto prior to the Sale Hearing and later attached hereto as Exhibit E approving this Agreement and authorizing the transactions contemplated hereby. The Sellers and the Buyer shall consult with one another regarding pleadings which any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court in connection with or which might reasonably affect, the Bankruptcy Court’s entry of the Sale Order. The Sellers shall use commercially reasonable efforts to provide the Buyer and its counsel with draft copies of all notices and filings to be submitted by the Sellers to the Bankruptcy Court pertaining to the proposed Sale Order.

(b) Sellers shall seek entry of the Sale Order by the Bankruptcy Court to approve this Agreement and authorize the transactions contemplated hereby without conducting an auction as contemplated in the bidding procedures (the “**Bidding Procedures**”) attached as an exhibit to the order of the Bankruptcy Court approving the Bidding Procedures.

(c) If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, re-argument, reversal or leave to appeal shall be filed with respect to the Sale Order or other such order), the Sellers and the Buyer will, at the sole cost and expense of the Sellers, cooperate in taking such steps diligently to defend such appeal, petition or motion and shall seek an expedited resolution of any such appeal, petition or motion, *provided, however*, the Sellers’ obligations in regard to such appeal, petition or motion are subject to Section 7.06.

SECTION 7.05 *Notice and Cure of Breach.* If at any time (a) the Buyer becomes aware of any material breach by any Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by any Seller, or (b) any Seller becomes aware of any material breach by the Buyer of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by the Buyer, the party becoming aware of such breach shall notify the other parties, in accordance with Section 14.01, promptly following first becoming aware of such breach. Upon such notice of breach, the breaching party shall have

fourteen (14) days following receipt of such notice to cure such breach before the non-breaching party may exercise of any remedies in connection therewith.

SECTION 7.06 *Communications with Customers and Suppliers.* Prior to the Closing, the Buyer shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, the Sellers' customers, suppliers, licensors, licensees and other Persons with which the Sellers have commercial dealings without obtaining the prior written consent of the Sellers, not to be unreasonably withheld, conditioned or delayed.

SECTION 7.07 *Winding Up; Dissolution; Liquidation.* Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit the Sellers from ceasing their respective operations or winding up their respective affairs at any time after the Closing Date, it being acknowledged and agreed by the Buyer that the Sellers may wind up their respective affairs and liquidate and dissolve their respective existences as soon as reasonably practicable following the Closing Date or the consummation of a liquidating plan under Chapter 11 of the Bankruptcy Code.

ARTICLE 8 TAX MATTERS

SECTION 8.01 *Tax Cooperation; Allocation of Taxes.*

(a) The Buyer and the Sellers will reasonably cooperate, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and any audit, litigation or other dispute with respect to Taxes related to the Transferred Employees, the Business or the Purchased Assets. The Buyer and the Sellers further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate or reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated under this Agreement or the Ancillary Agreements) with respect to the transactions contemplated by this Agreement. Each party shall provide the other with at least ten (10) days prior written notice before destroying any such books and records with respect to Taxes pertaining to the Purchased Assets, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records.

(b) Within a reasonable time after the Buyer or the Sellers receives notice of any deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim related to Taxes pertaining to Purchased Assets with respect to any Pre-Closing Tax Period (a "**Tax Contest**"), the Buyer will notify Sungard AS in writing of such Tax Contest (or, if the Sellers receive such notice, Sungard AS will notify the Buyer).

(i) Sungard AS shall have the right to elect to control the conduct of any Tax Contest that relates solely to Taxes imposed with respect to a Pre-Closing Tax Period that may not reasonably be expected to adversely affect the liability for Taxes imposed on Buyer; provided that Sungard AS shall (A) keep the Buyer fully and timely informed with

respect to such Tax Contest, and (B) afford the Buyer the opportunity to be participate at its own expense in such Tax Contest; provided further, that Sungard AS shall not settle or otherwise compromise any such Tax Contest without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.

(ii) Sungard AS shall have the right to participate jointly with the Buyer in any Tax Contest relating to a Straddle Period (or a Pre-Closing Tax Period that may reasonably be expected to adversely affect the liability for Taxes imposed on Buyer), if and to the extent that such period includes any Pre-Closing Taxable Period, at the Sungard AS's cost and expense. Any settlement or other disposition of any Tax Contest relating to a Straddle Period may only be made with the consent of Sungard AS and the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) The Buyer shall have sole control over any Tax Contest relating to a taxable period that begins after the Closing Date.

(c) To the extent not exempt under Section 1146(c) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by the Buyer. The Buyer and the Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

(d) For purposes of this Agreement, the Property Taxes and other Taxes imposed on a periodic basis with respect to the assets in respect of the Purchased Assets for any taxable period that begins prior to the Closing Date and ends after the Closing Date (each, a "**Straddle Period**") deemed allocable to the Pre-Closing Tax Period shall be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the taxable period of the period ending on the day immediately prior to the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. The amount of all other Taxes for the Pre-Closing Tax Period shall be deemed allocable to the Pre-Closing Tax Period deemed equal to the amount which would be payable if the taxable year ended on the Closing Date, as determined by means of a closing of the books and records of the Seller as of the end of the day on the Closing Date.

ARTICLE 9 EMPLOYEE MATTERS

SECTION 9.01 *Employee Matters.*

(a) Transferred Employees. Schedule 9.01(a) sets forth a list of all individuals employed by the Sellers who provide services primarily to the Business as of the date hereof (each such individual, a "**Business Employee**"), including their title or position and work location, which schedule will be updated by the Sellers no later than five (5) Business Days prior to the Closing Date. After entry of the Sale Order and prior to Closing, the Buyer or one of its Affiliates

shall offer at-will employment to each Business Employee, effective as of the Closing, on terms and conditions of the Form of Buyer Offer Letter attached hereto as Exhibit F. With respect to Business Employees who are Key Employees, such Key Employees have indicated to the Buyer subsequent to the date hereof a willingness to accept the Buyer Offer Letter and as of Closing to commence such employment with the Buyer or one of its Affiliates. Any Business Employee who accepts the Buyer's or its Affiliate's offer of employment and commences employment with the Buyer or such Affiliate shall be referred to as a "**Transferred Employee**." The employment of the Transferred Employees with the Buyer or one of its Affiliates shall be effective as of the Closing. For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee with: (i) the same base salary or hourly wage rate, as applicable, that applied to such Transferred Employee immediately prior to the date hereof; (ii) substantially comparable annual cash incentive opportunities as those to which similarly-situated employees of the Buyer and its Affiliates are entitled; and (iii) the same employee benefits to which similarly-situated employees of the Buyer and its Affiliates are entitled; provided, that the Buyer's obligation to provide such employee benefits shall commence on the first day of the month immediately following the month in which the Closing occurs.

(b) Cooperation. In connection with the Buyer's obligations under this Article 9, prior to the Closing the Sellers shall reasonably cooperate with and assist the Buyer, including: (i) providing such information, to the extent not prohibited by applicable Law, reasonably requested by the Buyer of the Business Employees; and (ii) making the Business Employees available to the Buyer, without interference with the Business, with reasonable advance notice and during normal business hours, for purposes of interviewing and onboarding. The Sellers shall not take, cause or allow to be taken any action intended to impede, hinder, interfere or otherwise compete with the Buyer's or its Affiliate's effort to hire any Business Employee. The Buyer shall not be responsible for any liability, obligation or commitment arising out of any Business Employee's employment or termination of employment with the Sellers or non-acceptance of the Buyer's offer of employment or failure to commence employment with the Buyer, which liabilities, obligations and commitments shall remain those of the Sellers, subject in each case to Buyer's compliance with its obligations pursuant to this Article 9.

(c) Service Credit. The Buyer and its Affiliates shall treat, and shall cause each plan, program, policy, practice and arrangement sponsored or maintained by the Buyer or any of its Affiliates on or after the Closing Date in which any Transferred Employee (or the spouse, domestic partner or dependent of any Transferred Employee) participates on or after the Closing Date (each, a "**Buyer Plan**") to treat, for purposes of eligibility, vesting and benefit accrual (but not for purposes of benefit accruals under any defined benefit plan), all service with the Sellers and their Affiliates (and any predecessor employers to the extent the Sellers and their Affiliates or any corresponding Benefit Plan provides for past service credit) as service with the Buyer and its subsidiaries and Affiliates; provided, however, that such service need not be credited to the extent it would result in duplication of benefits and such service need only be credited to the same extent and for the same purpose as such service was credited under the corresponding Benefit Plan.

(d) Welfare Benefits. The Buyer and its Affiliates, shall use commercially reasonable efforts to cause each Buyer Plan that is a medical or dental plan and in which any Transferred Employee participates after Closing to: (i) waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing

conditions limitations and other exclusions and limitations, regarding the Transferred Employees and their spouses, domestic partners and dependents to the extent such exclusions, requirements or limitations were waived or satisfied by (or were not applicable) a Transferred Employee under the corresponding Benefit Plan and (ii) recognize for each Transferred Employee any deductible, copayment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under the corresponding Benefit Plan with respect to the plan year in which occurs the later of the Closing Date and the date on which such Transferred Employee begins participating in such Buyer Plan for purposes of satisfying the corresponding deductible, co-payment, and out-of-pocket provisions under such Buyer Plan. The Transferring Employees shall remain in active participation in the Benefit Plans through the last day of the month in which the Closing occurs and effective as of such day the Transferred Employees shall cease such participation. The Sellers shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred by the Business Employees on or prior to such last day of participation.

(e) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any employee, independent contractor, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing contained herein, express or implied, (i) shall be construed to establish, amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement, policy or scheme, including any Benefit Plan, or restrict or otherwise limit the right of any party hereto to amend, terminate or otherwise modify any such plans or arrangements, or (ii) shall be construed as a guarantee of employment for any period, or a restriction or other limitation on the right of any party hereto to terminate the employment of any individual at any time. The parties hereto agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or other service provider.

(f) Wage Reporting. The Buyer and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the “Alternate Procedure” provided in Section 5 of Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting for employees of the Sellers who become employees of the Buyer in connection with the transactions contemplated by this Agreement.

ARTICLE 10 CONDITIONS TO CLOSING

SECTION 10.01 *Conditions to Obligations of Buyer and Sellers.* The obligations of the Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) *No Orders.* No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing.

(b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal, which Sale Order shall include findings under 363(a), (f), (m), and (n), as well as a waiver of Bankruptcy Rule 6004.

SECTION 10.02 *Conditions to Obligation of Buyer*. The obligation of the Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Sellers shall have performed in all material respects all of their obligations hereunder required to be performed by them on or prior to the Closing Date.

(b) *Representations and Warranties*. The representations and warranties of the Sellers contained in this Agreement other than those set forth in Section 3.04 and Section 3.13 which, for the avoidance of doubt and notwithstanding any other provision of this Agreement, the Sale Order or any other documents, instrument or agreement to the contrary, shall be disregarded in their entirety and not considered in any manner in regard to the satisfaction of the condition set forth in this Section 10.02(b), shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect.

(c) *Certificate*. The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of the Sellers certifying to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in Section 2.09(a).

SECTION 10.03 *Conditions to Obligation of Sellers*. The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date.

(b) *Representations and Warranties*. The representations and warranties of the Buyer contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date) except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by this Agreement.

(c) *Certificate.* The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in Section 10.03(a) and Section 10.03(b) have been satisfied.

(d) *Deliveries.* The Buyer shall make or cause to be made the deliveries described in Section 2.09(b), including payment of the Purchase Price.

SECTION 10.04 *Waiver of Conditions Precedent.* Upon the occurrence of the Closing, any condition set forth in this Article 10, other than as provided in Section 10.01(b), that was not satisfied as of the Closing shall be deemed to have been waived as of and after the Closing.

ARTICLE 11 NO SURVIVAL

SECTION 11.01 *No Survival.* The (a) representations and warranties of the parties and (b) covenants and agreements that by their terms are to be performed on or before Closing, contained in this Agreement, in any Ancillary Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein and in any Ancillary Agreement that by their terms are to be performed after Closing shall survive the Closing indefinitely except the covenants, agreements, representations and warranties contained in Article 8 and 9 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 12 TERMINATION

SECTION 12.01 *Grounds for Termination.* This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of the Sellers and the Buyer;
- (b) by either the Sellers or the Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either Party having the option, by written notice to the other Party or Parties, as applicable, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) thirty (30) days after any notice delivered pursuant to Section 7.05 of a breach that has not been cured in accordance with Section 7.05 (the later of clause (i) and (ii), the “**Outside Date**”), unless the party seeking termination is in material breach of its obligations hereunder;
- (c) by either the Sellers or the Buyer, if any condition set forth in Section 10.01 is not satisfied, and such condition is incapable of being satisfied by the Outside Date;
- (d) by the Buyer, if the Sellers willfully and materially breach any of Sections 2.08, 5.01, 7.01, 7.02 or 7.03 and such breach is continuing in any material respect following the Buyer’s compliance with Section 7.05;

(e) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 14.11 within thirty (30) days prior to the Closing Date; or

(f) by the Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 10.03 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.05.

The party desiring to terminate this Agreement pursuant to this Section 12.01 (other than pursuant to Section 12.01(a)) shall give notice of such termination to the other party in accordance with Section 14.01.

SECTION 12.02 *Effect of Termination.* If this Agreement is terminated as permitted by Section 12.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement except as provided in Sections 2.07 and 13.03. The provisions of Sections 2.07, 12.02, 12.03, 13.03, Section 14.04, Section 14.05, Section 14.06 and Section 14.12 shall survive any termination hereof pursuant to Section 12.01.

SECTION 12.03 *Expenses.* Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party hereto incurring such expenses.

SECTION 12.04 *Exclusive Remedies.* Other than for claims of actual fraud and except as set forth in Section 14.12, in the event of any breach prior to the Closing by any party's agreements, covenants, representations or warranties contained herein or the Sale Order, including any breach that is material or willful, the non-breaching party's sole and exclusive remedy shall be to exercise the non-breaching party's rights to terminate this Agreement pursuant to Section 12.01 and, as applicable, to receive the Good Faith Deposit pursuant to Section 2.07, and the non-breaching party shall not have any further cause of action for damages, specific performance or any other legal or equitable relief against the breaching party or any of its respective former, current or future equityholders, directors, officers, Affiliates, agents or representatives with respect thereto.

ARTICLE 13 GUARANTY

SECTION 13.01 *Buyer Guarantor.* The Guarantor hereby irrevocably and unconditionally guarantees to each Seller, the prompt and full discharge by the Buyer of all of the Buyer's covenants, agreements, obligations and liabilities under this Agreement and the Ancillary Agreements, including, without limitation, the due and punctual payment of all amounts which are or may become due and payable by the Buyer hereunder and thereunder when and as the same shall become due and payable (collectively, the "**Buyer Obligations**"), in accordance with the terms hereof. The Guarantor acknowledges and agrees that, with respect to all Buyer Obligations

to pay money, such guaranty shall be a guaranty of payment and performance and not of collection and shall not be conditioned or contingent upon the pursuit of any remedies against the Buyer. If the Buyer shall default in the due and punctual performance of any Buyer Obligation, including the full and timely payment of any amount due and payable pursuant to any Buyer Obligation, the Guarantor will forthwith perform or cause to be performed such Buyer Obligation and will forthwith make full payment of any amount due with respect thereto at its sole cost and expense.

SECTION 13.02 *Guaranty Unconditional.* The liabilities and obligations of the Guarantor pursuant to this Agreement are unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

- (a) any acceleration, extension, renewal, settlement compromise, waiver or release in respect of any Buyer Obligation by operation of Law or otherwise;
- (b) the invalidity or unenforceability, in whole or in part, of this Agreement;
- (c) any modification or amendment of or supplement to this Agreement;
- (d) any change in the corporate existence, structure or ownership of the Buyer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any of them or their assets; or
- (e) any other act, omission to act, delay of any kind by any party hereto or any other Person, or any other circumstance whatsoever that might, but for the provisions of this Section 13.02, constitute a legal or equitable discharge of the obligations of the Guarantor hereunder.

SECTION 13.03 *Waivers of the Guarantor.* The Guarantor hereby waives any right, whether legal or equitable, statutory or non-statutory, to require the Sellers to proceed against or take any action against or pursue any remedy with respect to the Buyer or make presentment or demand for performance or give any notice of nonperformance before the Sellers may enforce its rights hereunder against such Guarantor.

SECTION 13.04 *Discharge Only Upon Performance in Full; Reinstatement in Certain Circumstances.* The Guarantor's obligations hereunder shall remain in full force and effect until the Buyer Obligations shall have been performed in full. If at any time any performance by a Person of any Buyer Obligation is rescinded or must be otherwise restored or returned, whether upon the insolvency, bankruptcy or reorganization of the Buyer to otherwise, such Guarantor's obligation hereunder with respect to such Buyer Obligation shall be reinstated at such time as though such Buyer Obligation had become due and had not been performed.

ARTICLE 14 MISCELLANEOUS

SECTION 14.01 *Notices.* All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party hereto for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid,

return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile or email; in each case to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to the Buyer or the Guarantor, to:

365 Operating Company LLC
200 Connecticut Avenue
Norwalk, CT 06854
Attention: Robert J. DeSantis
Email: BdeSantis@365datacenters.com

And

Stonecourt Capital LP
10 E 53rd St, Thirteenth Floor
New York, NY 10022
Attention: Lance Hirt, Partner
Email: hirt@stonecourtlp.com

with a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attention: Frank Koranda
Email: fkoranda@polsinelli.com

if to the Sellers, to:

Sungard Availability Services, L.P.
565 East Swedesford Road, Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen B. Kuhn; Philip Dublin; Meredith Lahaie
Email: skuhn@akingump.com; pdublin@akingump.com;
mlahaie@akingump.com
Telephone: 212 872-1008; 212 872-8083; 212 872-8032

SECTION 14.02 *Amendments and Waivers.*

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Subject to Section 12.04, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 14.03 *Successors and Assigns.* No party hereto shall be entitled to assign this Agreement or any rights or delegate any obligations hereunder without the prior written consent of, with respect to any assignment by the Buyer, the Sellers, and, with respect to any assignment by any Seller, the Buyer, which consent may be withheld by the applicable party hereto in its sole and absolute discretion, and any such attempted assignment or delegation without such prior written consent shall be void and of no force and effect, provided, however, that the Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more wholly-owned subsidiaries without the prior written consent of the Sellers so long as prior to such assignment such assignee(s) of the Buyer agrees in writing in favor of the Sellers to be bound by the provisions of this Agreement, it being agreed that no such assignment shall relieve the Buyer of any of its obligations hereunder.

SECTION 14.04 *Governing Law.* Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed in accordance with the Law of the State of New York, without regard to any conflicts of Law rules that would apply the Law of any state other than such the State of New York.

SECTION 14.05 *Jurisdiction.* (a) Prior to the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby shall be brought exclusively in the Bankruptcy Court, and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

(b) Upon the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby and thereby shall

be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement or the Ancillary Agreements shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

SECTION 14.06 *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 14.07 *Counterparts; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Nothing express or implied in this Agreement is intended to confer or shall confer upon any Person other than the parties hereto and their successors and permitted assigns any legal or equitable rights, benefits or remedies of an nature or by any reason hereunder.

SECTION 14.08 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written.

SECTION 14.09 *Bulk Sales Laws.* The Buyer hereby waives compliance by the Sellers and the Sellers hereby waive compliance by the Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar Laws other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 14.10 *Captions, Headings, Interpretation.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disbaring any party by virtue of authorship of any provisions of this Agreement.

SECTION 14.11 *Disclosure Schedules.* The parties acknowledge and agree that (i) the Disclosure Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of the Buyer and (ii) the disclosure by any party of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by such party that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Disclosure Schedule discloses an item or information in such a way as to make its relevance to the disclosure required by another Disclosure Schedule reasonably apparent on the face of such Disclosure Schedule, the matter shall be deemed to have been disclosed in such other Disclosure Schedule, notwithstanding the omission of an appropriate cross-reference to such other Disclosure Schedule. The Parties hereby covenant they each will use commercially reasonable efforts to complete and deliver the Disclosure Schedules, to the extent not otherwise delivered as of the date of this Agreement, as soon as practical following the execution of this Agreement. Disclosure Schedules not included as attachments to this Agreement upon the execution and delivery hereof shall be delivered by the Party responsible therefor no later than 45 days prior to the Closing, and shall thereupon, if mutually acceptable to the Parties in good faith, be deemed included in this Agreement as if such Disclosure Schedules were attached to this Agreement as of the execution of this Agreement. The Parties shall have fifteen (15) days following the 45th day prior to the Closing to negotiate any disputed Schedule, after which time, if any Schedule or item included or omitted thereon remains a disputed Schedule and (a) with respect to a Schedule disputed by the Buyer, that has or would reasonably be expected to have a material and adverse impact Buyer's ability to conduct the Business or operate the Purchased Assets in the ordinary course of business consistent with past practices over the six (6) months preceding the date hereof or (b) with respect to a Schedule disputed by the Sellers, results in a material and adverse impact on the financial and other benefits of the transaction for the Sellers; then such disputing Party may terminate this Agreement in accordance with Section 12.01(e).

SECTION 14.12 *Specific Performance.* The parties recognize that if the other party breaches this Agreement or the Ancillary Agreements or refuses to perform under the provisions of this Agreement or the Ancillary Agreements, monetary damages alone would not be adequate to compensate the non-breaching party for their injuries. In the event of any such breach or refusal to perform, the parties shall therefore be entitled, in addition to any other remedies that may be available, to equitable relief, including an injunction or injunctions or orders for specific performance, to prevent breaches or threatened breaches of this Agreement or the Ancillary Agreements and to enforce specifically the terms and provisions of this Agreement and the Ancillary Agreements (including, for the avoidance of doubt, the obligation of the parties to consummate the transactions contemplated by this Agreement and the Ancillary Agreements), without proof of actual damages or the posting of a bond or other undertaking. If any action is brought by a party to enforce this Agreement or the Ancillary Agreement in accordance with this Section 14.12, the other parties shall waive the defense that there is an adequate remedy at Law.

SECTION 14.13 *Time of the Essence.* Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

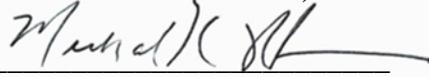
SUNGARD AVAILABILITY SERVICES, L.P.

By: 

Name: Mike Robinson

Title: Chief Executive Officer

SUNGARD AVAILABILITY NETWORK SOLUTIONS, INC.

By: 

Name: Mike Robinson

Title: Chief Executive Officer

SUNGARD AVAILABILITY SERVICES TECHNOLOGY, LLC

By: 

Name: Mike Robinson

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

By: _____
Name:
Title:

[•]⁷

BUYER:

365 SG OPERATING COMPANY LLC

By: 
Name: Robert J. DeSantis
Title: Chief Executive Officer

GUARANTOR:

365 OPERATING COMPANY LLC

By: 
Name: Robert J. DeSantis
Title: Chief Executive Officer

⁷ Note to Draft: For additional Seller signature blocks for the Sellers listed on Exhibit A.

EXHIBIT A

SELLERS

1. Sungard Availability Network Solutions, Inc.
2. Sungard Availability Services Technology, LLC

EXHIBIT B
BILL OF SALE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT E
SALE ORDER

EXHIBIT F

FORM OF BUYER OFFER LETTER

Exhibit 2

Cure Costs

Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
1	"K" LINE AMERICA, INC.	8730 STONY POINT PKWY RICHMOND, VA 23235-1970	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2012	\$0
2	3M HEALTH INFORMATION SYSTEMS; MEDQUIST TRANSCRIPTIONS, LTD	575 W MURRAY BLVD MURRAY, UT 84123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2004	\$0
3	ABM INDUSTRIES, INCORPORATED	14141 SOUTHWEST FWY 4TH FLOOR SUGAR LAND, TX 77478	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/28/2021	\$0
4	ACS SERVICES, INC.	160 MANLEY STREET BROCKTON, MA 02301	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/30/2008	\$0
5	AFL TELECOMMUNICATIONS	170 RIDGEVIEW CENTER DR DUNCAN, SC 29334	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/4/2005	\$0
6	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	\$0
7	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2022	\$0
8	AGRICULTURAL BANK OF CHINA	277 PARK AVENUE 30TH FLOOR NEW YORK, NY 10172	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	\$0
9	ALBERT EINSTEIN HEALTHCARE NETWORK	1000 WEST TABOR ROAD PHILADELPHIA, PA 19141	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	\$0
10	ALPHA FINANCIAL SOFTWARE, LLC	140 CENTURY MILL ROAD BOLTON, MA 01740	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2020	\$0
11	ALPHA SYSTEMS	458 PIKE ROAD HUNTINGDON VALLEY, PA 19006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/31/2013	\$0
12	AMADEUS GLOBAL OPERATIONS AMERICAS, INC.	3470 NW 82ND AVE., SUITE 1000 MIAMI, FL 33122	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2021	\$0
13	AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC	6201 15TH AVENUE BROOKLYN, NY 11219	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/15/2010	\$0
14	AMUNDI PIONEER ASSET MANAGEMENT USA, INC.	60 STATE ST. BOSTON, MA 02109	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2021	\$0
15	APPLIED SYSTEMS INC	200 APPLIED PARKWAY UNIVERSITY PARK, IL 60484	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	\$0
16	ARBELLA SERVICE COMPANY, INC.	1100 CROWN COLONY DRIVE QUINCY, MA 02269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	\$0
17	ARCHWAY MARKETING SERVICES	20000 DIAMOND LAKE ROAD ROGERS, MN 55374	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2017	\$0
18	ASSURED GUARANTY MUNICIPAL CORP.; FINANCIAL SECURITY ASSURANCE	1633 BROADWAY 23RD FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	\$0
19	ASTILA CORPORATION	P.O. BOX 2015 WOODSTOCK, GA 30188	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2021	\$0
20	ASTRAZENECA UK LIMITED	MIDDLEWOOD COURT LOGISTICS CENTRE - BLOCK 109 ARDLEY PARK MACCLESFIELD, CHESHIRE SK104TG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/22/2016	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
21	AT&T - ILEC	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	\$0
22	AT&T CORP.	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	\$0
23	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/18/2011	\$0
24	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	REINSTATED AND AMENDED MASTER SERVICES AGREEMENT	1/1/2022	\$0
25	AWAC SERVICES COMPANY	199 WATER ST NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2008	\$0
26	AXA INVESTMENT MANAGERS, INC.	100 WEST PUTNAM AVE. GREENWICH, CT 06830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2008	\$0
27	AXOS CLEARING LLC	1200 LANDMARK CTR, STE 800 OMAHA, NE 68102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	\$0
28	BACKBLAZE, INC.	500 BEN FRANKLIN CT SAN MATEO, CA 94401	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2012	\$0
29	BAIM INSTITUTE FOR CLINICAL RESEARCH; HARVARD CLINICAL RESEARCH INSTITUTE	930 COMMONWEALTH AVENUE WEST -ENTRANCE ON PLEASANT ST. BOSTON, MA 02215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2007	\$0
30	BALLARD SPAHR LLP	1735 MARKET ST 51ST ST PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES; No MSA in folder	9/1/2006	\$0
31	BANK OF AMERICA, N.A.	6034 W. COURTYARD DRIVE SUITE 210 AUSTIN, TX 78730-5032	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/20/2005	\$0
32	BAYADA HOME HEALTH CARE; BAYADA NURSES	4300 HADDONFIELD ROAD WEST BUILDING PENNSAUKEN, NJ 08109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2010	\$0
33	BAYERISCHE LANDESBANK, NEW YORK BRANCH	BAYERISCHE LANDESBANK, NY BRANCH 560 LEXINGTON AVE NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	\$0
34	BAYNODE	4 EMBARCADERO CTR, STE 3350 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	\$0
35	BDP INTERNATIONAL	510 WALNUT STREET PHILADELPHIA, PA 19106	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2006	\$0
36	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/4/2018	\$0
37	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2012	\$0
38	BHG HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COM	8300 DOUGLAS AVE STE 750 DALLAS, TX 75225	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2012	\$0
39	BLACKSTONE ADMINISTRATIVE SERVICES PARTNERSHIP L.P	345 PARK AVE NEW YORK, NY 10154-0004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2007	\$0
40	BLUCORA, INC.	3200 OLYMPUS BLVD SUITE 100 DALLAS, TX 75019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2015	\$0
41	BNY MELLON ASSET MANAGEMENT NORTH AMERICA CORPORATION; MELLON CAPITAL MANAGEMENT CORPORATION	50 FREMONT STREET - SUITE 3900 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/17/2017	\$0
42	BRACEBRIDGE CAPITAL, LLC	888 BOYLSTON STREET, SUITE 1500 BOSTON, MA 02199	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/8/2005	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
43	BRAND INDUSTRIAL SERVICES INC.	1325 COBB INTERNATIONAL DRIVE SUITE A-1 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	\$0
44	BRIGHTVIEW LANDSCAPES, LLC	980 JOLLY RD STE 300 BLUE BELL, PA 19422	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/14/2020	\$0
45	BROGDON INDUSTRIES	320 DIVIDEND DRIVE, STE 800 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	\$0
46	BRYAN CAVE LLC	211 NORTH BROADWAY, SUITE 3600 SAINT LOUIS, MO 63102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/24/2016	\$0
47	BUCKNER INTERNATIONAL	700 N PEARL STREET, SUITE 1200 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2009	\$0
48	BUILDING SERVICE 32BJ HEALTH FUND	25 WEST 18TH ST 5TH FLOOR NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	\$0
49	BUSINESSONE TECHNOLOGIES	3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	\$0
50	C.V. STARR & CO., INC.; STARR INTERNATIONAL USA, INC.	399 PARK AVENUE 3RD FLOOR NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	\$0
51	CABLEVISION LIGHTPATH	200 JERICHO QUADRANGLE JERICHO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	\$0
52	CAPITAL FITNESS, INC	47W210 US 30 BIG ROCK, IL 60511	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/29/2010	\$0
53	CARDCONNECT, LLC; PRINCETON PAYMENT SOLUTIONS	1000 CONTINENTAL DR. SUITE 300 KING OF PRUSSIA, PA 19406	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	\$0
54	CASEY FAMILY PROGRAMS	2001 8TH AVENUE SUITE 2700 SEATTLE, WA 98121	SUNGARD AVAILABILITY SERVICES, LP	SALESSTORE AGREEMENT	3/2/2011	\$0
55	CASTLIGHT HEALTH	150 SPEAR STREET SUITE 400 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	\$0
56	CENTURYLINK COMMUNICATIONS, LLC	1025 ELDORADO BLVD. BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/1/2019	\$0
57	CEOS ONLY LIMITED CO.	105 HAWKSTONE WAY ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/19/2021	\$0
58	CGB ENTERPRISES, INC.	1127 HIGHWAY 190 EAST SERVICE ROAD COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2006	\$0
59	CHARTER COMMUNICATIONS INC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	\$0
60	CHINA CONSTRUCTION BANK CORPORATION NEW YORK BRANCH	1095 AVENUE OF THE AMERICAS 33RD FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	\$0
61	CHRONIC DISEASE FUND D/B/A GOOD DAYS FROM CDF	6900 N. DALLAS PARKWAY SUITE 200 PLANO, TX 75024	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/13/2010	\$0
62	CHSPSC, LLC	4000 MERIDIAN BLVD FRANKLIN, TN 37067	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2016	\$0
63	CIRCLE COMPUTER RESOURCES, INC.	845 CAPITAL DRIVE SOUTHWEST CEDAR RAPIDS, IA 52404	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	\$0
64	CITIZENS BANK, NATIONAL ASSOCIATION	100-A SOCKANOSSET CROSSROAD RDC 215 CRANSTON, RI 02920	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/15/2014	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
65	CLOROX SERVICES COMPANY	1221 BROADWAY OAKLAND, CA 94612	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2017	\$0
66	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR ATTN: VP REAL ESTAT WITH COPY TO: LEGAL DEPARTMENT WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
67	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2014	\$0
68	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION	500 FRANK W. BURR BLVD. TEANECK, NJ 07666	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2014	\$0
69	COMCAST CABLE COMMUNICATIONS, LLC	ONE COMCAST CENTER 1701 JFK BLVD. PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/22/2013	\$0
70	COMMONWEALTH OF MASSACHUSETTS	100 CAMBRIDGE STREET, 6TH FLOOR BOSTON, MA 02114	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	1/1/2004	\$0
71	CONCORDE, INC.	1835 MARKET STREET SUITE 1200 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2013	\$0
72	CONFLUENCE TECHNOLOGIES, INC.	NOVA TOWER ONE ONE ALLEGHENY SQUARE, SUITE 800 PITTSBURGH, PA 15212	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	\$0
73	CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES	121 S. 17TH STREET MATTOON, IL 61938	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	4/1/2014	\$0
74	CORT	8303 NORTH MOPAC EXPRESSWAY SUITE 405A AUSTIN, TX 78759	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	\$0
75	COSTAR REAL ESTATE MANAGER, INC.	1900 EMERY STREET SUITE 300 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	\$0
76	COURT SQUARE GROUP	1350 MAIN STREET, 5TH FLOOR SPRINGFIELD, MA 01103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2011	\$0
77	CRITICAL HEALTHCARE MANAGEMENT LLC	PO BOX 797604 DALLAS, TX 75379	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2020	\$0
78	CROWN CASTLE FIBER LLC	185 TITUS AVE WARRINGTON, PA 18976-2424	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/1/2014	\$0
79	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/29/2014	\$0
80	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2017	\$0
81	CROWN CASTLE FIBER, LLC.	300 MERIDIAN CENTRE ROCHESTER, NY 14618	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/18/2010	\$0
82	DARDEN CORPORATION	1050 DARDEN CENTER DRIVE ORLANDO, FL 32837	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2012	\$0
83	DATTO, INC.	101 MERRITT 7 NORWALK, CT 06851	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	\$0
84	DELTA DENTAL OF RI	10 CHARLES STREET PROVIDENCE, RI 02904	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	\$0
85	DEXIA CREDIT LOCAL, NEW YORK BRANCH	445 PARK AVE NEW YORK, NY 10022-2606	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/29/2016	\$0
86	DIGITAL AGENT, LLC	2300 WINDY RIDGE PARKWAY SE, SUITE R-50 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	\$0
87	DIMENSION DATA NORTH AMERICA INC.	100 MOTOR PARKWAY SUITE 158 HAUPPAUGE, NY 11788	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2009	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
88	DISTRIBION	8350 N. CENTRAL EXPRESSWAY SUITE 1600 DALLAS, TX 75206	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	\$0
89	DOCUSIGN, INC.	1301 2ND AVE, SUITE 2000 SEATTLE, WA 98101-98101	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2017	\$0
90	DUPRE LOGISTICS LLC	201 ENERGY PARKWAY SUITE 500 LAFAYETTE, LA 70508	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	\$0
91	DYNAMIC TAX SOLUTIONS, INC.	12600 DEERFIELD PKWY., SUITE 100 ALPHARETTA, GA 30004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	\$0
92	DYNATRON SOFTWARE	2703 TELECOM PKWY SUITE 140A RICHARDSON, TX 75082	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2020	\$0
93	EBIX.COM, INC.	ONE EBIX WAY JOHNS CREEK, GA 30097	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/3/2003	\$0
94	ECOLOGIX LLC	10820 COMPOSITE DRIVE DALLAS, TX 75220	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2021	\$0
95	EMC CORPORATION (TRUSTMARK PROJECT)	8000 SOUTH CHESTER ST SUITE 600 CENTENNIAL, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	\$0
96	EORIGIAL INC.	401 NORTH BROAD STREET PHILADELPHIA, PA 19108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/19/2006	\$0
97	ESOLUTIONS, INC.	888 W. MARKET STREET LOUISVILLE, KY 40202	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2019	\$0
98	ESQUIRE BANK	100 JERICO QUADRANGLE STE 100 JERICO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2010	\$0
99	ESSENT GUARANTY, INC.	SUITE 300 101 S. STRATFORD RD WINSTON-SALEM, NC 27104	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	\$0
100	EVERCORE PARTNERS SERVICES EAST L.L.C.	1325 AVENUE OF THE AMERICAS 11TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	\$0
101	EXAMWORKS, INC.	3280 PEACHTREE RD NE STE 2625 ATLANTA, GA 30305-2457	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2014	\$0
102	EXCHANGE BANK	440 AVIATION BLVD. SANTA ROSA, CA 95403	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2008	\$0
103	FEDERAL-MOGUL MOTORPARTS CORPORATION	27300 WEST 11 MILE ROAD SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	\$0
104	FEDERAL-MOGUL POWERTRAIN LLC	27300 WEST 11 MILE ROAD, TOWER 300 SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/6/2009	\$0
105	FIBERLIGHT	11700 GREAT OAKS WAY SUITE 100 ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/28/2020	\$0
106	FILEX	12150 MAGNOLIA CIR ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2021	\$0
107	FIRST BANKING SERVICES	2301 S.E. TONE DR ANKENY, IA 50021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	\$0
108	FIRST COMMAND FINANCIAL SERVICES	1 FIRSTCOMM PLAZA FORT WORTH, TX 76109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/20/2009	\$0
109	FIRST INVESTORS FINANCIAL SERVICES	380 INTERSTATE NORTH PARKWAY SUITE 300 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2008	\$0
110	FIRST REPUBLIC BANK	388 MARKET STREET 2ND FLOOR SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	\$0

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111	FITCH RATINGS, INC.	33 WHITEHALL STREET NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2014	\$0
112	FLATIRON CONSTRUCTION, CORP	385 INTERLOCKEN CRESCENT SUITE 900 BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/20/2009	\$0
113	FLEXTECS	FLEXTECS NORTH AMERICA, LLC 1395 S MARIETTA PKWY BLDG 500, STE 202 MARIETTA, GA 30067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/23/2010	\$0
114	FORMA THERAPEUTICS, INC.	500 ARSENAL STREET, SUITE 100 WATERTOWN, MA 02472	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2020	\$0
115	FREDERICK SWANSTON	2400 LAKEVIEW PARKWAY SUITE 175 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	\$0
116	FRONTLINE EDUCATION	1400 ATWATER DRIVE MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	\$0
117	FULCRUM LEGAL GRAPHICS	4000 CIVIC CENTER DRIVE, SUITE 360 , SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2021	\$0
118	G&H TOWING COMPANY, INC.	PO DRAWER 2270 GALVESTON, TX 77553	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	\$0
119	GANDARA BEHAVIORAL HEALTH CENTER	147 NORMAN STREET WEST SPRINGFIELD, MA 01089	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	\$0
120	GARDEN OF LIFE, INC.	4200 NORTHCORP PARKWAY SUITE 200 PALM BEACH GARDENS, FL 33410	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2009	\$0
121	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.	3150 FAIRVIEW PARK DRIVE FALLS CHURCH, VA 22042	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2017	\$0
122	GEORGIA DIVISION OF INVESTMENT SERVICES	TWO NORTHSIDE 75 SUITE 500 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	\$0
123	GLOBAL AFFILIATES, INC.	230 SUGARTOWN ROAD, SUITE 220 WAYNE, PA 19087	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2014	\$0
124	GOYA FOODS, INC.	350 COUNTY ROAD JERSEY CITY, NJ 07307	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	\$0
125	GRAPHNET, INC.	30 BROAD STREET, 43RD FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	\$0
126	GTT	7900 TYSONS ONE PLACE SUITE 1450 MCLEAN, VA 22102	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2011	\$0
127	GTT	114 SANSOME ST, 11 FL SAN FRANCISCO, CA 94104	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2013	\$0
128	HALIFAX HEALTH	C/O HALIFAX HOSPITAL MEDICAL CENTER, A SPECIAL TAXING DISTRICT 303 N. CLYDE MORRIS BLVD DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2013	\$0
129	HANCOCK WHITNEY BANK	20491 LONDON RD GULFPORT, MS 39503	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/2/2006	\$0
130	HARBISONWALKER INTERNATIONAL, INC.	1305 CHERRINGTON PKWY SUITE 100 MOON TOWNSHIP, PA 15108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2012	\$0
131	HERITAGE BANK OF COMMERCE	224 AIRPORT PARKWAY SAN JOSE, CA 95110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2011	\$0
132	HIGHMARK RESIDENTIAL, LLC	5429 LBJ FREEWAY SUITE 800 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/31/2014	\$0

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133	HIGHQ INC.	610 OPPERMAN DRIVE EAGAN, MN 55123	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2015	\$0
134	HOLLYFRONTIER CORPORATION	2828 N HARWOOD ST STE 1300 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	\$0
135	HS&BA, INC.	4160 DUBLIN BLVD., SUITE 400 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2020	\$0
136	IKASYSTEMS CORPORATION, DBA ADVANTASURE	1000 TOWNCENTER SOUTHFIELD, MI 48075	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2007	\$0
137	INFO DRIVEN SOLUTIONS LLC	41 UNIVERSITY DRIVE NEWTOWN, PA 18940	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	\$0
138	INNODATA DOCGENIX	THREE UNIVERSITY PLAZA HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2012	\$0
139	INNODATA SYNODEX LLC	3 UNIVERSITY PLAZA, STE 506 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	\$0
140	INNOVATIVE LITIGATION SERVICES, LLC	1773 WESTBOROUGH DR., SUITE 400 KATY, TX 77449	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	\$0
141	INNOVATIVE TECHNOLOGY SOLUTIONS	6522 AIRPORT CENTER DR GREENSBORO, NC 27409	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/31/2014	\$0
142	INSPRO TECHNOLOGIES	MAJESCO 412 MT. KEMBLE AVENUE, SUITE 110C MORRISTOWN, NJ 07960	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	\$0
143	INSTAMED COMMUNICATIONS, LLC	ACCOUNTING DEPARTMENT 1880 JFK BLVD. 12TH FLOOR PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2009	\$0
144	INSURANCE HOUSE	400 GALLERIA PARKWAY, SUITE 1100 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/6/2018	\$0
145	INTERNATIONAL BUSINESS MACHINES CORPORATION	100 PHOENIX DRIVE ANN ARBOR, MI 48108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/30/2009	\$0
146	INTERNATIONAL RISK MANAGEMENT	12222 MERIT DRIVE SUITE 1600 DALLAS, TX 75251-2266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/13/2008	\$0
147	INTERWEST INSURANCE SERVICES	8950 CAL CENTER DR BLDG 3, SUITE 200 SACRAMENTO, CA 95826	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2011	\$0
148	INTOUCH TECHNOLOGIES, INC.	7402 HOLLISTER AVENUE SANTA BARBARA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/5/2010	\$0
149	INTRALINKS, INC.	404 WYMAN STREET SUITE 1000 WALTHAM, MA 02451	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2018	\$0
150	INTUITION LLC	6735 SOUTHPOINT DRIVE SOUTH, STE 300 JACKSONVILLE, FL 32216	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2002	\$0
151	INVESCO ADVISERS, INC.	1555 PEACHTREE STREET NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2005	\$0
152	INVESTORS BANK	101 WOOD AVENUE S. 10TH FLOOR ISELIN, NJ 08830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	\$0
153	IPC NETWORK SERVICES INC.	HARBORSIDE FINANCIAL CENTER, PLAZA 10, 3 SECOND STREET 15TH FLOOR, 1500 PLAZA 10 JERSEY CITY, NJ 07311	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/8/2016	\$0
154	IPIPELINE, INC.	222 VALLEY CREEK BOULEVARD SUITE 300 EXTON, PA 19341	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	\$0

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155	ISTREET SOLUTIONS, LLC	3017 DOUGLAS BLVD.SUITE 300 ROSEVILLE, CA 95661	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/15/2020	\$0
156	JACKPINE TECHNOLOGIES	1 MILL AND MAIN PLACE, SUITE 330 MAYNARD, MA 01754	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	\$0
157	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR FLORHAM PARK, NJ 07932-0650	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	4/1/2003	\$0
158	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR PO BOX 650 FLORHAM PARK, NJ 07932	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	\$0
159	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	VERICENTER AGREEMENT	6/13/2007	\$0
160	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2010	\$0
161	JETPAY CORPORATION; AD COMPUTER CORPORATION	3361 BOYINGTON DR #180 CARROLLTON, TX 75006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2012	\$0
162	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	\$0
163	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	\$0
164	KAISER ALUMINUM FABRICATED PRODUCTS, L.L.C.	27422 PORTOLA PKWY, SUITE 200 FOOTHILL RANCH, CA 92610	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/25/2011	\$0
165	KELMAR ASSOCIATES	500 EDGEWATER DRIVE SUITE 525 WAKEFIELD, MA 01880	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	\$0
166	KIK CORP	7300 KEELE STREET VAUGHAN, ON L4K 0A6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	10/1/2014	\$0
167	LAIRD PLASTICS	5800 CAMPUS CIRCLE DRIVE E SUITE 150 B IRVING, TX 75063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	\$0
168	LAITRAM	5200B TOLER STREET HARAHAN, LA 70123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	\$0
169	LIGHTSPEED TECHNOLOGY GROUP	1750 MAIN ST. CONYERS, GA 30012	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/31/2008	\$0
170	LKQ CORPORATION	500 W MADISON ST STE 2800 CHICAGO, IL 60661-2506	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	\$0
171	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/10/2015	\$0
172	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	COLOCATION SERVICES AGREEMENT	7/10/2006	\$0
173	LOGIX COMMUNICATIONS, LP	2950 N. LOOP WEST, SUITE 800 HOUSTON, TX 77092	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	11/1/2017	\$0
174	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	5/15/2003	\$0
175	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/15/2003	\$0
176	LUCILE PACKARD FOUNDATION FOR CHILDRENS HEALTH	400 HAMILTON AVE STE 340 PALO ALTO, CA 94301-1834	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	\$0
177	MACQUARIE HOLDINGS (U.S.A.) INC.; MACQUARIE GLOBAL SERVICES (USA) LLC	125 W. 55TH STREET NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	7/1/2007	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
178	MAIN LINE HEALTH, INC.	1180 WEST SWEDSFORD ROAD SOUTHPOINT TWO BERWYN, PA 19312	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/22/2010	\$0
179	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/24/2012	\$0
180	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2011	\$0
181	MARKIT NORTH AMERICA INC.	13455 NOEL ROAD LB #22 SUITE 1150 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/24/2008	\$0
182	MASHREQ BANK PSC	17 STATE STREET SUITE 2230 NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	\$0
183	MASONITE CORPORATION	ONE TAMPA CITY CENTER 201 N. FRANKLIN STREET, SUITE 300 TAMPA, FL 33602	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/24/2008	\$0
184	MATHER ECONOMICS	1215 HIGHTOWER TRAIL, BLDG A, S100 ATLANTA, GA 30350	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	\$0
185	MCGLINCHEY STAFFORD PLLC	MCGLINCHEY STAFFORD PLLC ATTN: ACCOUNTS PAYABLE ITACCOUNTSPAYABLE@MCGLINCHEY.COM 601 POYDRAS ST #1200 NEW ORLEANS, LA 70130	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2009	\$0
186	MCIMETRO ACCESS TRANSMISSION SERVICES CORP.; VERIZON BUSINESS NETWORK SERVICES, INC.	6929 N. LAKEWOOD AVE. TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2014	\$0
187	MEDQUEST ASSOCIATES, INC.	3480 PRESTON RIDGE RD SUITE 600 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2006	\$0
188	MEGAPORT (USA), INC.	3790 EMBARCADERO LN SUITE 100 CARLSBAD, CA 92011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2020	\$0
189	METROPLUS HEALTH PLAN	160 WATER STREET 3RD FLOOR NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/16/2007	\$0
190	MIDTOWN MICRO	P.O. BOX 1104 RANCHO CORDOVA, CA 95741	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2014	\$0
191	MILLIMAN, INC.	10000 N. CENTRAL EXPRESSWAY SUITE 1500 DALLAS, TX 75231	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2009	\$0
192	MODERN BUSINESS ASSOCIATES	9455 KOGER BOULEVARD SUITE 200 SAINT PETERSBURG, FL 33702	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2018	\$0
193	MONTGOMERY COUNTY, PA	P.O. BOX 311 NORRISTOWN, PA 19404-0311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	\$0
194	MORGANITE INDUSTRIES, INC	4000 WESTCHASE BLVD #170 RALEIGH, NC 27607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	\$0
195	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/13/2009	\$0
196	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/15/2003	\$0
197	MOUNT SINAI ENTITIES	1425 MADISON AVENUE NEW YORK, NY 10029	SUNGARD AVAILABILITY SERVICES, LP	SERVICE PURCHASE AGREEMENT	11/1/2015	\$0
198	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/15/2012	\$0
199	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/15/2012	\$0

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200	NARRAGANSETT BAY INSURANCE COMPANY	1301 ATWOOD AVE SUITE 316E JOHNSTON, RI 02919	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	\$0
201	NATIONAL BANK OF EGYPT	40 E 52ND ST NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	\$0
202	NAVINET, INC.	100 SUMMER STREET BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2005	\$0
203	NAVIS, LLC	NAVIS, INC. 55 HARRISON STREET STE 600 OAKLAND, CA 94607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	\$0
204	NEW DEAL DESIGN	1265 BATTERY STREET, FLOOR 5 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	\$0
205	NEW YORK CITY HEALTH AND HOSPITALS CORPORATION	55 WATER STREET NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2019	\$0
206	NOVANTAS	485 LEXINGTON AVENUE 20TH FLOOR NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2021	\$0
207	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	\$0
208	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/31/2002	\$0
209	NYU LANGONE HOSPITALS	550 FIRST AVENUE NEW YORK, NY 10016	SUNGARD AVAILABILITY SERVICES, LP	AMENDED AND RESTATED MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2020	\$0
210	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	11422A CRAIGHEAD DR. HOUSTON, TX 77025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	\$0
211	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	1820 BONANZA ST WALNUT CREEK, CA 94596	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	\$0
212	OPENTEXT	C/O OPEN TEXT INC 2950 S DELAWARE ST STE 400 BAY MEADOWS STATION 3 BLDG SAN MATEO, CA 94403	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	\$0
213	OPS ON DEMAND, INC.	807 ROOSEVELT AVE REDWOOD CITY, CA 94061	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	\$0
214	OPSRAMP, INC.	2580 N FIRST STREET SUITE 480, SAN JOSE, CA 95131	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2012	\$0
215	ORACLE AMERICA, INC.	1001 SUNSET BLVD ROCKLIN, CA 95765	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	\$0
216	OS33; ETCI	P.O.BOX 4668 PMB92946 NEW YORK, NY 10163-4668	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/2/2008	\$0
217	OVERHEAD DOOR CORP.	2501 SOUTH STATE HWY 121 SUITE 200 LEWISVILLE, TX 75067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2011	\$0
218	OXBLUE CORPORATION	1777 ELLSWORTH INDUSTRIAL BLVD NW ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/18/2012	\$0
219	OZ MANAGEMENT LP	9 WEST 57TH STREET 39TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2017	\$0
220	PAS-HOSTING, LLC	406 SW 30TH AVENUE CAPE CORAL, FL 33991	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	\$0
221	PASON SYSTEMS USA CORP.; PASON SYSTEMS INC.	6130 3RD STREET, SE CALGARY, AB T2H 1K4 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2012	\$0

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222	PASSENGER GROUND LOGISTICS TECHNOLOGY (PGLT)	36-36 33RD STREET, SUITE 308 LONG ISLAND CITY, NY 11106	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	\$0
223	PAUL WEISS RIFKIND WHARTON & GARRISON	1285 AVENUE OF AMERICAS NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/28/2007	\$0
224	PC CONNECTION, INC. MOREDIRECT, INC.	730 MILFORD ROAD MERRIMACK, NH 03054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	\$0
225	PEACHTREE SOLUTIONS	6000 SHAKERAG HILL SUITE 104 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/30/2009	\$0
226	PENTEC HEALTH, INC.	4 CREEK PARKWAY SUITE A BOOTHWYN, PA 19061	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/31/2009	\$0
227	PLATINUM CIRCLE TECHNOLOGIES, INC	1720 WINWARD CONCOURSE SUITE 275 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	\$0
228	PRACTICAL LABS	322 MAXWELL ROAD SUITE 100 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2021	\$0
229	PRINTPACK, INC.	2800 OVERLOOK PARKWAY ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/27/2003	\$0
230	PRO UNLIMITED INC.	1350 OLD BAYSHORE HIGHWAY, SUITE 350 BURLINGAME, CA 94010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	\$0
231	PROJECT CONSULTANTS, LLC	P.O. BOX 315 SHELL KNOB, MO 65747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2021	\$0
232	RBC CAPITAL MARKETS, LLC	CB RICHARD ELLIS LEASE ADMINISTRATION 5100 POPLAR AVENUE, SUITE 1000 MEMPHIS, TN 38137	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2008	\$0
233	RCN TELECOM SERVICES OF NEW YORK, L.P.	22-15 43RD AVE LONG ISLAND CITY, NY 11101	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/15/2016	\$0
234	REDSTONE FEDERAL CREDIT UNION	220 WYNN DRIVE HUNTSVILLE, AL 35805	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	\$0
235	REDTAIL SOLUTIONS	210 WEST KENSINGER DR SUITE 100 CRANBERRY TOWNSHIP, PA 16066	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2008	\$0
236	REDWOOD TRUST, INC.	8310 SOUTH VALLEY HIGHWAY SUITE 425 ENGLEWOOD, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2006	\$0
237	REFLEXIS SYSTEMS, INC.	170 CHASTAIN MEADOWS ST NW BUILDING D KENNESAW, GA 30144	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	\$0
238	REYES HOLDINGS LLC	6250 NORTH RIVER ROAD SUITE 9000 ROSEMONT, IL 60018	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2007	\$0
239	RPMGLOBAL USA INC.	7921 SOUTHPARK PLZ STE 210 LITTLETON, CO 80120	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	\$0
240	RPNC SYSTEMS, INC	845, LIBERTY CT PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2012	\$0
241	RXADVANCE	2 PARK CENTRAL DRIVE SOUTHBOROUGH, MA 01772	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	\$0
242	SABA SOFTWARE INC.	4120 DUBLIN BLVD SUITE #200 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/3/2021	\$0
243	SAINT-GOBAIN SHARED SERVICES CORPORATION	20 MOORES ROAD MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2010	\$0
244	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	\$0

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245	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	HOSTING MASTER SERVICES AGREEMENT	4/1/2008	\$0
246	SAREPTA THERAPEUTICS, INC.	215 1ST. STREET CAMBRIDGE, MA 02142	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	\$0
247	SC & ASSOCIATES, LLP	13 BOLTON DR MANHASSET, NY 11030	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	\$0
248	SCP DISTRIBUTORS LLC	109 NORTHPARK BLVD. 4TH FLOOR COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	\$0
249	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. FOX HILL HOLDINGS, INC.	ONE UPPER POND RD BUILDING F, 4TH FLOOR PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2005	\$0
250	SIERRA-CEDAR, INC.	1255 ALDERMAN DRIVE ALPHARETTA, GA 30005-4156	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	9/5/2000	\$0
251	SINTECMEDIA NYC, INC.	530 5TH AVENUE, 19TH FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	\$0
252	SIRIOS CAPITAL MANAGEMENT	1 INTERNATIONAL PLACE #3000 BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	\$0
253	SKILLSOFT	300 INNOVATIVE WAY SUITE 201 NASHUA, NH 03062	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	\$0
254	SKYLINE STEEL, LLC	8 WOODHOLLOW ROAD SUITE 102 PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	\$0
255	SMARTCOMMS, LLC THUNDERHEAD INC.	15950 N. DALLAS PKWY SUITE 400 DALLAS, TX 75248	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/17/2012	\$0
256	SOCKETLABS ACQUISITION, LLC	700 TURNER INDUSTRIAL WAY SUITE 100 ASTON, PA 19014	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	\$0
257	SOLARWINDS WORLDWIDE, LLC	1301 S MOPAC EXP BLDG 4 SUITE 360 AUSTIN, TX 78746	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/31/2010	\$0
258	SOLUS ALTERNATIVE ASSET MANAGEMENT LP	25 MAPLE STREET SUMMIT, NJ 07901	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2007	\$0
259	SOUNDHOUND, INC.	5400 BETSY ROSS DR SANTA CLARA, CA 95054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	\$0
260	SOURCE HUB INDIA PRIVATE LIMITED	#29, 3RD FLOOR SRI KRISHNA OPP. RAHEJA PARK MAGADI MAIN ROAD, GOVINDRAJ NAJAR GOVINDRAJ NAJAR, KA 560040 INDIA	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/1/2009	\$0
261	SOUTHEASTERN COMPUTER ASSOCIATES, LLC (SCA)	1690 STONE VILLAGE LANE BUILDING 500, STE 521 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/28/2011	\$0
262	SPECTAGUARD ACQUISITIONS, LLC.	161 WASHINGTON ST. 6TH FLOOR CONSHOHOCKEN, PA 19428	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	\$0
263	STARWOOD PROPERTY TRUST, INC. LNR PROPERTY	1601 WASHINGTON AVE FL 8 MIAMI BEACH, FL 33139	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/5/2009	\$0
264	STATE NATIONAL COMPANIES	1900 L DON DODSON BEDFORD, TX 76021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/23/2009	\$0
265	STEWART TITLE GUARANTY COMPANY	1360 POST OAK BLVD., SUITE 100, MC#15-1 HOUSTON, TX 77056	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	\$0

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266	SUBARU OF AMERICA, INC.	ONE SUBARU DRIVE CAMDEN, NJ 08103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	\$0
267	SYNERGYLYNK	2473 WILSON TERRACE UNION, NJ 07083	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	\$0
268	SYSTEMWARE INC.	15301 DALLAS PARKWAY STE 1100 ADDISON, TX 75001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2018	\$0
269	T.C. ZIRAAT BANK	122 EAST 42ND STR. SUITE 310 NEW YORK, NY 10168	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2009	\$0
270	TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH	1500 SOUTH MAIN STREET FORT WORTH, TX 76104	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2020	\$0
271	TEACH FOR AMERICA	25 BROADWAY 12TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	\$0
272	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2006	\$0
273	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	11/14/2002	\$0
274	THE ALDRIDGE COMPANY	P.O. BOX 56506 HOUSTON, TX 77256	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	\$0
275	THE BESSEMER GROUP	100 WOODBRIDGE CTR DRIVE WOODBRIDGE, NJ 07095	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/6/2004	\$0
276	THE BIG IDEA	331 9TH ST NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	\$0
277	THE MANUFACTURERS LIFE INSURANCE COMPANY	200 BLOOR STREET EAST TORONTO, ON M4W 1E5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2008	\$0
278	THE NORTH HIGHLAND COMPANY	3333 PIEDMONT ROAD, NE SUITE 1000 ATLANTA, GA 30305	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	\$0
279	THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK	630 WEST 168TH STREET - PH 18-115 NEW YORK, NY 10032	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/27/2010	\$0
280	THERAPUTE	6501 PEAKE ROAD #300 MACON, GA 31210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	\$0
281	THIRD POINT LLC	55 HUDSON YARDS 51ST FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	\$0
282	THOMAS GALLAWAY CORPORATION DBA TECHNOLOGENT	100 SPECTRUM CENTER DRIVE, STE 700 IRVINE, CA 92618	SUNGARD AVAILABILITY SERVICES, LP	SUBCONTRACTOR AGREEMENT	12/15/2015	\$0
283	THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC.	833 CHESTNUT STREET SUITE 600 PHILADELPHIA, PA 19107	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	\$0
284	TIME WARNER CABLE ENTERPRISES LLC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	\$0
285	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRUCTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	\$0
286	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRUCTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2005	\$0
287	TORY BURCH	11 WEST 19TH STREET, 7TH FL- NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/4/2012	\$0
288	TP ICAP AMERICAS HOLDINGS INC.	155 BISHOPSGATE LONDON, EC2M 3TP	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	\$0

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289	TRANSACTIS, INC.	1250 BROADWAY 34TH FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2013	\$0
290	TRUE RELIGION BRAND JEANS	1888 ROSECRANS AVE. MANHATTAN BEACH, CA 90266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2009	\$0
291	TYNDALE COMPANY, INC.	5050 APPLEBUTTER ROAD PIPERSVILLE, PA 18947	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/19/2012	\$0
292	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR RELOCATION OF AND HOSTING SOLUTION FOR UNICEF'S EXISTING DISASTER RECOVERY DATA CENTER CONDITIONS RELATING TO THE HOSTING SERVICES	6/9/2011	\$0
293	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT NO. 43110856	5/19/2009	\$0
294	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	\$0
295	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	MASTER COLOCATION AGREEMENT	9/27/2012	\$0
296	UNITED MERCHANT SERVICES, INC	255 S STATE RT. 17 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/27/2011	\$0
297	UNITED STATES ADVANCED NETWORK, INC.	3080 NORTHWOODS CIRCLE PEACHTREE CORNERS, GA 30071	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2018	\$0
298	UNITI FIBER	9501 INTERNATIONAL COURT N ST PETERSBURG, FL 33716	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	10/1/2017	\$0
299	UNWIRED LTD	1331 7TH ST., SUITE A BERKELEY, CA 94710	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT MASTER COLOCATION AGREEMENT	12/1/2012	\$0
300	US FOODS, INC.	8075 S RIVER TEMPE, AZ 85284	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	\$0
301	VITAS HEALTHCARE CORP	123 SE 3RD AVE # 440 MIAMI, FL 33111	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	\$0
302	VOX SCIENCE CORPORATION	3960 HOWARD HUGHES PKWY LAS VEGAS, NV 89169	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	\$0
303	WE FLORIDA FINANCIAL; CITY COUNTY CREDIT UNION OF FORT LAUDERDALE, A STATE CHARTERED CREDIT UNION	1982 N. STATE ROAD 7 POMPANO BEACH, FL 33063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/30/2006	\$0
304	WELLHEAD ELECTRIC CO.	650 BERCUT DR. SACRAMENTO, CA 95811	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	\$0
305	WESTERN TOOL & SUPPLY COMPANY	1447 MARIANI CT STE 102 TRACY, CA 95376	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	\$0
306	WINDSTREAM COMMUNICATIONS, INC.	11101 ANDERSON DRIVE SUITE 100 LITTLE ROCK, AR 72212	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/1/2016	\$0
307	WOLF, GREENFIELD & SACKS PC	600 ATLANTIC AVENUE BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	\$0
308	WORKWAVE LLC	3600 ROUTE 66 SUITE 400 NEPTUNE, NJ 07753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2008	\$0
309	XO COMMUNICATIONS SERVICES, LLC.	6929 N LAKEWOOD AVE TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	\$0
310	YARDI SYSTEMS, INC.	430 SOUTH FAIRVIEW AVE GOLETA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
311	ZAYO GROUP, LLC	400 CENTENNIAL PARKWAY - SUITE 200 LOUISVILLE, CO 80027	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2012	\$0
312	ZAYO GROUP, LLC	990 S BROADWAY SUITE 100 DENVER, CO 80209	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2013	\$0
313	ZAYO GROUP, LLC (GOOGLE PROJECT)	1805 29TH ST - SUITE 2050 BOULDER, CO 80301	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER RESELLER AGREEMENT	9/17/2015	\$0
314	ZELIS NETWORK SOLUTIONS, LLC COALITION AMERICA, INC.	TWO CONCOURSE PARKWAY SUITE 300 ATLANTA, GA 30328	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2007	\$0
315	ZENSAR TECHNOLOGIES INC.	14475 NE 24TH ST SUITE 110 BELLEVUE, WA 98007	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/5/2020	\$0

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, cover sheets, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
1	ABM BUILDING SERVICES LLC; ABM JANITORIAL SERVICES, INC.	4100 AMON CARTER BLVD STE 112 FORT WORTH, TX 76155 ATTN: RICK EVANS RICK.EVANS@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR JANITORIAL SERVICES	4/1/2013	\$75,234
2	ABM BUILDING SERVICES LLC	1775 THE EXCHANGE ST ATLANTA, GA 30339 ATTN: KEVIN COLLIGAN KEVIN.COLLIGAN@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	8/1/2015	\$105,190
3	AIR SYSTEMS SERVICE & CONSTRUCTION	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	PROFESSIONAL SERVICES AGREEMENT	1/1/2016	\$11,944
4	AIR SYSTEMS SERVICE & CONSTRUCTION; AIR SYSTEMS OF SACRAMENTO, INC.	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL-SERVICE MAINTENANCE AGREEMENT	5/28/2021	
5	AMERICAN MECHANICAL SERVICES OF TEXAS (AMS)	3033 KELLWAY DRIVE CARROLLTON, TX 75006 ATTN: JOSEPH FORD JFORD@AMSOFFUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL COVERAGE SERVICE CONTRACT	6/1/2022	\$0
6	ARBON EQUIPMENT CORP	175 CAMPUS DRIVE PO BOX 6326 EDISON, NJ 08837 ATTN: JOHN DENNIS JDENNIS@RITEHITE.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	1/12/2022	\$0
7	ASSOCIATED ELEVATOR COMPANIES	583D FOREST ROAD SOUTH YARMOUTH, MA 02664 ATTN: JANLAURA BIRCHETT	SUNGARD AVAILABILITY SERVICES, LP	LUBRICATION SERVICE PROGRAM AGREEMENT	NONE	\$593
8	AT&T SERVICES INC; AT&T CORP.	208 S AKARD STREET AT&T DALLAS, TX 75202 ATTN: TIM GUYETTE TG8268@ATT.COM	SUNGARD AVAILABILITY SERVICES, LP; SUNGARD NETWORK SOLUTIONS, INC.	CIRCUIT ORDERS	VARIOUS	\$247,323
9	AUTOMATIC LOGIC CORP	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: GARY MOORE CSPADMIN@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	PROPOSAL	5/28/2019	\$920
10	BISSELL BROS	3207 LUYUNG DRIVE BISSELL BROTHERS RANCHO CORDOVA, CA 95742 ATTN: ARON CULVER ARON@CLEANINGCREW.COM	SUNGARD AVAILABILITY SERVICES, LP	BUILDING MAINTENANCE AND PROPOSAL AGREEMENT	NONE	\$0
11	CABLEVISION LIGHTPATH LLC; CABLEVISION LIGHTPATH, INC.	200 JERICHO QUADRANGLE JERICHO, NY 11753 ATTN: ADE ADEMILOLA ADE.ADEMILOLA@LIGHTPATHFIBER.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$986
12	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	ONE COMCAST CENTER 1701 JFK BLVD. PHILADELPHIA, PA 19103 ATTN: MICHAEL SZEWCZYK MICHAEL_SZEWCZYK@COMCAST.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$9,993
13	CUMMINS PACIFIC; CUMMINS, INC.	ATTN: GENERAL COUNSEL 1939 DEERE AVE IRVINE, CA 92606 ATTN: MARILYN EARL MARILYN.EARL@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	5/6/2021	\$13,282

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
14	CUMMINS ROCKY MOUNTAIN; CUMMINS, INC.	ATTN: WILLY COLBY 8211 EAST 96TH AVE HENDERSON, CO 80640 ATTN: MICHAEL VITCO MICHAEL.A.VITCO@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	11/10/2020	\$2,486
15	DIRECT ENERGY BUSINESS LLC; DIRECT ENERGY LLC	1001 LIBERTY AVENUE PITTSBURGH, PA 15222 ATTN: (LL 3RD PARTY) CHUCK WILK KIM KOSNIK WWW.PREMIERENERGYGROUP.COM CUSTOMERRELATIONS@DIRECTENERGY.COM	SUNGARD AVAILABILITY SERVICES, LP	RENEWABLE ENERGY PURCHASE AGREEMENT	4/20/2021	\$12,464
16	EDF ENERGY	601 TRAVIS STREET SUITE 1700 HOUSTON, TX 77002 ATTN: CHERIE FULLER CHERIE.FULLER@EDFENERGYNA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER RETAIL ELECTRICITY SALES AGREEMENT	2/18/2022	\$223,647
17	ENERGY HARBOR	168 EAST MARKET STREET AKRON, OH 44308 FIRSTCHOICE@ENERGYHARBOR.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT	6/19/2020	\$1,299
18	ENGIE RESOURCES; GDF SUEZ ENERGY RESOURCES	1990 POST OAK BLVD. HOUSTON, TX 77056 CARE@ENGIERESOURCES.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT; MASTER ELECTRIC ENERGY SALES AGREEMENT	1/25/2010	\$182,491
19	ETG FIRE	2131 SOUTH JASMINE ST DENVER, CO 80222 ATTN: MIKE MCNIERNEY MIKE@ETGFIRE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	1/23/2015	\$14,377
20	HILLER FIRE PROTECTION	HILLER FIRE PROTECTION 18 SOUTH HUNT RD MARLBOROUGH, MA 01752 ATTN: JAMES BUGENHAGEN JBUGENHAGEN@HILLERCOMPANIES.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AND INSPECTION AGREEMENT	3/4/2020	\$0
21	HOLT CAT	HOLT CAT 5665 SOUTHEAST LOOP 410 SAN ANTONIO, TX 78222 ATTN: NATE HISSIN DAVID.HISSIN@HOLTCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	10/1/2021	\$0
22	INTEGRATED CONTROL SYSTEMS INC (ICS)	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: JARRED KESSLER JROBERTS@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	SERVICE AGREEMENT PROPOSAL	12/14/2021	\$1,883
23	INTELLITECH	1031 SERPENTINE LANE SUITE 101 PLEASANTON, CA 94566 ATTN: LOLA ABDOUN LABDOUN@GOTOITSI.COM	SUNGARD AVAILABILITY SERVICES, LP	PREVENTATIVE MAINTENANCE AGREEMENT	6/1/2021	\$0
24	JANI-KING OF DALLAS	ATTN: GENERAL COUNSEL 4535 SUNBELT DR ADDISON, TX ATTN: COLBY GREGORY CGREGORY@JANIKINGDFW.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	4/1/2012	\$1,878
25	LAWNMAN	4871 FLORIN PERKINS ROAD SACRAMENTO, CA 95826 ATTN: BURNIE LENAU BURNIE@LAWNMAN.NET	SUNGARD AVAILABILITY SERVICES, LP	LANDSCAPE MAINTENANCE AGREEMENT	3/2/2015	\$0
26	LHC SERVICES LLC	1101 HUNTERS LN ASHLAND CITY, TN 37015 ATTN: BO LARSEN BO.LARSEN@LHCSERVICES.COM	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR FACILITIES ENGINEERING SERVICES	4/18/2017	\$21,558

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
27	LOGICAL SOLUTIONS INC (LSI)	407 INTERNATIONAL PARKWAY SUITE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	ESM SYSTEM SUPPORT AGREEMENT	10/1/2021	\$1,218
28	LSI LOGICAL SOLUTION INC	407 INTERNATIONAL PKWY STE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	1/29/2014	
29	LUMEN; LEVEL 3 COMMUNICATIONS	LEVEL 3/LUMEN 1025 ELDORADO BLVD. BROOMFIELD, CO 80021 ATTN: GERRI MCCORMICK GERRI.MCCORMICK@LUMEN.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$76,770
30	MID AMERICAN ELEVATOR CO	55 MILL STREET 3A NEWTON, NJ 07860 ATTN: KATHY D'AMBROSIO KDAMBROSIO@USAHOIST.COM	SUNGARD AVAILABILITY SERVICES, LP	ELEVATOR MAINTENANCE AGREEMENT	12/9/2021	\$0
31	MILE HIGH WATER TEC INC	6836 DUDLEY CIR ARVADA, CO 80004 ATTN: MAX W. MOLDEN MMOLDEN.MHWTEC@GMAIL.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT SERVICE CONTRACT	6/8/2020	\$0
32	MTS ALLSTREAM INC	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: JOSEE GAGNON JOSEE.GAGNON@ALLSTREAM.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$0
33	NALCO COMPANY LLC; NALCO WATER	1 ECOLAB PLACE ST. PAUL, MN 55102-2233 ATTN: SCOTT GIOVANETTI SCOTT.GIOVANETTI@ECOLAB.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT PROGRAM PROPOSAL	9/18/2020	\$627
34	PRIME POWER SERVICES INC	PRIME POWER 8225 TROON CIRCLE AUSTELL, GA 30168 ATTN: HEATHER NATIONS HNATIONS@PRIMERPOWER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	10/1/2013	\$8,960
35	SOUTHWORTH-MILTON, INC.; MILTON CAT	MILTON CAT SERVICE AGREEMENTS 100 QUARRY DRIVE MILFORD, MA 01757 ATTN: ALEX TUTTLE SERVICESOLUTIONSCENTER@MILTONCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	ONSITE SCHEDULED MAINTENANCE PLAN	4/6/2020	\$4,632
36	SYNCHRONOSS	SYNCHRONOSS TECHNOLOGIES, INC. 200 CROSSING BLVD. BRIDGEWATER, NEW JERSEY 08807 ATTN: DERIC VINYARD DERIC.VINYARD@SYNCHRONOSS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER AGREEMENT	9/30/2021	\$35,000
37	VERIZON BUSINESS NETWORK SERVICES INC	ATTN: GENERAL COUNSEL 1801 MARKET ST PHILADELPHIA, PA 19103 ATTN: RYAN MCINTYRE RYAN.MCINTYRE@VERIZON.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$208,119
38	VERTIV CORPORATION; EMERSON NETWORK POWER; LIEBERT SERVICES	ATTN: GENERAL COUNSEL 1050 DEARBORN DRIVE COLUMBUS, OH 43085 ATTN: HEATHER HILL HEATHER.HILL@VERTIV.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/3/2009	\$669,068
39	ZAYO CANADA INC.; ZAYO CANADA	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: CARLIE SHOONER CARLIE.SHOONER@ZAYO.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	\$2,818

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 3: Leases

NO.	LESSOR	LESSOR ADDRESS	DEBTOR	PROPERTY ADDRESS	CURE AMOUNT
1	DI ASSET CO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	1001 CAMPBELL RD RICHARDSON, TX 75081	\$322,150
2	1500 NET- WORKS ASSOCIATES, LP	AMERIMAR ENTERPRISES INC 210 WEST RITTENHOUSE SQUARE STE 1900 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	1500 SPRING GARDEN ST PHILADELPHIA, PA 19130	\$482,470
3	RAINIER DC ASSETS, LLC; TRES RANCHO CORDOVA, LP	CUSHMAN & WAKEFIELD 400 CAPITOL MALL SUITE 1800 SACRAMENTO, CA 95814	SUNGARD AVAILABILITY SERVICES, LP	11085 SUN CENTER DR RANCHO CORDOVA, CA 95670	\$303,781
4	DIGITAL COMMERCE BOULEVARD, LLC	DIGITAL REALTY TRUST FOUR EMBARCADERO CENTER STE 3200 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	\$530,354
5	410 COMMERCE BOULEVARD; 410 COMMERCE LLC	RUSSO DEVELOPMENT 570 COMMERCE BOULEVARD CARLSTADT, NJ 07072	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	\$353,748
6	ALLEGHENY DC ASSETS LLC; DC-11650 GREAT OAKS WAY, LLC	4890 WEST KENNEDY BLVD STE 650 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	11620 GREAT OAKS WAY ALPHARETTA GA, 30005	\$157,184
7	LANDMARK DIGITAL INFRASTRUCTURE OPERATING COMPANY LLC; 250 LOCKE DRIVE CORPORATION	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	250 LOCKE DR MARLBOROUGH, MA 01752	\$209,261
8	LMRK DI PROPCO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	5600 UNITED DR SMYRNA, GA 30082	\$202,922
9	COMMERCENTER #21	C/O MAJESTIC REALTY CO 13191 CROSSROADS PKWY NORTH SIXTH FLOOR CITY OF INDUSTRY, CA 91746	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	\$127,395
10	SPRINT COMMUNICATIONS COMPANY L.P. ^[1]	391 SPRINT PARKWAY OVERLAND PARK, KS 66251-2040 ATTN: REAL ESTATE ATTORNEY	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	\$0

Notes

[1] Sprint is the lessee under a sublease agreement with Sungard Availability Services LP as the lessor.

Schedule "C"

ENTERED

September 14, 2022

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

)		
In re:	)	Chapter 11	
)		
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)	
)		
Debtors.	)	(Jointly Administered)	
)		
	)	Re Docket Nos. 135, 219, 310, 585, 637	

**ORDER (I) APPROVING THE SALE OF DEBTORS’
ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES; (II) APPROVING THE ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES
IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF**

This Court having considered the *Debtors’ Emergency Motion for Entry an Order (I)(A) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 135] (the “Motion”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Sale Order”), pursuant to sections 105(a), 363, 365 and 503 of title 11 of the United States Code

¹ The last four digits of the Debtors’ tax identification numbers are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuïte des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion or the Asset Purchase Agreement (as defined below), as applicable.

(the “Bankruptcy Code”) and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and upon the *Declaration of Michael K. Robinson in Support of First Day Pleadings* [Docket No. 7] (the “First Day Declaration”); and upon the *Order (I)(A) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 219] (the “Bidding Procedures Order”); and 11:11 Systems, Inc., a Delaware corporation (the “Buyer”) having submitted the highest or otherwise best bid for the Purchased Assets as reflected in that certain Asset Purchase Agreement dated August 21, 2022 (as amended, supplemented or modified from time to time prior to entry of this Sale Order, the “Asset Purchase Agreement”) between the Sellers and the Buyer, which Asset Purchase Agreement is attached hereto as **Exhibit 1** and which, for purposes of this Sale Order, shall include all exhibits, schedules and ancillary documents contemplated therein or related thereto (all such documents, including the Asset Purchase Agreement, the “Transaction Documents”); and the Sale Hearing having been held on September 14, 2022 at 12:30 p.m. (prevailing Central Time) to consider the remaining relief requested in the Motion in respect of the Purchased Assets and approval of the Asset Purchase Agreement; and appearances of all interested parties having been noted on the record of the Sale Hearing; and upon all of the proceedings had before this Court (including the testimony and other evidence proffered or adduced at the Sale Hearing); and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion in respect of the Purchased Assets is in the best interests of the Debtors, their estates, their creditors and other

parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

B. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. §158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rules of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order and directs entry of judgment as set forth herein.

C. Property of the Estate. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a).

D. Statutory Predicates. The statutory predicates for the approval of the Asset Purchase Agreement and the related sale and other transactions contemplated therein (the "11:11 Sale Transaction") contemplated thereby are Bankruptcy Code sections 105, 363 and 365, Bankruptcy Rules 2002, 6004 and 9014 and Rule 6004-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

³ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

E. Petition Date. On April 11, 2022 (the “Petition Date”), each of the Debtors commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. Also on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the *Companies’ Creditors Arrangement Act* (Canada) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

F. Committee. On April 25, 2022, the United States Trustee for the Southern District of Texas appointed the Official Committee of Unsecured Creditors of Sungard AS New Holdings, LLC, *et al.* (the “Committee”).

G. Bidding Procedures Order. On May 11, 2022, this Court entered the Bidding Procedures Order. No appeal, motion to reconsider or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of the Court. The Bidding Procedures Order has not been vacated, withdrawn, rescinded or amended and remains in full force and effect. On May 16, 2022, the Canadian Court granted an order recognizing and granting full force and effect to the Bidding Procedures Order in Canada.

H. Compliance with Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Purchased Assets and

conducted the sale process in compliance with the Bidding Procedures Order. The Debtors and their professionals have afforded potential purchasers a full and fair opportunity to make higher and better offers for the Purchased Assets. The Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Buyer and memorialized by the Asset Purchase Agreement is the Successful Bid for the Purchased Assets. The Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

I. Notice. Proper, timely and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with Bankruptcy Code sections 102(1), 105(a) and 363, Bankruptcy Rules 2002, 4001 and 6004 and in compliance with the Bankruptcy Local Rules and Bidding Procedures Order, including to the Notice Parties (as defined below), more broadly by publication on May 18, 2022 and by filing the Debtors' *Notice of Successful Bid and Sale Hearing* [Docket No. 585] on August 24, 2022. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Asset Purchase Agreement or the 11:11 Sale Transaction is required. The disclosures made by the Debtors concerning the Asset Purchase Agreement, the 11:11 Sale Transaction and the Sale Hearing were sufficient, complete and adequate and no other or further notice of the Motion, the Bidding Procedures, the Sale Hearing, the 11:11 Sale Transaction, the Assumption and Assignment Procedures (including the objection deadline with respect to any Cure Costs) or the assumption

and assignment of the Purchased Contracts, or the Cure Costs, described below, in respect of the Purchased Assets is or shall be required.

Notice of the Debtors' assumption, assignment, transfer and/or sale to the Buyer of the Purchased Contracts has been provided to each non-Debtor party thereto, together with a statement therein from the Debtors with respect to the Cure Costs. Each of the non-Debtor parties to the Purchased Contracts has had an opportunity to object to the Cure Costs and the assumption and assignment of the Purchased Contracts set forth in the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] filed June 3, 2022, *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 310] filed June 14, 2022, *Notice of Proposed Assumed Contracts in Connection with Sale to 11:11 Systems, Inc.* [Docket No. 637] filed September 7, 2022, which stated the Debtors' intent to assume and assign the Contracts (including the Purchased Contracts) and notified the non-Debtor counterparties of the related proposed Cure Costs. Subject to paragraph 26 of this Sale Order, the Cure Cost for each Purchased Contract set forth on **Exhibit 2** hereto is sufficient to comply fully with the requirements of Bankruptcy Code sections 365(b)(1)(A) and (B).

J. **Opportunity to be Heard.** A reasonable opportunity to object or be heard regarding the relief requested in the Motion in respect of the Purchased Assets and the 11:11 Sale Transaction has been afforded to all interested persons and entities, including the following: (i) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (ii) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (iii) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (iv) counsel for Acquiom

Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (v) counsel for the Committee; (vi) counsel for the Buyer in accordance with the Asset Purchase Agreement; (vii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a sale transaction involving any of the Debtors' assets during the past 12 months, including any person or entity that has submitted a bid for any of the Debtors' assets, as applicable; (viii) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Debtors' assets (for whom identifying information and addresses are available to the Debtors); (ix) all non-Debtor parties to any executory contracts or unexpired leases of the Debtors (collectively, the "Contracts") that are proposed to be assumed or rejected in connection with a sale transaction; (x) any governmental authority known to have a claim against the Debtors in these cases; (xi) the United States Attorney General; (xii) the Antitrust Division of the United States Department of Justice; (xiii) the United States Attorney for the Southern District of Texas; (xiv) the Office of the Attorney General in each state in which the Debtors operate; (xv) the Office of the United States Trustee for the Southern District of Texas; (xvi) the Internal Revenue Service; (xvii) the United States Securities and Exchange Commission; (xiii) all parties who have filed a notice of appearance and request for service of papers in these cases pursuant to Bankruptcy Rule 2002; and (xix) all other persons and entities as directed by the Court (the parties listed in (i) through (xix) collectively, the "Notice Parties"). Objections, if any, to the Motion have been withdrawn or resolved and, to the extent not withdrawn or resolved, are hereby overruled; *provided* that Adjourned Cure Objections to Purchased Contracts are preserved and will be treated in accordance with paragraph 26 of this Sale Order (the "Preserved Cure Objections").

K. Marketing Process. As demonstrated by (i) the First Day Declaration, (ii) the testimony and other evidence proffered or adduced at the hearing with respect to the approval of

the bidding procedures held on May 11, 2022 (the “Bidding Procedures Hearing”) and the Sale Hearing and (iii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, the Debtors and their advisors thoroughly marketed the Purchased Assets and conducted the marketing and sale process as set forth in and in accordance with the Motion and the Bidding Procedures Order. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

L. Highest and Best Offer. In accordance with the Bidding Procedures, the Debtors determined in a valid and sound exercise of their business judgment and in consultation with the Consultation Parties that the highest and best bid for the Purchased Assets was that of the Buyer. The consideration provided by the Buyer for the Purchased Assets provides fair and reasonable consideration to the Debtors for the sale of the Purchased Assets and the assumption of all Assumed Liabilities (as defined and limited in the Asset Purchase Agreement), and the performance of the other covenants set forth in the Asset Purchase Agreement will provide a greater recovery for the Debtors’ estates than would have been provided by any other available alternative in respect of the Purchased Assets.

M. Court Approval Required. Entry of an order approving and authorizing the Debtors’ entry into the Asset Purchase Agreement and the Debtors’ performance of all the provisions therein is a necessary condition precedent to the Buyer’s consummation of the 11:11 Sale Transaction. Solely in respect of Sungard AS Canada, an order of the Canadian Court approving and authorizing Sungard AS Canada’s performance of all the provisions therein is a necessary condition precedent to the Buyer’s consummation of the 11:11 Sale Transaction.

N. Business Judgment. The Debtors' decisions to (i) enter into the Asset Purchase Agreement and all ancillary documents filed therewith or described therein and (ii) perform under and make payments, if any, required by such Asset Purchase Agreement constitute reasonable exercises of the Debtors' sound business judgment consistent with their fiduciary duties, and such decisions are in the best interests of the Debtors, their estates, their creditors and all other parties in interest. Good and sufficient reasons for the approval of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein have been demonstrated by the Debtors. The Debtors have established that compelling circumstances exist for the 11:11 Sale Transaction outside: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the 11:11 Sale Transaction is necessary and appropriate to preserve and maximize the value of the Debtors' estates. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the 11:11 Sale Transaction occur promptly.

No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount that would give equal or greater economic value to the Debtors in the aggregate than the value being provided by the Buyer pursuant to the Asset Purchase Agreement. Among other things, the 11:11 Sale Transaction is the best alternative available to the Debtors to maximize the return to their estates in respect of the Purchased Assets. The terms and conditions of the Asset Purchase Agreement, including the consideration to be realized by the Debtors, are fair and reasonable. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the consideration provided by the Buyer under the Asset Purchase Agreement, approval of the Motion, the Asset Purchase Agreement and the transactions contemplated thereby, including the 11:11 Sale Transaction and the assumption and assignment of

the Purchased Contracts, is in the best interests of the Debtors, their estates and creditors and all other parties in interest.

O. Sale in Best Interest. Consummation of the sale of the Purchased Assets is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. Arm's-Length Sale. The Transaction Documents were negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and from arm's-length bargaining positions. None of the Debtors, the Buyer, other parties in interest or their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the 11:11 Sale Transaction, to be avoidable or avoided, or to cause costs or damages to be imposed, under Bankruptcy Code section 363(n), or has acted in bad faith or in any improper or collusive manner with any entity in connection therewith. Specifically, the Buyer has not acted in a collusive manner with any person, and the purchase price was not controlled by any agreement among bidders.

Q. Good Faith Purchaser. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under Bankruptcy Code section 363(m) and any other applicable or similar bankruptcy and nonbankruptcy law. Furthermore, the Buyer is not an "insider" (as defined under Bankruptcy Code section 101(31)) of any Debtor, and, therefore, the Buyer is entitled to the full protections of Bankruptcy Code section 363(m) and has otherwise proceeded in good faith in all respects in connection with these chapter 11 cases. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) the Buyer complied in all respects with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all consideration to be provided by the Buyer and

all other agreements or arrangements entered into by the Buyer in connection with the 11:11 Sale Transaction have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; and (vii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

R. Insider Status. The Buyer is not an "insider" of any Debtor, as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, officers, members, managers or controlling stockholders exists between the Buyer and the Debtors.

S. Sale Free and Clear. Except for liabilities assumed by the Buyer pursuant to the Asset Purchase Agreement and Permitted Liens, a sale of the Purchased Assets other than one free and clear of liens, defenses (including rights of setoff and recoupment), claims, and interests, in each case, in, on or related to the Purchased Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens (including but not limited to mechanics' or materialman's liens), encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, offsets, claims for reimbursement, contribution, indemnity or exoneration, successor liability, product liabilities, environmental liabilities, tax liabilities, labor liabilities, Employee Retirement Income Security Act of 1974 ("ERISA") liabilities, liabilities

related to the Worker Adjustment and Retraining Notification Act of 1988 (the “WARN Act”), liabilities related to the Internal Revenue Code, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature in, on or related to the Purchased Assets (including all “claims” as defined in Bankruptcy Code section 101(5)), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “Encumbrances”), and without the protections of this Sale Order would hinder the Debtors’ ability to obtain the consideration provided for in the Asset Purchase Agreement and, thus, would impact materially and adversely the value that the Debtors’ estates would be able to obtain for the sale of such Purchased Assets. But for the protections afforded to the Buyer under the Bankruptcy Code and this Sale Order, the Buyer would not have offered to pay the consideration contemplated in the Asset Purchase Agreement.

In addition, each entity with an Encumbrance upon the Purchased Assets (other than Assumed Liabilities and Permitted Liens): (i) has consented to the 11:11 Sale Transaction or is deemed to have consented to the 11:11 Sale Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f), and therefore, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1) through (5) has been satisfied. Those holders of Encumbrances (other than Assumed Liabilities and Permitted Liens) who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Encumbrances are adequately protected, thus

satisfying Bankruptcy Code section 363(e), by having their Encumbrances, if any, attach to the proceeds of the 11:11 Sale Transaction, in the same order of priority and with the same validity, force and effect that such Encumbrances had before the 11:11 Sale Transaction, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein. Therefore, approval of the Asset Purchase Agreement and the consummation of the 11:11 Sale Transaction free and clear of Encumbrances is appropriate pursuant to Bankruptcy Code section 363(f) and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

The recitation in the immediately preceding paragraph of this Sale Order is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to as "Encumbrances" therein.

The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the sale of Purchased Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if such sale was not free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). A sale of the Purchased Assets, other than one free and clear of all Encumbrances, would yield substantially less value for the Debtors' estates, with less certainty than the 11:11 Sale Transaction.

T. Application of Section 1146. The transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan and, as such, the Purchased Assets shall be transferred subject to the special tax provisions set forth in Bankruptcy Code section 1146.

U. Assumption and Assignment of Contracts. The assumption and assignment of the Purchased Contracts are an integral part of the Asset Purchase Agreement. Any decision to assume and assign a Purchased Contract may be modified prior to assumption and assignment without

further order of this Court and otherwise consistent with the terms of the Asset Purchase Agreement. The assumption and assignment of the Purchased Contracts does not constitute unfair discrimination, is in the best interests of the Debtors, their estates, their creditors and all other parties in interest and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

Pursuant to the Asset Purchase Agreement, the Buyer shall (i) pay the Cure Costs in accordance with the terms of the Asset Purchase Agreement, under each of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A) and (ii) provide compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the assignment of any of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B). Each of the Purchased Contracts shall be assumed and assigned to the Buyer free and clear of all Encumbrances (other than the Assumed Liabilities or otherwise as set forth in the Asset Purchase Agreement) against the Buyer.

The Buyer has demonstrated adequate assurance of its future performance within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B) under each Purchased Contract. Pursuant to Bankruptcy Code section 365(f), the Purchased Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision in the Purchased Contracts or other restrictions prohibiting their assignment or transfer.

V. Prompt Consummation. The sale of the Purchased Assets must be approved and consummated promptly to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the 11:11 Sale Transaction, and the Debtors and the Buyer intend to close the 11:11 Sale Transaction as soon as reasonably practicable. The Debtors have

demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Asset Purchase Agreement, including the 11:11 Sale Transaction. The Buyer, being a good faith purchaser under Bankruptcy Code section 363(m), may close the 11:11 Sale Transaction contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the terms and conditions of the Asset Purchase Agreement. There is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with regards to the 11:11 Sale Transactions contemplated by this Sale Order and Buyer relied upon such waiver of the stay as a condition precedent to executing the Asset Purchase Agreement.

W. No Successor Liability. No sale, transfer or other disposition of the Purchased Assets pursuant to the Asset Purchase Agreement or entry into the Asset Purchase Agreement will subject the Buyer to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Purchased Assets by reason of such transfer under any laws, including any bulk-transfer laws or any theory of Successor or Transferee Liability (as defined below), antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories. By virtue of the consummation of the transactions contemplated by the Asset Purchase Agreement, (i) the Buyer is not a continuation of the Debtors and their respective estates, there is no continuity of enterprise between the Buyer and the Debtors, there is no common identity between the Debtors and the Buyer, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the 11:11 Sale Transaction does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the

Asset Purchase Agreement and, except with respect to any Assumed Liabilities, Buyer's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature. Buyer would not acquire the Purchased Assets but for the protections against any claims based upon "successor liability" theories (collective, "Successor or Transferee Liabilities").

X. No Fraudulent Transfer. The Transaction Documents were not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia, and none of the parties to the Transaction Documents are consummating the 11:11 Sale Transaction for any other fraudulent or otherwise improper purpose.

Y. Binding Agreement. The Transaction Documents are, or upon their respective execution and delivery by the parties thereto shall be, valid and binding contracts between the Debtors and the Buyer and shall be enforceable pursuant to their terms. The Transaction Documents and consummation of the 11:11 Sale Transaction shall be, to the extent provided in the Transaction Documents, specifically enforceable against and binding upon the Debtors and any chapter 7 trustee or chapter 11 trustee appointed in any of the Debtors' cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

Z. Legal, Valid Transfer. The Debtors have full power and authority (i) to perform all of their obligations under the Transaction Documents and (ii) to consummate the 11:11 Sale Transaction, subject to the entry of an order by the Canadian Court recognizing this Sale Order with respect to the assets of Sungard AS Canada in Canada (the "Recognition Order"). The transfer of the Purchased Assets to the Buyer will be a legal, valid and effective transfer of the Purchased Assets and will vest the Buyer with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of all interests, as set forth in the Asset Purchase Agreement. The Purchased

Assets constitute property of the Debtors' estates and good title is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a). The Debtors are the sole and rightful owners of the Purchased Assets, and no other person has any ownership right, title or interests therein.

AA. No Sub Rosa Plan. Entry into the Asset Purchase Agreement and the transactions contemplated therein neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a chapter 11 plan of reorganization for the Debtors. Entry into the Asset Purchase Agreement does not constitute a *sub rosa* chapter 11 plan.

BB. Consummation is Legal, Valid and Binding. Subject only to the Recognition Order solely with respect to the assets of Sungard AS Canada in Canada, the consummation of the 11:11 Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m) and 365, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated by the Asset Purchase Agreement. The transactions contemplated under the Transaction Documents (including the 11:11 Sale Transaction) are inextricably linked and collectively constitute a single, integrated transaction.

CC. No Third Party Beneficiaries. Nothing in the Asset Purchase Agreement creates any third party beneficiary rights in any entity not a party to the Asset Purchase Agreement.

DD. Transition Agreements. The Transition Services Agreements, as contemplated by the Asset Purchase Agreement, are being negotiated by the parties and the parties reserve all rights with respect thereto.

EE. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:⁴

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion in respect of the Purchased Assets is granted as set forth herein. Any remaining objections to the Motion or the relief requested therein in respect of the Purchased Assets that have not been withdrawn, waived or settled and all reservations of rights included in such objections are overruled on the merits with prejudice and denied. All parties and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein in respect of the Purchased Assets.

2. Those parties, including those holders of interests, who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein in respect of the Purchased Assets for all purposes, including, without limitation, pursuant to Bankruptcy Code section 363(f)(2). Those holders of interests who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of Bankruptcy Code section 363(f) and, therefore, are adequately protected by having their interests that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the 11:11 Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior the 11:11 Sale Transaction, subject to any claims, setoffs, deductions, offsets and defenses of the Debtors to such interests. Any counterparty to a Purchased Contract that has not actually filed with the Court an objection to the assumption or assignment of such Purchased Contract as of the date specified

⁴ To the extent any findings of fact constitute conclusions of law, they are adopted as such, and vice versa.

in the Bidding Procedures Order or as otherwise agreed by the Debtors is deemed to have consented to such assumption and assignment.

3. This Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

B. The Asset Purchase Agreement Is Approved and Authorized

4. The Asset Purchase Agreement and Transaction Documents filed therewith or described therein are approved pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002, 4001, 6004 and 9014. The Debtors are authorized and directed to perform under the Asset Purchase Agreement and all ancillary documents filed therewith or described therein (and each of the transactions contemplated thereby is hereby approved in its entirety and is incorporated herein by reference). The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Purchase Agreement, and all of its provisions and the payments and transactions provided for therein, shall be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession or the District of Columbia, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act and any other applicable law. The 11:11 Sale Transaction may not be avoided or rejected by any person, or costs or damages imposed or awarded against the Buyer, under section 363(n) or any other provision of the Bankruptcy Code.

6. The 11:11 Sale Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The automatic stay imposed by Bankruptcy Code section 362 is modified to the extent necessary, without further order of this Court, to implement the 11:11 Sale Transaction and the other provisions of this Sale Order, including, without limitation, to allow the Buyer to: (a) deliver any notice provided for in the Asset Purchase Agreement and any ancillary documents; and (b) take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. Subject to the terms, conditions and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Transaction Documents and this Sale Order and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Sale Order; *provided, however*, that the foregoing restriction shall not prevent any party in interest from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

8. Subject to the provisions of this Sale Order, the Debtors and the Buyer are hereby authorized, pursuant to Bankruptcy Code sections 105(a) and 363(b)(1), to consummate the 11:11 Sale Transaction in accordance with the Asset Purchase Agreement and all ancillary documents filed therewith or described therein.

9. Pursuant to Bankruptcy Code sections 105, 363 and 365, the Debtors are hereby authorized, empowered and directed to, and shall, take any and all actions necessary or appropriate to (a) sell the Purchased Assets to the Buyer, (b) consummate the 11:11 Sale Transaction in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (c) transfer and assign to the Buyer all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Debtors are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, including the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by the Buyer for the purposes of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Transaction Documents without further notice to or order of this Court. Neither the Buyer nor the Debtors shall have any obligation to proceed with consummating the 11:11 Sale Transaction until all conditions precedent to their obligations to do so have been met, satisfied or waived.

C. Sale and Transfer Free and Clear of Encumbrances

10. Upon the Closing Date, all of the Debtors' legal, equitable and beneficial right, title and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b) and 363(f) free and clear of Encumbrances (other than Assumed Liabilities and Permitted Liens); *provided, however*, that all remaining Encumbrances shall attach to the proceeds of the 11:11 Sale Transaction in the order of

their priority, with the same validity, force and effect that they now have against the Purchased Assets. On the Closing Date, this Sale Order shall be considered, and shall constitute for any and all purposes, a legal, valid, binding, effective and complete general assignment, conveyance and transfer of the Purchased Assets and a bill of sale or assignment transferring indefeasible title in the Purchased Assets to the Buyer and shall vest the Buyer with good and marketable title to the Purchased Assets; *provided further* that, notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of all interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order and the Asset Purchase Agreement.

11. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Buyer on account of the Assumed Liabilities; *provided, however*, that the Buyer reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including the Buyer's rights hereunder and under the Asset Purchase Agreement.

12. To the maximum extent permitted under applicable law, including section 1146 of the Bankruptcy Code, the sale of the Purchased Assets and the transactions contemplated thereby shall be exempt from any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use, or similar fees for Taxes, governmental charges, and recording charges (including any interest and penalty thereon), which may be payable by reason of the sale of the Purchased Assets or the transactions contemplated thereby, given that the transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan.

D. Sale Order Binding

13. All (i) entities, including all filing agents, filing officers, title agents, title companies or title agents, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state and local officials, and (ii) other persons, in each case, who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets, shall be authorized and directed to take any such actions in connection with the 11:11 Sale Transaction or this Sale Order, and this Sale Order shall be binding upon such entities or persons. All entities or persons described in this paragraph are authorized and specifically directed to strike all recorded Encumbrances against the Purchased Assets from their records, official and otherwise.

14. This Sale Order and the terms and provisions of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Buyer and each of their respective affiliates, successors and assigns and any affected third parties, including all persons asserting an interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Sale Order and the terms and provisions of the Asset Purchase Agreement, and any actions taken pursuant hereto or thereto shall survive the dismissal of any of the Debtors' chapter 11 or chapter 7 cases or entry of any order, which may be entered confirming or consummating any plan(s) of the Debtors or converting these cases from chapter 11 to chapter 7, and the terms and provisions of the Asset

Purchase Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Asset Purchase Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Buyer and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the businesses of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Asset Purchase Agreement, and the Buyer and the trustee shall be and hereby are authorized to perform under the Asset Purchase Agreement upon the appointment of such trustee without the need for further order of this Court.

15. Except with respect to the Assumed Liabilities and Permitted Liens, all persons and entities (and their respective successors and assigns), including all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Encumbrances arising under or out of, in connection with or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale or operation of the Purchased Assets and the business prior to the Closing Date or the transfer of Purchased Assets to Buyer, are hereby forever barred, estopped and permanently enjoined from asserting such Encumbrances against the Buyer, its property or the Purchased Assets. Following the Closing Date, no holder of any Encumbrance shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in these cases.

16. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Encumbrances against or in the

Purchased Assets shall not have delivered to the Debtors prior to the Closing Date of the 11:11 Sale Transaction in proper form for filing and executed by the appropriate parties termination statements or instruments of satisfaction or release of all Encumbrances that such person or entity has with respect to such Purchased Assets, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Asset Purchase Agreement and this Sale Order, (a) the Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets that are necessary or appropriate to effectuate the 11:11 Sale Transaction, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units⁵ or as any of the officers of the Debtors may determine are necessary or appropriate and (b) the Buyer is hereby authorized and empowered to cause to be filed, registered or otherwise recorded a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against the Buyer and the applicable Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

17. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the chapter 11 cases or

⁵ As used in this Sale Order, the term “governmental unit” shall have the meaning given to such term in Bankruptcy Code sections 101(27) and 101(41).

the consummation of the transactions contemplated by the Asset Purchase Agreement, including the 11:11 Sale Transaction, the transfer of the Purchased Assets and the assumption and assignment of the Purchased Contracts.

E. Good Faith

18. Neither the Debtors nor the Buyer (including, but not limited to, their equity owners, officers, directors, employees, professionals and other agents thereof) has engaged in any action or inaction that would cause or permit the 11:11 Sale Transaction to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n). Entry into the Asset Purchase Agreement is undertaken by the parties thereto, without collusion and in good faith, as that term is used in Bankruptcy Code sections 363(m) and 364(e), and the Buyer shall be entitled to all of the benefits of and protections under Bankruptcy sections 363(m) and 364(e). The 11:11 Sale Transaction is not subject to avoidance pursuant to Bankruptcy Code section 363(n) or chapter 5 of the Bankruptcy Code and the Buyer is entitled to all the protections and immunities thereunder.

F. No Successor or Transferee Liability

19. The Buyer shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement, the consummation of the 11:11 Sale Transaction, or the transfer, operation or use of the Purchased Assets, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Buyer, with respect to any obligations arising after the Closing Date as an assignee under the Purchased Contracts); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or other law, rule or regulation (including filing requirements under any such laws, rules or

regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

20. Except as expressly provided in this Sale Order or the Asset Purchase Agreement with respect to the Assumed Liabilities, the Buyer shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors (or their predecessors' or affiliates') based, in whole or part, directly or indirectly, on any theory of Successor or Transferee Liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets or the business prior to the Closing Date or such later time as the Buyer is assigned and assumes any Contract. Except to the extent expressly included in the Assumed Liabilities or otherwise provided for in the Asset Purchase Agreement with respect to WARN Act liabilities, the Buyer shall have no liability or obligation under the WARN Act, or any foreign, federal, state or local labor, employment law, whether of similar import or otherwise, by virtue of the Buyer's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

21. The Buyer has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Encumbrance. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential claims of Successor or Transferee Liability of the Buyer, which releases shall be deemed to have been given in favor of the Buyer by all holders of any Encumbrance.

22. Except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities, nothing in this Sale Order or the Asset Purchase Agreement shall require the Buyer to (a) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors or their affiliates are a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including pension plans) or the termination of any such plan, arrangement or agreement.

23. Effective upon the Closing Date, other than with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, or its assets (including the Purchased Assets), or its successors and assigns, with respect to any (a) Encumbrance or (b) Successor or Transferee Liability, including the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting any setoff, right of subrogation or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to

operate any of the Purchased Assets or conduct any of the businesses operated with such Purchased Assets.

24. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement, nothing contained in this Sale Order or the Asset Purchase Agreement: (a) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit (as defined in Bankruptcy Code section 101(27)) that any entity would be subject to as the owner or operator of the Purchased Assets transferred pursuant to the Asset Purchase Agreement after the date of entry of this Sale Order; *provided, however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or Buyer's, as applicable, defenses, claims, causes of action or other rights under applicable nonbankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property; (b) shall be construed to create for any governmental unit any substantive right that does not already exist under applicable law; or (c) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under police or regulatory law governing such transfer or assignment; *provided* that, notwithstanding the foregoing, nothing herein shall be construed to permit a governmental unit to assert, assess or obtain penalties, fines or other fees from Buyer for violations of any such requirement that occurred prior to the Closing Date as a result of the operation of the Purchased Assets; *provided further* if any such violation continues after the Closing Date such governmental unit may seek to assert, assess or obtain penalties, fines or other fees from Buyer for the period of time after the Closing Date that such violations occurred.

G. Assumption and Assignment of Contracts

25. Pursuant to Bankruptcy Code sections 105(a) and 365, the Debtors are authorized and directed to assume and assign the Purchased Contracts to the Buyer, pursuant to the terms of the Asset Purchase Agreement, free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). Subject to paragraph 26 of this Sale Order, the payment of the Cure Costs due under each Purchased Contract to be assumed and assigned to the Buyer under the Asset Purchase Agreement pursuant to Bankruptcy Code section 365(b) in the amounts set forth on **Exhibit 2** to this Sale Order: (a) cures all monetary defaults existing thereunder as of the assignment of the Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement; (b) compensates the applicable counterparties to the Contracts for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Contracts by the Debtors and the assignment of the Contracts to the Buyer constitutes adequate assurance of future performance thereof. The Buyer has provided adequate assurance of future performance under the Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(c) and 365(f)(2)(B).

26. With respect to Purchased Contracts that are subject to Preserved Cure Objections, the Debtors (in reasonable consultation with the Buyer) and the applicable counterparty shall have the authority to compromise, settle or otherwise resolve any Preserved Cure Objections without further order of the Court. If the Debtors and the applicable counterparty determine that the objection cannot be resolved without judicial intervention, then the Preserved Cure Objection will be determined by the Court. Upon resolution of a Preserved Cure Objection and the payment of the applicable Cure Cost, the applicable Purchased Contract that was the subject of the Preserved Cure Objection shall be deemed assumed and assigned to the Buyer as of the Closing Date. In accordance with the Asset Purchase Agreement, the Buyer shall be entitled, in its sole discretion,

to re-designate a contract as an Excluded Contract if the Court allows a Cure Cost in excess of the amount listed on **Exhibit 2** hereto.

27. In accordance with the Bidding Procedures Order, the Buyer shall establish a cash reserve (the “Cure Cost Reserve”) with respect to any disputed Cure Costs that are subject to a Preserved Cure Objection. The Cure Cost Reserve for each Purchased Contract subject to a Preserved Cure Objection will be equal to the cure amount the objecting counterparty reasonably believes is required to cure the asserted monetary default under the applicable Purchased Contract or as otherwise ordered by the Court. The applicable portion of the Cure Cost Reserve will be paid promptly upon resolution of a Preserved Cure Objection.

28. Any Adequate Assurance Objections should have been made in writing, clearly specified the grounds for the objection and been filed with the Court by, and served on, so as to have been received by, the Objection Recipients (as defined in the Bidding Procedures) by no later than **September 9, 2022** (the “Adequate Assurance Objection Deadline”). If no timely Adequate Assurance Objection with respect to a Purchased Contract was filed and served on the Objection Recipients by the Adequate Assurance Objection Deadline, (a) the applicable Purchased Contract is deemed to be assumed and assigned as proposed by the Debtors and the Buyer and (b) the Buyer is deemed to have provided or to be able to provide adequate assurance of future performance of the applicable Purchased Contract in satisfaction of Bankruptcy Code section 365(f)(2)(B).

29. To the extent that any counterparty to a Contract did not timely file a Cure Objection by the deadline to file a Cure Objection, such counterparty is deemed to have consented to the Cure Cost set forth in **Exhibit 2** hereto. The counterparties to the Purchased Contracts are forever bound by the applicable Cure Costs and, upon payment of such Cure Costs as provided for herein and in the Asset Purchase Agreement, are hereby enjoined from taking any action against the Buyer

with respect to any claim for cure under the Purchased Contracts, except as set forth in the Asset Purchase Agreement.

30. Any provision in any Contract that prohibits or conditions the assignment of such Contract or allows the counterparty to such Contract to impose any penalty, fee, increase in payment, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the 11:11 Sale Transaction. All other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of the Contract have been satisfied. Upon the Closing Date, in accordance with Bankruptcy Code sections 363 and 365, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Purchased Contracts to be assumed and assigned to Buyer pursuant to the Asset Purchase Agreement, and such Purchased Contracts shall remain in full force and effect for the benefit of the Buyer.

31. Upon the assignment of the applicable Purchased Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Contract, and the Debtors and their estates shall be released, pursuant to Bankruptcy Code section 365(k), from any liability under the Contract occurring after such assignment.

32. Each counterparty to a Purchased Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Buyer or their respective property in connection with the 11:11 Sale Transaction: (a) any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date, including any breach related to or arising out of a change in control resulting from the 11:11

Sale Transaction of any provision of such Contract, or any purported written or oral modification to the Contract; or (b) any claim, counterclaim, defense, breach, default, condition, setoff or other claim asserted or capable of being asserted against the Debtors existing as of the Closing Date.

33. Other than the Purchased Contracts as set forth in the Asset Purchase Agreement to be assumed and assigned to Buyer, none of the Debtors' other contracts or leases (or any claims associated therewith) shall be assumed and assigned to the Buyer and the Buyer have no liability whatsoever thereunder.

34. All counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the 11:11 Sale Transaction.

H. Other Provisions

35. Transition Services. Pursuant to the Asset Purchase Agreements, the Buyer, the Sellers and certain third parties shall enter into Transition Services Agreements on the Closing Date pursuant to which, effective as of the Closing Date, the parties thereto shall provide certain services for a transitional period following the Closing Date. The Buyer and the Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, and to perform all such other and further acts as may be required under or in connection with the Transition Services Agreements, including executing the Transition Services Agreements and performing and receiving services thereunder. All parties' rights with respect to the Transition Services Agreements are reserved, and if any such party raises an issue with respect to the terms of the Transition Services Agreements that cannot be resolved by agreement of the parties, the Court will hear such issue on an expedited basis.

36. Excluded Liabilities. All persons, governmental units and holders of Encumbrances, including those based upon or arising out of the Excluded Liabilities, are hereby barred and estopped from taking any action against the Buyer or the Purchased Assets to recover property on account of any adverse interests or on account of any liabilities of the Debtors other than Assumed Liabilities and Permitted Liens pursuant to the Asset Purchase Agreement. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets.

37. Excluded Assets. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets. Notwithstanding the preceding sentence and any other provision of this Sale Order, (a) for the avoidance of doubt, the Excluded Assets include the accounts and/or receivables of the Business outstanding as of the Closing that are for services performed prior to the Closing (the "Excluded Accounts"), (b) the Excluded Accounts are and shall remain subject to the prepetition and postpetition liens and security interests of PNC Bank, National Association, as the administrative agent, collateral agent, and lender under the Debtors' prepetition revolving credit facility and ABL DIP facility ("PNC"), including without limitation the ABL DIP Liens, (c) PNC's liens and security interests in the Excluded Accounts are and shall remain enforceable by PNC pursuant to the terms and conditions of the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying*

the Automatic Stay, and (VII) Granting Related Relief [Docket No. 220] (the “Final DIP Order”) and that certain Senior Secured Superpriority, Debtor-in-Possession Revolving Credit Agreement, dated as of July 29, 2022 (as amended, modified, restated, or supplemented, the “ABL DIP Credit Agreement”), including without limitation against the Buyer, and (d) any collections by the Buyer of Excluded Accounts shall be held in trust for the benefit of Sellers, and any collections by Sellers or PNC of accounts and/or receivables of the Business within the scope of Section 2.02(h) of the Asset Purchase Agreement shall be held in trust for the benefit of the Buyer and promptly turned over by Sellers or PNC, as applicable, in both cases in accordance with the terms and conditions of any Transition Services Agreements or similar agreements that may be entered into by the Debtors and the Buyer.

38. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the 11:11 Sale Transaction.

39. Sungard AS Canada. Notwithstanding any other terms herein, the terms of this Sale Order as they relate to Sungard AS Canada’s assets in Canada and the discharge of any court-ordered charges on Purchased Assets in Canada are subject to the terms and entry of the Recognition Order by the Canadian Court.

40. Insurance Policies. Notwithstanding anything to the contrary in the Motion, the Bidding Procedures, the Bidding Procedures Order, any Asset Purchase Agreement, the Assumption and Assignment Procedures, the Proposed Assumed Contracts Notice, any Assumption and Assignment Notice or cure notice or this Order, nothing shall permit or otherwise effect a sale, an assignment or any other transfer of (a) any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, and any of their U.S.-based affiliates and successors (collectively, and each in their capacities as insurers and not issuers of

surety bonds, surety guaranties, or surety-related products the “Chubb Companies”) and all agreements, documents or instruments relating thereto (collectively, but exclusive of the Master Agreement (as defined below), the “Chubb Insurance Contracts”), (b) any rights, proceeds benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, (c) that certain Event Contract Agreement, dated June 16, 2017, by and between Chubb Hotel and Conference Center and Sungard Availability Services, LP; and/or (d) that certain Master Agreement for U.S. Availability Services, dated January 1, 2005, by and between Chubb INA Holdings, Inc. (f/k/a ACE INA Holdings, Inc.) and Sungard Availability Services, LP (the “Master Agreement”); *provided, however*, that to the extent any claim with respect to the Purchased Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Buyer any such insurance proceeds (each, a “Proceed Turnover”), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

41. Surety. Notwithstanding any other provision of this Sale Order or the Transaction Documents, the rights of Westchester Fire Insurance Company, Federal Insurance Company, ACE INA Insurance Federal Insurance Company and ACE American Insurance Company and their affiliated sureties (individually and collectively, and each solely in their capacities as sureties and not insurers, the “Surety”) against the Debtors and/or their non-debtor affiliates in connection with or arising out of: (i) any surety bonds and/or related instruments previously or in the future issued and/or executed by the Surety on behalf of any of the Debtors and/or any of their non-debtor affiliates (each a “Bond” and collectively the “Bonds”); (ii) any indemnity or indemnity-related agreement, including that certain General Agreement of Indemnity executed on or about June 26,

2019 by Debtors Sungard AS New Holdings III, LLC and Sungard Availability Services LP, as indemnitor, in favor of the Surety, as indemnitee (collectively, the “Indemnity Agreement”); and (iii) any related documents, ((i), (ii), and (iii), collectively, are hereafter referred to as the “Surety Documents”), are neither affected nor impaired by the Transaction Documents. Unless otherwise agreed to by the Surety in writing, each of the Bonds relating to the Purchased Assets will be replaced by the Buyer on or before the Closing Date (as defined in the Asset Purchase Agreement) such that any applicable Bonds are fully released and fully discharged such that the Surety’s actual or potential liability thereunder is extinguished (“Discharge Obligation”). In addition, the rights of the Surety (or its affiliate(s)) in connection with any collateral in favor of the Surety or letter of credit (and any amendment(s) or modification(s) thereto) relating to any of the Debtors or their non-debtor affiliates, including that certain Irrevocable Standby Letter of Credit and amendments thereto issued by PNC in the amount of \$1 million dollars in favor of among others, the Surety (the “LOCs”), and any and all proceeds thereof, shall not be affected or impaired by the Transaction Documents.

42. Notwithstanding any other provision in the Sale Documents, all set-off and recoupment rights of Surety and any obligee or beneficiary under any of the Bonds are preserved. Further, notwithstanding any other provision in the Transaction Documents, unless the Surety provides its express written consent, the Surety Documents may not be assumed, assumed and assigned, or otherwise used in any manner for the direct or indirect benefit of any buyer. Notwithstanding anything herein to the contrary, the Surety reserves its rights to: refuse to modify, extend the term of, or increase the amount of, any bond, including any of the Bonds; cancel, terminate or take any other action with respect to the Bonds, to the extent permitted by law; and

refuse to issue any new bond to the Debtors, their non-debtor affiliates or any other person or entity.

43. Alert Logic. Alert Logic, Inc. ("Alert Logic") and the Debtor Sungard Availability Services, LP ("Sungard AS") are parties to that certain Reseller Agreement with an effective date of July 30, 2021 (together with all outstanding and active order forms governed by such Agreement, the "2021 Reseller Agreement"). The prepetition Cure Costs relating to the 2021 Reseller Agreement are \$168,709.85. The 2021 Reseller Agreement is an Assumed Contract subject to satisfaction of the following conditions on or before the Closing Date: (1) Alert Logic shall have received payment in full of the Cure Costs and (2) in addition to the Cure Costs, Alert Logic shall have received payment in full from the Debtors of all postpetition amounts due and owing under the 2021 Reseller Agreement as of the Closing Date. The Buyer assumes all obligations under the 2021 Reseller Agreement arising on or after the Closing Date, including the obligation to pay to Alert Logic all amounts that become due and owing on or after the Closing Date irrespective of whether those amounts accrued before or after the Closing Date. No other contracts or agreements between Alert Logic and any of the Debtors other than the 2021 Reseller Agreement shall be Assumed Contracts.

44. Failure to Specify Provisions; Conflicts. The failure specifically to mention any particular provisions of the Asset Purchase Agreement or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court, the Debtors and the Buyer that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties thereto in accordance with this Sale Order. In the event there is a direct conflict between

the terms of this Sale Order and the terms of the Asset Purchase Agreement, the terms of this Sale Order shall control.

45. Allocation of Consideration. Except as otherwise provided in this Sale Order and the Asset Purchase Agreement, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the 11:11 Sale Transaction are expressly reserved for later determination by this Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, such other Debtor shall have a claim against the recipient Debtor with the status of an expense of administration in the case of the recipient Debtor under Bankruptcy Code section 503(b).

46. Subsequent Plan Provisions and Orders of the Court. The Debtors shall not propose a chapter 11 plan or request entry of an order in these cases that conflicts with or derogates from the terms of this Sale Order. Nothing contained in any chapter 11 plan to be confirmed in these cases or any order to be entered in these cases (including any order entered after conversion of these chapter 11 cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from, the rights, benefits, protections and consideration provided to the Buyer under the Asset Purchase Agreement or this Sale Order, and to the extent of any inconsistency, this Sale Order shall govern.

47. Further Assurances. From time to time, as and when requested, all parties to the 11:11 Sale Transaction shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the 11:11 Sale Transaction, including such actions as may be necessary to vest, perfect or confirm or record or otherwise in the Buyer its right, title and interest in and to the Purchased Assets.

48. Governing Terms. To the extent this Sale Order is inconsistent with any prior order or pleading in these cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

49. Modifications. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof (after consultation with the Consultation Parties), without further order of this Court; *provided* that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. To the extent that any provision of the Asset Purchase Agreement conflicts with or is, in any way, inconsistent with any provision of this Sale Order, this Sale Order shall govern and control. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

50. Automatic Stay. The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the Buyer to deliver any notice provided for in the Asset Purchase Agreement and allow the Buyer to take any and all actions permitted or required under the Asset Purchase Agreement in accordance with the terms and conditions thereof. The Buyer shall not be required to seek or obtain any further relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Asset Purchase Agreement or any other sale-related document.

51. No Stay of Order; Further Instruments; Appeals. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

52. Servers and IT Equipment. Upon consummation of the Sale, and to the extent applicable, the Debtors may retain originals or copies of, and preserve in accordance with their discovery obligations, all hard copy documents and data and information that constitute Purchased Assets and any other document, data or information stored on or in servers, backup devices, mobile devices, electronic storage devices or miscellaneous IT equipment, in each case, that constitutes Purchased Assets, currently in the Debtors' possession, custody or control pertaining to pending or threatened litigation or necessary to administer these cases.

53. Notice of Sale Closing Date. Within one business day of the occurrence of the Closing Date of the 11:11 Sale Transaction, the Debtors shall file and serve a notice of same.

54. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order and the Asset Purchase Agreement, including all amendments thereto and any waivers and consents thereunder and each of the Transaction Documents and other agreements executed in connection therewith, and decide any issues or disputes concerning this Sale Order and the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets.

55. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted in respect of the Purchased Assets pursuant to this Sale Order.

56. The provisions of this Sale Order are non-severable and mutually dependent.

57. The requirements set forth in Bankruptcy Rule 6004(a) and Local Rule 6004-1 are satisfied.

58. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Signed: September 14, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT
BY AND AMONG
SUNGARD AVAILABILITY SERVICES, L.P.,
THE OTHER SELLERS LISTED HEREIN,
AND
11:11 SYSTEMS, INC.
DATED AS OF AUGUST 21, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of August 21, 2022 (the “**Agreement**”), by and among Sungard Availability Services, L.P., a Pennsylvania limited partnership (“**Sungard L.P.**”), and each of its Affiliates listed on Exhibit A to this Agreement (together with Sungard L.P., the “**Sellers**”), and 11:11 Systems, Inc., a Delaware corporation (the “**Buyer**”).

RECITALS

WHEREAS, the Sellers are engaged in the business of cloud and managed services and mainframe as a service in Canada and the United States (collectively, the “**Business**”);

WHEREAS, the Sellers, with Sungard AS New Holdings, LLC, a Delaware limited liability company (“**Sungard AS**”) and certain of its Affiliates, have sought relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the “**Bankruptcy Code**”) by filing cases (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) on April 11, 2022 (the “**Petition Date**”);

WHEREAS, on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“**Sungard AS Canada**”) commenced proceedings (the “**Canadian Proceeding**”) pursuant to Part IV of the Companies’ Creditors Arrangement Act (Canada) (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) seeking, among other things, Canadian recognition of its Chapter 11 Case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer in the Canadian Proceeding; and

WHEREAS, (a) the Sellers desire to sell, transfer, assign, convey and deliver to the Buyer, and the Buyer desires to purchase, acquire and accept from the Sellers, all of the Sellers’ right, title and interest in and to the Purchased Assets, and (b) the Sellers desire to transfer and assign to the Buyer, and the Buyer desires to assume from the Sellers, all of the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order and the Recognition Order and subject to the entry of the Sale Order and the Recognition Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 *Definitions.*

(a) The following terms, as used herein, have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

“**Ancillary Agreements**” means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreements and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

“**Benefit Plan**” means any material plan, program, arrangement or agreement that is a compensation, pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 “cafeteria” or “flexible” benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including any (i) “employee benefit plan” within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA, in each case, (x) which is sponsored, maintained, administered or contributed to by the Sellers or any ERISA Affiliate and (y) under which any Business Employee or any dependent or beneficiary thereof has any present or future right to benefits, but excluding those plans, programs, arrangements or agreements that are maintained by a Governmental Entity.

“**Bravo Assets**” means those certain assets defined as the “Purchased Assets” in the Asset Purchase Agreement dated July 28, 2022, by and among Sungard L.P. and its Affiliates defined therein as the “Sellers” and 365 SG Operating Company LLC, defined therein as the “Buyer”.

“**Business Day**” means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

“**Business Employees**” means those individuals exclusively employed in providing services to the Sellers in the operation of the Business.

“**Canada Pension Plan**” means the Canadian government sponsored pension plan established under an Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors (Canada).

“**Closing Date**” means the date of the Closing.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Competition Act**” means the Competition Act (Canada), and the regulations thereunder.

“**DIP Financing Order**” means the Final Order (I) Authorizing the Sellers to Obtain Postpetition Financing, (II) Authorizing the Sellers to Use Cash Collateral, (III) Authorizing the Sellers to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief [Docket No. 220].

“**Eagle Assets**” means the assets of Sungard AS and its Affiliates used in the operation of their recovery services business and that are not “Purchased Assets” as defined in this Agreement or Bravo Assets.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any trade or business that is, or was at any relevant time, treated as a single employer with any Seller under Section 414 of the Code or Section 4001 of ERISA.

“**ETA**” means the *Excise Tax Act* (Canada).

“**ETA Tax**” means the taxes imposed under Part IX of the ETA and sales, use or value-added tax legislation enacted by any Canadian province.

“**Governmental Entity**” means (i) any supranational, national, federal, state, provincial, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international governmental organization or (iii) any agency, division, bureau, department, commission, board, arbitral or other tribunal, branch or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition (including patent and trademark offices and self-regulatory organizations).

“**Intellectual Property**” means all U.S. and Canadian intellectual property rights, including all trademarks, service marks, trade names, mask works, inventions, patents, trade secrets, copyrights, know-how or any other similar type of proprietary intellectual property right and all applications for, and registrations of, any of the foregoing.

“**Knowledge of Sellers,**” “**Sellers’ Knowledge**” or any other similar knowledge qualification in this Agreement means to the actual knowledge of Michael K. Robinson, Terrence James Anderson and James Paterson.

“**Law**” means any law (including common law), statute, requirement, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity.

“**Lien**” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance in respect of such property or asset.

“**Material Adverse Effect**” means a material adverse effect on the business, assets or financial condition of the Purchased Assets and Assumed Liabilities, taken as a whole, excluding any such effect to the extent resulting from or arising in connection with (i) the transactions contemplated hereby or the announcement thereof, (ii) changes or conditions affecting the industries generally in which any Seller operates, (iii) changes in economic, regulatory or political conditions generally or (iv) changes resulting from the Chapter 11 Cases or the Canadian Proceeding; *provided, however*, in the case of subsections (ii) and (iii), such changes or conditions may be taken into account in determining whether there has been or is a Material Adverse Effect to the extent such changes have a disproportionate effect on the Purchased Assets and Assumed Liabilities relative to other businesses operating in the industry in which the Business operates.

“**Permitted Liens**” means, with respect to the Purchased Assets, (i) Liens for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) statutory or common law liens (including statutory or common law liens of landlords) and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen, in each case, incurred in the ordinary course of business (A) for amounts not yet overdue, (B) for amounts that are overdue and that are being contested in good faith or (C) for amounts as to which payment and enforcement is stayed under the Bankruptcy Code or pursuant to orders of the Bankruptcy Court, (iii) liens securing rental payments under capitalized lease obligations, (iv) restrictions or requirements set forth in any permits relating to the Business, (v) Liens caused by or resulting from the acts or omissions of the Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (vi) Liens arising by operation of Law under Article 2 of any state’s Uniform Commercial Code (or successor statute) in favor of a seller of goods or buyer of goods, (vii) Liens extinguished by the Sale Order or the Recognition Order, and (viii) licenses or other grants of rights to use or obligations with respect to Seller Intellectual Property.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**Quebec Pension Plan**” means the government sponsored pension plan established under the Act Respecting the Québec Pension Plan (Québec).

“**Recognition Order**” means the order of the Canadian Court entered in the Canadian Proceeding recognizing the Sale Order.

“**Sale Hearing**” means the hearing conducted by the Bankruptcy Court to consider approval of the transactions contemplated by this Agreement.

“**Seller Intellectual Property**” means (i) all Intellectual Property owned or purported to be owned by any Seller and (ii) to the extent transferable, any Intellectual Property that is licensed or purported to be licensed to any of the Sellers, in each case, used or held for use exclusively in the Business, other than Intellectual Property that is an Excluded Asset.

“**Tax**” or “**Taxes**” means (i) any federal, provincial, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including Canada Pension Plan and Quebec Pension Plan), unemployment, disability, real property, personal property, sales (including all ETA Tax), use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax or other similar charge of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner (including, but not limited to, withholding on amounts paid to or by any Person), including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder.

“**Taxing Authority**” means any Governmental Entity responsible for the imposition of any Tax (domestic or foreign).

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Allocation Statement	2.06(b)
Assignment and Assumption Agreement	2.08(a)(ii)
Assumed Liabilities	2.03
Avoidance Actions	2.02(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bidding Procedures	7.04(c)
Bidding Procedures Order	7.04(c)
Bill of Sale	2.08(a)(i)
Business	Recitals
Buyer	Preamble
Buyer Plan	9.01(b)
Canadian Court	Recitals
Canadian Proceeding	Recitals
Canadian Purchased Assets	2.05(c)
CCAA	Recitals
Chapter 11 Cases	Recitals
Chapter 11 Contracts	2.01(c)
Closing	2.07
Cure Costs	2.05(a)
Designation Deadline	2.05(f)
Disclosure Schedules	Article 3
Excluded Assets	2.02
Excluded Contracts	2.02(c)
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Licenses	2.01(d)
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Sungard AS Canada	Recitals
Sungard AS's Allocation Notice	2.06(b)
Sungard L.P.	Preamble
Transferred Employee	9.01(a)
Transfer Taxes	8.01(b)
Transition Services Agreement	2.08(a)

ARTICLE 2 PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from the Sellers and each Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, all of such Seller's right, title and interest in, to and under the assets, properties and business, of every kind and description, owned, held or used exclusively in the conduct of the Business by Sellers as the same shall exist on the Closing Date, as listed on Schedule 2.01 (collectively, the "**Purchased Assets**"), including all right, title and interest of Sellers in, to and under the following Purchased Assets to the extent owned, held or used exclusively in the conduct of the Business:

(a) all personal property and interests therein including all equipment, machinery, appliances, gear, computers and computer-related hardware, network and internet and information technology systems-related equipment and all other tangible personal property located in Sellers' data centers or offices that is (i) owned, held or used exclusively in the conduct of the Business and is transferable or (ii) paid for and deployed, but not yet in operational use in the Business, in each case as listed on Schedule 2.01(a);

(b) all supplies and other inventories to which the Sellers have title that are in the possession of Sellers or their Affiliates (including at any data center, office or otherwise) or any third party and used for or held for use exclusively in connection with any Purchased Asset;

(c) all rights transferable under contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date (collectively, the “**Post-Petition Contracts**”) and all transferable executory contracts, including all customer and supplier contracts related to the operation of the Business and all carrier contracts that are supporting the revenue generated by the Business and equipment leases of any Seller (collectively, the “**Chapter 11 Contracts**”; together with Post-Petition Contracts, the “**Purchased Contracts**”) listed on Schedule 2.01(c); to be assumed by the Buyer pursuant to Section 365 of the Bankruptcy Code;

(d) all transferable licenses, permits or other governmental authorizations of any Seller relating exclusively to the Purchased Assets (the “**Licenses**”);

(e) all accounts, notes and other receivables outstanding as of the Closing related to the Purchased Contracts that are for services to be performed on or after the Closing;

(f) all Seller Intellectual Property, including the items listed on Schedule 2.01(f) and all of the Sellers’ rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;

(g) copies of the books, records, files and papers listed on Schedule 2.01(g), whether in hard copy or electronic format, relating to the Purchased Assets;

(h) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities;

(i) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring between the date hereof and the Closing Date, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty; and

(j) all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment covenants executed for the benefit of the Sellers with current or former Business Employees, consultants or contractors of the Sellers or with third parties, in each case solely to the extent related to the Purchased Assets.

SECTION 2.02 Excluded Assets. The Buyer expressly understands and agrees that the following assets and properties of Sellers (the “**Excluded Assets**”) shall be excluded from the Purchased Assets:

(a) all of Sellers’ and their Affiliates’ cash and cash equivalents on hand (including all undeposited checks) and in banks;

(b) insurance policies of Sellers and their Affiliates and claims, credits, causes of action or rights thereunder;

(c) all rights and obligations under the contracts, agreements, leases, licenses, commitments, sales and purchase orders and other instruments of Sellers and their Affiliates that are not Purchased Contracts (collectively, the “**Excluded Contracts**”);

(d) all of the books, records, files and papers, whether in hard copy or electronic format, not listed on Schedule 2.01(g);

(e) all rights of Sellers arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby;

(f) any Purchased Asset sold or otherwise disposed pursuant to Section 5.01(b) prior to the Closing Date;

(g) (i) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, “**Avoidance Actions**”) against any Person; *provided, however*, that it is understood and agreed by the parties that the Sellers will not pursue, cause to be pursued, or, if transferred or conveyed to a third party, Sellers shall require that the recipient thereof is prohibited from pursuing, any Avoidance Actions and (ii) any proceeds of any settlement from and after the date hereof through the Closing of any claims, counterclaims, rights of offset or other causes of action of any of the Sellers against any Person;

(h) all receivables, claims or causes of action that relate to any of the Excluded Assets or Excluded Liabilities;

(i) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof; and

(j) any asset owned by the Sellers that is not a Purchased Asset, including, for the avoidance of doubt, any and all Bravo Assets, Eagle Assets and causes of action relating to the Committee’s Challenge rights under the DIP Financing Order and any commercial tort claims that do not relate to Purchased Assets.

SECTION 2.03 *Assumed Liabilities.* Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations (of any nature or kind, and whether based in common Law or statute or arising under written contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) of the Sellers with respect to, arising out of or relating to the following (the “**Assumed Liabilities**”):

(a) all liabilities and obligations of each Seller arising under Purchased Contracts and Licenses (including all Cure Costs) from and after the Closing;

(b) all liabilities in respect of customers, including all customer claims against any Seller in connection with, and to the extent relating to, the Business, whether known or unknown, arising from and after the Closing;

(c) all liabilities and obligations assumed by, or allocated to, Buyer pursuant to Section 8.01 and Article 8 hereof;

(d) the ownership, possession or use of the Purchased Assets and the operation of the Business, in each case, from and after the Closing;

(e) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing;

(f) all liabilities with respect to the Transferred Employees to the extent arising at or after the Closing or assumed by or allocated to the Buyer pursuant to Article 9 hereof; and

(g) any and all liabilities, obligations and commitments with respect to Taxes (i) imposed with respect to, arising out of, or relating to the Business, the Purchased Assets, and the Assumed Liabilities from and after the Closing or Transfer Taxes, (ii) of the Buyer or (iii) for which the Buyer is liable under this Agreement or any Ancillary Agreement.

For the avoidance of doubt, nothing in this Section 2.03 or Section 2.05 shall prevent the Buyer, after the date hereof and until the Closing, from negotiating or otherwise entering into a mutual agreement to reduce the amount of any Assumed Liability (including Cure Costs under any Purchased Contract) directly with the Person to which such liability or obligation is owed; *provided, however*, that Buyer shall provide Sellers with reasonable advance notice of, and shall include representatives of Sellers in, any such negotiation and any related communications with such Persons.

SECTION 2.04 *Excluded Liabilities.* Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Sellers (all such liabilities and obligations not being assumed being herein referred to as the “**Excluded Liabilities**”).

SECTION 2.05 *Assignment of Contracts and Rights.*

(a) Schedule 2.01(c) sets forth with respect to each Purchased Contract, the Sellers’ good-faith estimate of the amount required to be paid with respect to each Purchased Contract to cure all monetary defaults under such contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the “**Cure Costs**”). The Buyer may identify any Purchased Contract that the Buyer no longer desires to have assigned to it in accordance with Section 2.05(f). All contracts of Sellers that are not listed on Schedule 2.01(c) shall not be considered a Purchased Contract or Purchased Asset.

(b) Prior to the Sale Hearing, the Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court or the Canadian Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract entered into prior to the Petition Date, including the right (subject to Section 5.01) to negotiate in good faith and litigate, if necessary, with any contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(c), then Buyer shall be entitled, in its sole discretion, to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed).

(c) To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets (collectively, the “**Canadian Purchased Assets**”)) and subject to the other provisions of this Section 2.05, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer.

(d) To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and the Canadian Purchased Assets) and subject to the other provisions of this Section 2.05, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of this Agreement or in any Ancillary Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code and the Recognition Order and the CCAA, as applicable), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Buyer of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any consent from any Governmental Entity or any other third party and such consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code and the Recognition Order and the CCAA, as applicable), the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then for a period of three

months following the Closing, the Buyer shall use its commercially reasonable efforts at its sole expense and subject to any approval of the Bankruptcy Court or Canadian Court that may be required, and the Sellers shall use commercially reasonable efforts to cooperate with the Buyer, to obtain such consent as promptly as practicable following the Closing. Pending the receipt of such consent, for such three-month period following the Closing, the parties shall, at the Buyer's sole expense and subject to any approval of the Bankruptcy Court or Canadian Court that may be required, reasonably cooperate with each other to provide the Buyer with all of the benefits and burdens of use of such asset. If consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the Buyer. For such three-month period following the Closing, the Sellers shall hold in trust for, and pay to the Buyer, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.05(e). The parties agree to treat any asset the benefits of which are transferred pursuant to this Section 2.05(e) as having been sold to Buyer for Tax purposes to the extent permitted by Law. The Buyer shall indemnify and hold harmless the applicable Seller for any Taxes imposed on such Seller or any of its Affiliates with respect to any such Purchased Asset for any tax period or portion thereof beginning on or after the Closing Date.

(f) Notwithstanding anything in this Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.01(c) setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such Schedule in each case at any time during the period commencing from the date hereof and ending on the date that is five (5) Business Days before the commencement of the Sale Hearing (the "**Designation Deadline**"). Automatically upon the addition of any contract to Schedule 2.01(c), on or prior to the Designation Deadline, such contract shall be a Purchased Contract for all purposes of this Agreement. Automatically upon the removal of any contract from Schedule 2.01(c), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts and, where applicable, may file corresponding motions with the Canadian Court recognizing, and giving force and effect in Canada to, any such approvals.

SECTION 2.06 *Purchase Price; Allocation of Purchase Price.*

(a) In consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer pursuant to Section 2.05, pay to Sungard AS at the Closing an amount equal to \$1.00 in cash (the "**Purchase Price**").

(b) Within ninety (90) days after the Closing, the Buyer shall deliver to Sungard AS a proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) as of the Closing Date among the Purchased Assets determined on a Seller-by-Seller basis in a manner consistent with Section 1060 of the Code

and the Treasury Regulations promulgated thereunder (“**Allocation Statement**”). If Sungard AS disagrees with the Allocation Statement, Sungard AS may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the “**Sungard AS’s Allocation Notice**”) to the Buyer to such effect, specifying those items as to which Sungard AS disagrees, the basis for such disagreement, and setting forth Sungard AS’s proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) and file its Tax returns (and Tax returns of its Affiliates) using alternative allocations of its choosing. If the Sungard AS’s Allocation Notice is duly and timely delivered, Sungard AS and the Buyer shall, during the twenty (20) days immediately following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes). In the event the parties are unable to resolve any such dispute within such twenty (20) day period, neither the Buyer nor the Sellers will be bound by the Allocation Statement, and each of the parties may independently determine its own allocation of the Purchase Price for income Tax purposes and file its Tax returns (and Tax returns of its Affiliates) using alternative allocations of its choosing. With respect to Sungard AS Canada and the Canadian Purchased Assets, the Purchase Price shall be allocated among the Canadian Purchased Assets in a manner entirely consistent with Schedule 2.06(b). The Buyer and Sungard AS Canada shall each report an allocation of the Purchase Price among the Canadian Purchased Assets in a manner consistent with Schedule 2.06(b) and shall file all tax returns (including amended returns and claims for refunds) and elections required under the Tax Act or equivalent provincial Law in a manner consistent with such allocation.

SECTION 2.07 *Closing.* The closing (the “**Closing**”) of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld LLP, One Bryant Park, New York, New York 10036, as soon as possible, but in no event later than two (2) Business Days, after satisfaction or waiver (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing) of the conditions set forth in Article 10, or at such other time, date or place (which may be virtual) as the Buyer and Sungard AS may mutually agree.

SECTION 2.08 *Deliveries at the Closing.*

- (a) At the Closing, the Sellers shall deliver to the Buyer:
- i. the bill of sale transferring the Purchased Assets to the Buyer substantially in the form of Exhibit B attached hereto (the “**Bill of Sale**”), duly executed by the Sellers;
 - ii. the assignment and assumption agreement to be entered into between the Sellers and the Buyer substantially in the form of Exhibit C attached hereto (the “**Assignment and Assumption Agreement**”);
 - iii. assignments of the Seller Intellectual Property, substantially in the forms of Exhibit D attached hereto (the “**Intellectual Property Assignment Agreements**”), duly executed by the Sellers;

- iv. the transition services agreements to be entered into between the Sellers, certain Persons that acquire the Bravo Assets, the Eagle Assets or any other of the Sellers' or their Affiliates' assets (including through a plan of reorganization) and the Buyer, in a form mutually agreeable to the Buyer and the Sellers for purposes of this Agreement and the transactions contemplated hereby (collectively, the "**Transition Services Agreements**"), duly executed by the Sellers and such other Persons;
 - v. a mutually agreeable master services agreement to be entered into between the Buyer or one of its Affiliates and such Person that acquires from the Sellers or their Affiliates the Bravo Assets, the Eagle Assets or any other of the Sellers' or their Affiliates' assets previously operated by the Sellers or their Affiliates, in a form mutually agreeable to the Buyer and the Sellers (the "**Master Services Agreement**");
 - vi. an IRS Form W-9 (or, with respect to Sungard AS Canada, an IRS Form W-8), duly executed by each Seller.
- (b) At the Closing, the Buyer shall deliver to the Sellers:
- i. an amount equal to the Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Sungard AS;
 - ii. the Assignment and Assumption Agreement, duly executed by the Buyer;
 - iii. the Bill of Sale, duly executed by the Buyer;
 - iv. each Intellectual Property Assignment Agreement, duly executed by the Buyer;
 - v. the Transition Services Agreements, duly executed by the Buyer; and
 - vi. the Master Services Agreement, duly executed by the Buyer.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed on the disclosure schedules delivered by the Sellers to the Buyer relating to this Agreement (the "**Disclosure Schedules**"), each Seller represents and warrants to the Buyer solely with respect to the Business, the Purchased Assets and the Assumed Liabilities as follows:

SECTION 3.01 *Corporate Existence and Power.* Each Seller is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted.

SECTION 3.02 *Corporate Authorization.* Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order and the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and the Canadian Court's entry of the Recognition Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the Sellers' powers and authorities and have been duly authorized by all necessary action on the part of each Seller. On the date which the (a) in respect of all of the Sellers other than Sungard AS Canada, the Sale Order is entered and (b) in respect of Sungard AS Canada, on the date which the Recognition Order is entered, this Agreement and the Ancillary Agreements will constitute valid and binding agreements of the Sellers (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 3.03 *Governmental Authorization.* Except as disclosed in Schedule 3.03 of the Disclosure Schedules, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity, agency or official other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court and the Canadian Court, and (b) any such action or filing as to which the failure to make or obtain would not have a Material Adverse Effect.

SECTION 3.04 *Competition Act.* Neither the aggregate value of the Purchased Assets in Canada nor the value of the annual gross revenues from sales in or from Canada generated from those assets, in each case determined in accordance with the Competition Act, exceeds C\$93 million.

SECTION 3.05 *Noncontravention.* Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate the organizational documents of any Seller, (b) assuming compliance with the matters referred to in Section 3.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (c) except as to matters which would not have or would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset or Assumed Liability to which any Seller is entitled under any provision of any agreement or other instrument binding upon any Seller except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens.

SECTION 3.06 *Required Consents.* Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and the Canadian Court, for any Seller, there is no agreement or other instrument binding upon any Seller requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement and the Ancillary Agreements, except such consents or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

SECTION 3.07 *Absence of Certain Changes.* Except as disclosed in Schedule 3.07 of the Disclosure Schedules, matters arising (i) from the Chapter 11 Cases or authorized by the Bankruptcy Court and (ii) from the Canadian Proceeding or authorized by the Canadian Court, since March 1, 2022, the Business has been conducted in the ordinary course consistent with past practices and there has not been, with respect to the Business or the Purchased Assets:

(a) any event, occurrence or development which has had a Material Adverse Effect;

(b) any creation or other incurrence of any Lien on any Purchased Asset other than Permitted Liens; or

(c) any transaction or commitment made, or any contract or agreement entered into, by the Sellers relating to any Purchased Asset other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement or any Ancillary Agreement.

SECTION 3.08 *No Undisclosed Material Liabilities.* To the Knowledge of the Sellers there are no Assumed Liabilities, other than:

(a) liabilities under Purchased Contracts and Purchased Licenses (including Cure Costs relating to any Purchased Contract);

(b) liabilities disclosed on Schedule 3.08 of the Disclosure Schedules;

(c) liabilities or obligations relating to individuals employed exclusively in the operation of the Business; and

(d) liabilities which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchased Assets.

SECTION 3.09 *Material Contracts.* Except for the Excluded Contracts or contracts disclosed in Schedule 3.09 of the Disclosure Schedules, with respect to the Business, no Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for annual rentals of \$150,000 or more that cannot be terminated on not more than sixty (60) days' notice without payment by such Seller of any material penalty;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by such Seller of \$50,000 or more or (B) aggregate payments by such Seller of \$50,000 or more, in each case that cannot be terminated on not more than sixty (60) days' notice without payment by the Sellers of any material penalty;

(iii) any sales, distribution or other similar agreement providing for the sale by such Seller of goods, services or other assets that provides for annual payments to such Seller of \$50,000 or more;

(iv) any agreement relating to the acquisition or disposition of any material business or assets (whether by merger, sale of stock, sale of assets or otherwise);

(v) any material agreement that limits the freedom of such Seller to compete in any line of business or with any Person or in any area;

(vi) any policy of insurance covering any Seller, the Purchased Assets, the Business or liability, performance or payment thereof;

(vii) any material agreement with or for the benefit of any Affiliate of any Seller;
or

(viii) any settlement agreement or similar contract related to the Purchased Assets or Assumed Liabilities arising pursuant to a Purchased Contract that include material obligations outstanding as of the Closing.

SECTION 3.10 *Litigation.* Except as disclosed in Schedule 3.10 of the Disclosure Schedules and other than the Chapter 11 Cases, the Canadian Proceeding and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Business or the Purchased Assets before any court or arbitrator or any Governmental Entity, agency or official which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.11 *Compliance with Laws and Court Orders.* To the Knowledge of Sellers, no Seller is in material violation of any Law, rule, regulation, judgment, injunction, order or decree applicable to the Purchased Assets or the conduct of the Business.

SECTION 3.12 *Properties.* The Sellers have good title to, or in the case of any leased personal property, have valid leasehold interests in, all Purchased Assets.

SECTION 3.13 *Employee Benefit Plans.*

(a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.13(a). With respect to each material Benefit Plan with respect to the Business, the Sellers have provided to the Buyer, a true, correct and complete copy (or, to the extent no such copy exists or the Benefit Plan is not in writing, a written description) thereof and, to the extent applicable, (i) all material documents constituting such Benefit Plan, (ii) any related trust agreements and all other material contracts currently in effect with respect to such Benefit Plan, (iii) discrimination tests for the most recent plan year, (iv) the most recent IRS determination letter, (v) the most recent IRS Form 5500 (including schedules), and (vi) financial statements for the most recent plan year.

(b) The Sellers and their ERISA Affiliates, with respect to the Business, do not maintain, contribute to, or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, and within the last six (6) years have not maintained, contributed to or had any direct or indirect liability, whether contingent or

otherwise, with respect to (i) any employee benefit plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, (ii) any “multiemployer plan” (as defined in Section 4001(a)(3) or 3(37) of ERISA), or (iii) any multiple employer plan (as described in Section 413(c) of the Code).

(c) No Benefit Plan related to the Business provides post-termination, post-ownership, or retiree health or welfare benefits to any Business Employee beyond those required by COBRA for which the covered Person pays the full premium cost of coverage or any post-employment benefits continuation required by applicable Law.

(d) To Knowledge of Sellers, each Benefit Plan related to the Business, which is intended to be qualified under Section 401(a) of the Code has received a currently valid favorable determination letter, or has pending or has time remaining in which to timely file an application for such determination, from the Internal Revenue Service, and to the Knowledge of Sellers, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification.

SECTION 3.14 *Labor Matters.*

(a) No Seller is a party to or bound by any collective bargaining agreement or other labor union contract applicable to their employees, no collective bargaining agreement is currently being negotiated with respect to any of the Sellers’ employees, and no Seller employees are represented by a labor union. To the Sellers’ knowledge, there is no pending or threatened strike, work stoppage or material labor dispute concerning the Sellers’ employees.

(b) Except as would not result in material liability, (i) the Sellers are in material compliance with all applicable Laws relating to labor and employment, including, but not limited to, all Laws relating to the hiring, promotion, and termination of employees; fair employment practices; equal employment opportunities; wages and hours; labor relations; discrimination and harassment; disability; immigration; workers’ compensation; and occupational safety and health, and (ii) each of the Sellers’ employees has all work permits, immigration permits, visas or other authorizations required by Law for such employee given the duties and nature of such employee’s employment.

(c) As of the date hereof, the Sellers have provided the Buyer with a true, complete and correct list of the Business Employees and the independent contractors and consultants who are engaged exclusively by the Business, the Purchased Assets or the Assumed Liabilities, including sales personnel that maintain the customer relationships of the Business and the Purchased Assets, which list contains, as applicable, such individual’s employer of record or contracting entity, respective job titles, date of hire or engagement, work location, current base salary, hourly wage rate or fee arrangement, current classification status as an exempt or non-exempt employee or as an independent contractor, visa status (including type of visa) and, if applicable, commission, bonus or any other guaranteed compensation.

SECTION 3.15 *Intellectual Property Matters.*

(a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.15 of the Disclosure Schedules, good and valid title is held solely and exclusively by

the Sellers and free and clear of any Liens. The Sellers have not received written notice that any other Person, other than a Seller, claims ownership interest in any material Seller Intellectual Property.

(b) There are no court or adjudicative order to which any of the Sellers are parties that restrict the rights of those Sellers to use any of the material Seller Intellectual Property or permit any other Person to use the material Seller Intellectual Property.

(c) To the Knowledge of Sellers, no Person is materially infringing upon any material Seller Intellectual Property. The Sellers have not brought any action or proceeding alleging that any Person is infringing upon material Seller Intellectual Property.

(d) To the Knowledge of the Sellers, none of the Seller Intellectual Property, the processes performed by the Seller Intellectual Property, and/or use of the Seller Intellectual Property materially infringe upon Intellectual Property of any other Person.

(e) The Sellers have taken commercially reasonable and customary steps to maintain their proprietary rights in the material Seller Intellectual Property, and to preserve the secrecy and confidentiality of all material Seller Intellectual Property that constitutes confidential or proprietary information, and/or trade secrets.

(f) To the Knowledge of the Sellers, no product included in the material Seller Intellectual Property contains any (i) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access or to disable, erase, or otherwise harm any product or (ii) any back door, time bomb, drop dead device, or other software routine designed to disable a product automatically with the passage of time or under the positive control by unauthorized Person.

SECTION 3.16 *Residency.* Sungard AS Canada is not a “non-resident” of Canada within the meaning of the Tax Act.

SECTION 3.17 *Affiliate Agreements.* No Purchased Asset is presently owned or leased by or to any Affiliate of any Seller. Excluding this Agreement and the Ancillary Agreements, as of the date hereof, other than as set forth on Schedule 3.17 of the Disclosure Schedule, there are no agreements, understandings or proposed transactions (including any intercompany contracts, arrangements, financing agreements or intercompany loans related to the Business) between any Seller and any of its officers, directors or Affiliates that relate to the Purchased Assets.

SECTION 3.18 *Exclusivity of Representations and Warranties.* The representations and warranties made by the Sellers in this Agreement (as qualified by the Disclosure Schedules) and in the Ancillary Agreements are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. The Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to the Buyer or its officers, directors, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data not included in this Agreement).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that:

SECTION 4.01 *Corporate Existence and Power.* Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

SECTION 4.02 *Corporate Authorization.* The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the powers of Buyer and have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and the Ancillary Agreements constitutes valid and binding agreements of Buyer (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Sellers).

SECTION 4.03 *Governmental Authorization.* The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or material filing with, any Governmental Entity, agency or official.

SECTION 4.04 *Noncontravention.* The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer, (ii) assuming compliance with the matters referred to in Section 4.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which Buyer is entitled under any provision of any agreement or other instrument binding upon Buyer or (iv) result in the creation or imposition of any material Lien on any asset of Buyer.

SECTION 4.05 *Financing.* Buyer has, or will have prior to the Closing, sufficient funds available to deliver the Purchase Price, including the timely satisfaction of the Assumed Liabilities and payment of cash, if any, to the Sellers, and to otherwise consummate the transactions contemplated by this Agreement.

SECTION 4.06 *Litigation.* There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer threatened against or affecting, Buyer before any court or arbitrator or any Governmental Entity, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.07 *Finders' Fees.* There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.08 *Inspections; No Other Representations.* Buyer is an informed and sophisticated buyer, and has engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Sellers have given Buyer complete and open access to the key employees, documents and facilities of the Business. Buyer will undertake prior to Closing such further investigation and request such additional documents and information as it deems necessary. Buyer acknowledges and agrees that the Purchased Assets are sold “as is” and Buyer agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Sellers, except, in each case, as expressly set forth in this Agreement (as qualified by the Disclosure Schedules) or in any Ancillary Agreement. Without limiting the generality of the foregoing, Buyer acknowledges that none of the Sellers makes any representation or warranty with respect to (i) any projections (including with respect to any balance sheet), estimates or budgets delivered to or made available to Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to Buyer or its counsel, accountants or advisors with respect to the Business, except, in each case, as expressly set forth in this Agreement (as qualified by the Disclosure Schedules) or in any Ancillary Agreement.

SECTION 4.09 *Sales Tax.* If applicable, Buyer is, or will be prior to the Closing, registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax, in each case, for Canadian Tax purposes. Buyer has provided, or will provide at the Closing, Sungard AS Canada with its registration numbers for such taxes.

SECTION 4.10 *Not Foreign Person.* Buyer is not a “Foreign Person” as such term is defined at 31 C.F.R § 800.224 and/or 31 C.F.R. § 802.221.

ARTICLE 5 COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business.* Except as may be required by the Bankruptcy Code and by the Bankruptcy Court in the Chapter 11 Cases and by the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and by the Canadian Court in the Canadian Proceeding, from the date hereof until the Closing Date, Sellers shall use commercially reasonable efforts to (a) conduct the Business in the ordinary course consistent with past practice over the last six months’ time, (b) preserve intact the business organizations and material relationships with third parties and (c) keep available the services of the present employees of the Business in the ordinary course consistent with past practice over the last six months’ time. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.01, Sellers will not, with respect to the Business:

- (a) acquire a material amount of assets from any other Person;
- (b) sell, lease, license or otherwise dispose of any Purchased Assets except (i) otherwise in the ordinary course consistent with past practices or (ii) pursuant to Sections 363 or 365 of the Bankruptcy Code;
- (c) agree or commit to do any of the foregoing;
- (d) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b); or
- (e) take any action that would be required to be disclosed in Schedule 3.07 of the Disclosure Schedules if taken prior to the date hereof or would reasonably be expected to have a material and adverse effect on the Purchased Assets as a whole.

SECTION 5.02 *Access to Information.* From the date hereof until the Closing Date, each Seller will, and will cause its Affiliates, as applicable, to (i) give Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, employees, books and records of such Seller or its Affiliates relating to the Business, and (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business as such Persons may reasonably request; provided, however, that such access shall be coordinated through persons as may be designated in writing by the Sellers for such purpose. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Sellers. Notwithstanding the foregoing, Buyer shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall Buyer have access to personnel records of any Seller relating to individual performance or evaluation records, medical histories or other information which, in the good faith determination of such Seller, the disclosure of which would subject such Seller to material risk of liability or would violate applicable Law.

SECTION 5.03 *Notices of Certain Events.* Sellers shall promptly notify Buyer of:

- (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
- (b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement;
- (c) any actions, suits, claims, proceedings or, to the Sellers' Knowledge, investigations commenced relating to Sellers or the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10; and
- (d) any action, event, facts or circumstances that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b).

ARTICLE 6
COVENANTS OF BUYER

SECTION 6.01 *Access.* On and after the Closing Date, Buyer will afford promptly to Sellers and their agents and successors reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit Sellers to determine any matter relating to its rights and obligations hereunder or any other reasonable business purpose related to the Excluded Liabilities; provided that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Buyer; provided, however, that such access shall be coordinated through persons as may be designated in writing by the Buyer for such purpose. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Buyer. Notwithstanding the foregoing, Sellers shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall Sellers have access to personnel records of any Transferred Employee relating to individual performance or evaluation records, medical histories or other information which, in the good faith determination of Buyer, the disclosure of which would subject the Buyer or its Affiliates to material risk of liability or would violate applicable Law. Sellers will hold, and will direct and use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all documents and information concerning Buyer, its Affiliates, the Purchased Assets, the Assumed Liabilities or the Business provided to them pursuant to this Section.

ARTICLE 7
COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Reasonable Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, Buyer and Sellers will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Sellers and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in Buyer good title to the Purchased Assets, *provided, however*, that neither Sellers nor the Buyer are obligated to incur any material cost or expense or initiate or join in any litigation in order to meet the obligations under this Section 7.01.

SECTION 7.02 *Certain Filings.* Sellers and Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03 *Transition Services Agreement.* Sellers and Buyer shall cooperate with one another and with the purchaser(s) of the Bravo Assets and the Eagle Assets in which the Business is currently operated (the “**Remaining Business**” and, such purchaser(s), the “**Remaining Buyer(s)**”) to facilitate the entry by Buyer and the Remaining Buyer(s) into the Transition Services Agreements, to enable Buyer to maintain and support the Business, the Purchased Assets and the Assumed Liabilities at Sellers’ or its Affiliates’ colocation facilities. The Transition Services Agreement shall provide for, among other things, the allocation of shared resources used by the Sellers’ or its Affiliates’ in support of both the Business, the Purchased Assets or the Assumed Liabilities, on the one hand, and the Remaining Business, on the other hand, including the allocation of personnel (the “**Shared Service Providers**”) and support of customer and supplier contracts (the “**Shared Contracts**”) that are performed or otherwise benefit both the Business, the Purchased Assets or the Assumed Liabilities, on the one hand, and the Remaining Business, on the other hand, in each case, as set forth on Schedule 7.03. Sellers shall cooperate with Buyer and the Remaining Buyer(s) prior to Closing to identify the Shared Service Providers and the Shared Contracts, including any Cure Costs associated therewith that is allocable to the Business and the Remaining Business.

SECTION 7.04 *Public Announcements.* Except for filings effectuated by the Sellers in connection with the Chapter 11 Cases or the Canadian Proceeding, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable Law (including the Bankruptcy Code and the CCAA) or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.05 *Bankruptcy Court Approval.*

(a) The Sellers and the Buyer shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure (a) the entry of an order of the Bankruptcy Court (the “**Sale Order**”) in substantially the form of Exhibit E approving this Agreement and authorizing the transactions contemplated hereby and (b) the entry of the Recognition Order by the Canadian Court. The Sellers and the Buyer shall consult with one another regarding pleadings which any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court or the Canadian Court in connection with or which might reasonably affect, the Bankruptcy Court’s entry of the Sale Order, or the Canadian Court’s entry of the Recognition Order, as applicable. The Sellers shall use commercially reasonable efforts to provide Buyer and its counsel with draft copies of all notices and filings to be submitted by the Sellers to the Bankruptcy Court or the Canadian Court pertaining to the proposed Sale Order or Recognition Order, as applicable.

(b) The Sellers shall seek entry of the Sale Order by the Bankruptcy Court to approve this Agreement and authorize the transactions contemplated hereby without conducting an auction as contemplated in the bidding procedures (the “**Bidding Procedures**”) attached as an exhibit to the order of the Bankruptcy Court approving the Bidding Procedures (the “**Bidding Procedures Order**”).

(c) If the Sale Order or Recognition Order or any other orders of the Bankruptcy Court or Canadian Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, re-argument, reversal or leave to appeal shall be filed with respect to the Sale Order, Recognition Order or other such order), Sellers and Buyer will, at the sole cost and expense of Buyer, cooperate in taking such steps diligently to defend such appeal, petition or motion and shall seek an expedited resolution of any such appeal, petition or motion, *provided, however*, Sellers' obligations in regard to such appeal, petition or motion are subject to Section 7.07.

SECTION 7.06 *Notices.* If at any time (a) Buyer becomes aware of any material breach by any Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by any Seller, or (b) any Seller becomes aware of any breach by Buyer of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Buyer, the party becoming aware of such breach shall promptly notify the other parties, in accordance with Section 13.01, of such breach. Upon such notice of breach, the breaching party shall have fourteen (14) days to cure such breach prior to the exercise of any remedies in connection therewith.

SECTION 7.07 *Communications with Customers and Suppliers.* Prior to the Closing, the Buyer shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, the Sellers' customers, suppliers, licensors, licensees and other Persons with which the Sellers have commercial dealings without obtaining the prior written consent of the Sellers. Each Seller agrees that, subsequent to the Closing, it will refer all customer inquiries or other communications with business relationships relating to the Business to Buyer.

SECTION 7.08 *Winding Up; Dissolution; Liquidation.* Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit Sellers from ceasing their respective operations or winding up their respective affairs at any time before or after the Closing Date, it being acknowledged and agreed by Buyer that it is a possibility Sellers may wind up their respective affairs and liquidate and dissolve their respective existences as soon as reasonably practicable following the Closing Date or the consummation of a liquidating plan under Chapter 11 of the Bankruptcy Code.

SECTION 7.09 *Post-Closing Payments; No Wrong Pockets.*

(a) If, for a period of nine (9) months after the Closing, any Seller or any of their respective Affiliates receive any notices, monies or amounts that are properly due, deliverable or owing to the Buyer or attributable to the Purchased Assets (including funds relating to any Purchased Contracts for any post-Closing period) or Assumed Liabilities in accordance with the terms of this Agreement, the Sellers shall, or shall cause their respective Affiliates to, promptly, but in any event within twenty (20) Business Days of receipt, remit, pay or deliver, or shall cause to be remitted, paid or delivered, to Buyer (or its designated Affiliates) any monies or checks primarily related to the Business that have been sent to such Seller or its Affiliates after the Closing Date by customers, suppliers or other contracting parties primarily related to the Business to the extent they are or are in respect of a Purchased Asset for any period or Assumed Liability.

(b) If, for a period of nine (9) months after the Closing, the Buyer receives notices, monies or amounts that are properly due, deliverable or owing to the Sellers or attributable to the Excluded Assets or Excluded Liabilities in accordance with the terms of this Agreement (or the purposes and intent of this Agreement), Buyer shall, or shall cause its applicable Affiliates to, promptly remit, pay or deliver, or shall cause to be remitted, paid or delivered, to the Sellers (or their designated Affiliate) any monies or checks that have been sent to Buyer or its Affiliates after the Closing Date solely to the extent they are in respect of an Excluded Asset or Excluded Liability.

ARTICLE 8 TAX MATTERS

SECTION 8.01 *Tax Cooperation; Allocation of Taxes.*

(a) The Buyer and Sellers agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including, without limitation, access to books and records) as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the claim of any input tax credit under the ETA or similar tax benefit under applicable Law, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case with respect to Taxes or Tax returns in respect of the Business or the Purchased Assets. For a period of three (3) years following the Closing Date, each party shall use commercially reasonable efforts to provide the other with at least ten (10) days' prior written notice before destroying any such books and records with respect to Taxes pertaining to the Purchased Assets with respect to any Tax period (or portion thereof) ending on or prior to the Closing Date, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records. Sellers and Buyer shall use commercially reasonable efforts to cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

(b) To the extent not exempt under Section 1146(c) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales (including ETA Taxes), use, value added, registration stamp, recording, documentary, conveyancing, franchise, transfer and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by Buyer. Buyer and Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation; provided further that the parties shall reasonably cooperate in availing themselves of any available exemptions from any collection of (or otherwise reduce) any such Transfer Taxes, including a request (as part of the Chapter 11 Cases) that the Sellers' sale of the Purchased Assets be exempted from Transfer Taxes pursuant to Section 1146 of the Bankruptcy Code.

(c) Buyer and the applicable Sellers shall, to the extent applicable, jointly make election(s) under subsection 167(1) of the ETA in respect of the sale of the Canadian Purchased Assets, in the prescribed form, such that no ETA Tax is payable in respect of such sale. Buyer shall timely file such election forms with the appropriate Governmental Entity in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Entity that

any of the Sellers are liable to pay, collect or remit any ETA Taxes in respect of the sale of the Purchased Assets, the Buyer shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to the applicable Sellers for remittance to the appropriate Governmental Entity.

(d) Buyer and Sungard AS Canada shall, to the extent applicable, jointly make an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of Sungard AS Canada transferring its accounts receivable (excluding, for certainty, any Excluded Assets) to the Buyer as part of the Purchased Assets. Buyer and Sungard AS Canada agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(e) Buyer and Sungard AS Canada shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Entity. To the extent applicable for Canadian Tax purposes, Sungard AS Canada and the Buyer acknowledge that a portion of the Purchased Assets was transferred to the Buyer as payment by Sungard AS Canada to the Buyer for the assumption by the Buyer of such future obligations of Sungard AS Canada.

ARTICLE 9 EMPLOYEE MATTERS

SECTION 9.01 *Employee Matters.*

(a) Transferred Employees. The employment or engagement of each of the Business Employees and independent contractors, consultants and service providers identified on Schedule 9.01(a), which includes such Business Employees, independent contractors, consultants and service providers whom Buyer has determined are necessary for operation of the Business and the Purchased Assets after Closing, including sales personnel that maintain the customer relationships of the Business and the Purchased Assets, shall be transferred to the Buyer, and the Buyer shall accept the transfer of all such employees and independent contractors, consultants and other service providers automatically effective as of the Closing (collectively, the “**Transferred Employees**”). For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee employed by Buyer or one of its Affiliates with terms and conditions of employment that are substantially similar, in the aggregate, to such Transferred Employee’s terms and conditions of employment as of immediately prior to the Closing, including with respect to (i) base salary or hourly wage rate, as applicable, (ii) cash bonus opportunities and incentive opportunities (excluding equity incentive arrangements) and (iii) employee benefits (including severance payments and benefits). With respect to each Transferred Employee that is an independent contractor, consultant or other service provider, the Buyer shall assume each such individual’s respective contract. Notwithstanding the foregoing, nothing herein will, after the Closing Date, impose on the Buyer any obligation to retain any Transferred Employees in its employment or engagement for any amount of time.

(b) Cooperation. In connection with the Buyer’s obligations under this Article 9, prior to the Closing the Sellers shall reasonably cooperate with and assist the Buyer, including:

(i) providing such information, to the extent not prohibited by applicable Law, reasonably requested by the Buyer of the Business Employees; and (ii) making the Business Employees available to the Buyer, without interference with the Business, with reasonable advance notice and during normal business hours, for purposes of interviewing and onboarding. The Sellers shall not take, cause or allow to be taken any action intended to impede, hinder, interfere or otherwise compete with the Buyer's or its Affiliate's effort to hire any Business Employee. The Buyer shall not be responsible for any liability, obligation or commitment arising out of any Business Employee's employment or termination of employment with the Sellers or non-acceptance of the Buyer's offer of employment or failure to commence employment with the Buyer, which liabilities, obligations and commitments shall remain those of the Sellers, subject in each case to Buyer's compliance with its obligations pursuant to this Article 9.

(c) Service Credit. The Buyer and its Affiliates shall treat, and shall cause each plan, program, policy, practice and arrangement sponsored or maintained by Buyer or any of its Affiliates on or after the Closing Date which is made available to any Transferred Employee (or the spouse, domestic partner or dependent of any Transferred Employee) on or after the Closing Date (each, a "**Buyer Plan**") to treat, for all purposes (including for purposes of determining eligibility to participate, vesting, benefit accrual and level of benefits (including vacation and severance but not for purposes of benefit accruals under a defined benefit plan) and including for the purpose of calculating all service-based entitlements under applicable Law), all service with the Sellers and their Affiliates (and any predecessor employers to the extent the Sellers and their Affiliates or any corresponding Benefit Plan provides for past service credit) as service with Buyer and its Subsidiaries and Affiliates; provided, however, that such service need not be counted to the extent it would result in duplication of benefits and such service need only be credited to the same extent and for the same purpose as such service was credited under the corresponding Benefit Plan; provided, further, that, with respect to any Buyer Plan for which third party consent would be required to provide such service credit, Buyer and its Affiliates shall use their respective commercially reasonable efforts to cause the foregoing.

(d) Welfare Benefits. The Buyer and its Subsidiaries and Affiliates shall use commercially reasonable efforts to cause each Buyer Plan that is a welfare benefit plan, within the meaning of Section 3(l) of ERISA, and in which any Transferred Employee commences participation in: (i) waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing conditions limitations and other exclusions and limitations, regarding the Transferred Employees and their spouses, domestic partners and dependents to the extent such exclusions, requirements or limitations were waived or satisfied by (or were not applicable) a Transferred Employee under the corresponding Benefit Plan and (ii) to recognize for each Transferred Employee any deductible, copayment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under any Benefit Plan that provides welfare benefits during the plan year in which occurs the later of the Closing Date and the date on which such Transferred Employee begins participating in such Buyer Plan for purposes of satisfying the corresponding deductible, co-payment, and out-of-pocket provisions under such Buyer Plan. Except as required by applicable Law, effective as of the Closing Date, each Transferred Employee who is a participant in any Benefit Plan shall cease to accrue benefits under and be an active participant in any such Benefit Plan.

(e) Claims Incurred. Sellers shall remain liable and retain responsibility for, and continue to pay in accordance with the terms of the applicable Benefit Plan, all medical, dental, life insurance and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred by such Transferred Employee (or his or her spouse, domestic partner and/or dependents) which are covered by such Benefit Plan, whether incurred prior to, on or after the Closing Date, and shall remain liable for workers compensation claims (including medical, disability, permanency and expense claims) incurred by any Transferred Employee prior to the Closing Date. The Buyer or one of its Affiliates shall be responsible for all expenses and benefits with respect to claims incurred by any Transferred Employee (or his or her spouse, domestic partner and/or dependents) on or after the Closing Date and which are covered by any Buyer Plan and shall be liable and responsible for workers compensation claims (including medical, disability, permanency and expense claims) incurred by any Transferred Employee on or after the Closing Date. For purposes of this Section 9.01(e), a claim is deemed incurred: in the case of medical or dental benefits, when the services that are subject to the claim are performed; in the case of life insurance, when the death occurs; in the case of accidental death and dismemberment or workers compensation claims, when the event giving rise to the claim occurs; and in the case of a claim that results in a hospital admission, on the date of admission.

(f) Wage Reporting. Buyer and Sellers agree to utilize, or cause their respective Affiliates to utilize, the “Standard Procedure” provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting for the Transferred Employees. Notwithstanding anything to the contrary in this Agreement, the Sellers shall (or shall cause their Affiliates to) provide copies to Buyer of any records relating to withholding and payment of income and unemployment Taxes (federal, state and local) and FICA and FUTA Taxes and any and all state unemployment payment reserves and/or charge history with respect to wages paid to the Transferred Employees for the calendar year in which the Closing occurs (including without limitation, Forms W-4 and Employee’s Withholding Allowance Certificates).

(g) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any employee, independent contractor, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing contained herein, express or implied, (i) shall be construed to establish, amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement, policy or scheme, including any Benefit Plan, or restrict or otherwise limit the right of any party hereto to amend, terminate or otherwise modify any such plans or arrangements, or (ii) shall be construed as a guarantee of employment for any period, or a restriction or other limitation on the right of any party hereto to terminate the employment of any individual at any time. The parties hereto agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or other service provider.

ARTICLE 10
CONDITIONS TO CLOSING

SECTION 10.01 *Conditions to Obligations of Buyer and Sellers.* The obligations of Buyer and Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) *No Orders.* No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing.

(b) *Sale Order.* The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal.

(c) *Recognition Order.* The Canadian Court shall have entered the Recognition Order and the Recognition Order shall be in full force and effect and shall not be subject to a stay pending appeal.

SECTION 10.02 *Conditions to Obligation of Buyer.* The obligation of Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants.* Sellers shall have performed in all material respects all of their material obligations hereunder required to be performed by them on or prior to the Closing Date.

(b) *Representations and Warranties.* The representations and warranties of Sellers contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) *Certificate.* The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of each Seller certifying to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) *Deliveries.* The Sellers shall make or cause to be made the deliveries described in Section 2.08(a).

SECTION 10.03 *Conditions to Obligation of Sellers.* The obligation of Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants.* The Buyer shall have performed in all material respects all of its material obligations hereunder required to be performed by it at or prior to the Closing Date

(b) *Representations and Warranties.* The representations and warranties of the Buyer contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of

another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by this Agreement.

(c) *Certificate.* The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in Section 10.03(a) and Section 10.03(b) have been satisfied.

(d) *Deliveries.* The Buyer shall make or cause to be made the deliveries described in Section 2.08(b), including payment of the Purchase Price.

SECTION 10.04 *Waiver of Conditions Precedent.* Upon the occurrence of the Closing, any condition set forth in this Article 10, other than as provided in Section 10.01(b) and Section 10.01(c), that was not satisfied as of the Closing shall be deemed to have been waived as of and after the Closing.

ARTICLE 11 SURVIVAL

SECTION 11.01 *Survival.* The (a) representations and warranties of each of the Sellers and the Buyer and (b) covenants and agreements of each of the Sellers and the Buyer that by their terms are to be performed before Closing, contained in this Agreement, in any Ancillary Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein and in any Ancillary Agreement that by their terms are to be performed after Closing shall survive the Closing indefinitely except the covenants, agreements, representations and warranties contained in Articles 8 and 9 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 12 TERMINATION

SECTION 12.01 *Grounds for Termination.* This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Sellers and Buyer;
- (b) by either Sellers or Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either party having the option, by written notice to the other party, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) fourteen (14) days after any notice delivered pursuant to Section 7.06 of a breach that has not been cured in accordance with Section 7.06 (the later of clause (i) and (ii), the “**Outside Date**”), unless the party seeking termination is in material breach of its obligations hereunder;
- (c) by either Sellers or Buyer, if any condition set forth in Section 10.01 is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(d) by Buyer, if Sellers willfully and materially breach any of Sections 2.07, 5.01, 7.01, 7.02 or 7.04 and such breach is continuing in any material respect following Buyer's compliance with Section 7.06;

(e) by Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 10.03 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.06;

(f) by Sellers, if the Sellers execute a definitive agreement with a third party for the acquisition of all or substantially all of the Purchased Assets;

(g) by Sellers, if the Sellers determine for any reason to terminate the sale of the Purchased Assets or the Business; or

(h) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 13.11 within fifteen (15) days prior to the Closing Date.

The party desiring to terminate this Agreement pursuant to this Section 12.01 (other than pursuant to Section 12.01(a)) shall give notice of such termination to the other party in accordance with Section 13.01.

SECTION 12.02 *Effect of Termination.* If this Agreement is terminated as permitted by Section 12.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement; *provided* that if such termination shall result from a breach of this Agreement by Buyer which results in a failure by Buyer to satisfy any of the closing conditions set forth in Section 10.03, Buyer shall be fully liable for any and all damages incurred or suffered by the other party as a result of such failure or breach; *provided, further*, that Buyer's liability pursuant to this sentence shall not exceed \$1,000,000. The provisions of Sections 12.02, 12.03, 13.04, 13.05 and 13.06 shall survive any termination hereof pursuant to Section 12.01.

SECTION 12.03 *Expenses.* Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated thereby shall be paid by the party hereto incurring such expenses.

SECTION 12.04 *Exclusive Remedies.* In the event of any breach prior to the Closing by either party of any of such party's agreements, covenants, representations or warranties contained herein or in the Bidding Procedures, the Sale Order or the Recognition Order, including any breach that is material or willful, except as set forth in Section 13.12, the parties' sole and exclusive remedy shall be to exercise such party's rights to terminate this Agreement pursuant to Section 12.01, and such party shall not have any further cause of action for damages, specific performance or any other legal or equitable relief against the other parties hereto or any of their respective former, current or future equityholders, directors, officers, Affiliates, agents or representatives with respect thereto.

ARTICLE 13
MISCELLANEOUS

SECTION 13.01 *Notices.* All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party hereto for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid, return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile or email; in each case to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to Buyer, to:

11:11 Systems, Inc.
695 Route 46, Suite 301
Fairfield, New Jersey 07004
Attention: Brett Diamond
Email: bdiamond@1111systems.com

with a copy to:

Perkins Coie LLP
1900 Sixteenth Street, Suite 1400
Denver, Colorado 80202
Attention: Sonny Allison
Email: SAllison@PerkinsCoie.com

if to Sellers, to:

Sungard AS New Holdings, LLC
565 East Swedesford Road, Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen B. Kuhn; Philip Dublin; Meredith Lahaie
Email: skuhn@akingump.com; pdublin@akingump.com; mlahaie@akingump.com
Telephone: 212 872-1008; 212 872-8083; 212 872-8032

SECTION 13.02 *Amendments and Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Subject to Section 12.04, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 13.03 *Successors and Assigns.* No party shall be entitled to assign this Agreement or any rights or obligations hereunder without the prior written consent of, with respect to any assignment by Buyer, the Sellers, and, with respect to any assignment by any Seller, Buyer, which consent may be withheld by the applicable party in its sole and absolute discretion, and any such attempted assignment without such prior written consent shall be void and of no force and effect, provided, however, that Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more wholly-owned subsidiaries without the prior written consent of the Sellers so long as prior to such assignment such assignee(s) of Buyer agrees in writing in favor of the Sellers to be bound by the provisions of this Agreement, it being agreed that no such assignment shall relieve Buyer of any of its obligations hereunder.

SECTION 13.04 *Governing Law.* Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) apply, this Agreement shall be governed by and construed in accordance with the Law of the State of New York, without regard to the conflicts of Law rules of such state.

SECTION 13.05 *Jurisdiction.* (a) Prior to the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court, and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 13.01 shall be deemed effective service of process on such party.

(b) Upon the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District

Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 13.01 shall be deemed effective service of process on such party.

SECTION 13.06 *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.07 *Counterparts; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 13.08 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written.

SECTION 13.09 *Bulk Sales Laws.* Buyer hereby waives compliance by Sellers and Sellers hereby waive compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar Laws other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 13.10 *Captions, Headings, Interpretation.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disbaring any party by virtue of authorship of any provisions of this Agreement.

SECTION 13.11 *Disclosure Schedules.* The parties acknowledge and agree that (i) the Disclosure Schedules to this Agreement may include certain items and information solely for

informational purposes for the convenience of Buyer and (ii) the disclosure by Sellers of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Sellers that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Disclosure Schedule discloses an item or information in such a way as to make its relevance to the disclosure required by another Disclosure Schedule reasonably apparent, the matter shall be deemed to have been disclosed in such other Disclosure Schedule, notwithstanding the omission of an appropriate cross-reference to such other Disclosure Schedule. The parties acknowledge that the Disclosure Schedules may not be complete as of the execution of this Agreement, and the parties hereby covenant they each will use commercially reasonable efforts to complete and deliver the Disclosure Schedules as soon as practical following the execution of this Agreement. Disclosure Schedules not included as attachments to this Agreement upon the execution and delivery hereof shall be delivered by the party responsible therefor no later than thirty (30) days prior to the Closing, and shall thereupon, if mutually acceptable to the parties, be deemed included in this Agreement as if such Disclosure Schedule was attached to this Agreement as of the execution of this Agreement. Either party may assert a good faith dispute or objection with regard to any Disclosure Schedule, and the parties shall thereafter have fifteen (15) days to negotiate such disputed Schedule and (a) with respect to a Schedule disputed by the Buyer, that has or would reasonably be expected to have a material and adverse impact on the Buyer's ability to conduct the Business or operate the Purchased Assets in the ordinary course of business consistent with past practices over the six (6) months preceding the date hereof, or (b) with respect to a Schedule disputed by the Sellers, results in a material and adverse impact on the financial and other benefits of the transaction for the Sellers; then the party asserting such dispute may terminate this Agreement in accordance with Section 12.01(h). Notwithstanding anything to the contrary set forth in this Agreement (including this Section 13.11), the parties hereby agree that if the Cure Costs arising under the Purchased Contracts exceed, in the aggregate, \$3,000,000, the Buyer and the Sellers shall each be responsible for bearing fifty percent (50%) of any Cure Costs incurred above \$3,000,000 up to \$4,000,000; *provided*, the Sellers may, in their sole discretion, agree to bear any Cure Costs in excess of, in the aggregate, \$4,000,000; *provided, further*, that if the Cure Costs exceed \$4,000,000 and Sellers do not agree to bear the full amount of such excess, the Buyer shall be entitled to terminate this Agreement pursuant to Section 12.01(h).

SECTION 13.12 *Specific Performance.* The parties recognize that if the Buyer breaches this Agreement or refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the Sellers for their injuries. The Sellers shall therefore be entitled, in addition to any other remedies that may be available, to equitable relief, including an injunction or injunctions or orders for specific performance, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including, for the avoidance of doubt, the obligation of the Buyer to consummate the transactions contemplated by this Agreement), without proof of actual damages or the posting of a bond or other undertaking. If any action is brought by the Sellers to enforce this Agreement, the Buyer shall waive the defense that there is an adequate remedy at Law.

SECTION 13.13 *Time of the Essence.* Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

DocuSigned by:

Mike Robinson

D4219EF0BE4444E...

By: _____

Name: Mike Robinson

Title: Chief Executive Officer

**SUNGARD AVAILABILITY SERVICES
(CANADA) LTD.**

DocuSigned by:

Mike Robinson

D4219EF0BE4444E...

By: _____

Name: Mike Robinson

Title: Chief Executive Officer

BUYER:

11:11 SYSTEMS, INC.

DocuSigned by:
Brett Diamond
By: 6582F003F13E440...
Name: Brett Diamond
Title: Chief Executive Officer

EXHIBIT A

SELLERS

1. Sungard Availability Services (Canada) Ltd.

EXHIBIT B
BILL OF SALE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT E
SALE ORDER

Exhibit 2

Cure Costs

Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
1	3SI SECURITY SYSTEMS, INC	101 LINDENWOOD DRIVE STE. 200 MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/31/2014	\$0
2	AAA LIFE INSURANCE COMPANY	17900 N. LAUREL PARK DRIVE LIVONIA, MI 48152	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2015	\$0
3	AECON CONSTRUCTION GROUP INC.	20 CARLSON COURT SUITE 800 ETOBICOKE, ON M9W 7K6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MANAGED SERVICES MASTER SERVICES AGREEMENT	12/20/2013	\$0
4	AMERICA TO-GO	1001 6TH AVENUE, 4TH FLOOR NEW YORK, NY 10018 ATTN: ANDRES CORREAL ANDRES.CORREAL@AMERICATOGO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2011	\$0
5	ARLINGTON CONSULTING CORP.	1218 ARLINGTON LANE SAN JOSE, CA 95129 ATTN: JULIE HUANG JULIE.HUANG@ARLINGTONSEMI.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/20/2022	\$0
6	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	200 UNIVERSITY AVE STE 801 TORONTO, ON M5H 3C6 CANADA ATTN: ERIC CHEN ECHEN@AMO.ON.CA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/23/2021	\$0
7	ASTENJOHNSON, INC.	4399 CORPORATE ROAD CHARLESTON, SC 29405-7445	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2007	\$0
8	ATLA, LLC.	3139 N. SAN FERANADO ROAD LOS ANGELES, CA 90065 ATTN: DAVID MAXWELL DAVIDM@AIODM.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2015	\$0
9	AXALTA COATING SYSTEMS	TWO COMMERCE SQUARE 2001 MARKET STREET SUITE 3600 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2014	\$0
10	BOND BRAND LOYALTY	6900 MARITZ DRIVE MISSISSAUGA, ON L5W 1L8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	10/1/2014	\$0
11	BY APPOINTMENT ONLY, INC.	300 APOLLO DRIVE CHELMSFORD, MASSACHUSETT 01824 ATTN: BRANDON BERGERON BBERGERON@BAOINC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/17/2014	\$0
12	CAREFINDERS TOTAL CARE LLC	2600 MOUNT EPHRAIM AVENUE CAMDEN, NEW JERSEY 08104 ATTN: YURI KASAN YKASAN@CAREFINDERS.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2021	\$0
13	CATHAY BANK	4128 TEMPLE CITY BLVD ROSEMEAD, CA 91770	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/31/2010	\$0
14	COMMAND FINANCIAL PRESS	125 BROAD STREET, 5TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/15/2010	\$0
15	COMMUNITY TRUST COMPANY	5700 YONGE ST. SUITE 1900 NORTH YORK, ON M2M 4K2, CA ATTN: ELIZABETH PARISH EPARISH@QUESTRADE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	3/1/2015	\$0
16	COMMUNITY TRUST COMPANY	5700 YONGE ST. SUITE 1900 NORTH YORK, ON M2M 4K2, CA ATTN: ELIZABETH PARISH EPARISH@QUESTRADE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	5/1/2015	\$0
17	CONTAX (MEDRELEAF CORPORATION PROJECT)	290 ST. DAVID STREET S FERGUS, ON N1M 2L5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CANADIAN SUNGARD REFERRAL PARTNER PROGRAM AGREEMENT	6/14/2017	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
18	CRONOS CLINICAL CONSULTING SERVICES	201 S. MAIN STREET SUITE 1 LAMBERTVILLE, NEW JERSEY, 08530 ATTN: MATT MASOTTI MATT.MASOTTI@CRONOSCCS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	\$0
19	DELTA DIVERSIFIED ENTERPRISES, INC	425 W GEMINI DR TEMPE, AZ 85283	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2013	\$0
20	DOCUMENT SOLUTIONS GROUP INC	136 GREEN TREE ROAD SUITE 130 OAKS, PA 19456	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2006	\$0
21	DWK LIFE SCIENCES, INC	1501 N. 10TH STREET MILLVILLE, NJ 08332	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	\$0
22	ECOLANE	940 WEST VALLEY ROAD WAYNE, PA 19087 ATTN: JASON ELLIS JASON.ELLIS@ECOLANE.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2019	\$0
23	EDENRED USA	265 WINTER STREET 3RD FLOOR WALTHAM, MA 02451 ATTN: BHAVESH AMIN BHAVESH.AMIN@EDENREDUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2013	\$0
24	EDENRED USA	265 WINTER STREET 3RD FLOOR WALTHAM, MA 02451 ATTN: BHAVESH AMIN BHAVESH.AMIN@EDENREDUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2013	\$0
25	ELECTRONIC PAYMENTS	7800 CONGRESS AVENUE BOCA RATON, FL 33487	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	\$0
26	ELM RESOURCES	12950 RACE TRACK ROAD SUITE 201 TAMPA, FL 33626	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2006	\$0
27	EMBRY RIDDLE AERONAUTICAL UNIVERSITY	1 AEROSPACE BLVD DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2020	\$0
28	FAIR FACTORIES CLEARINGHOUSE	C/O ABBOTT AND COMPANY 1 MILITIA DRIVE LEXINGTON, MASSACHUSETTS, 02421 ATTN: MARK MCDONOUGH MMCDONOUGH@FAIRFACTORIES.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2014	\$0
29	FCTI, INC.	11766 WILSHIRE BLVD SUITE 300 LOS ANGELES, CA 90025	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2016	\$0
30	FIERA CAPITAL CORPORATION	1501 AVENUE MCGILL COLLEGE BUREAU 800 MONTREAL, QC H3A 3M8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/25/2019	\$0
31	FINANCIAL INDUSTRY COMPUTER SYSTEMS, INC.	14285 MIDWAY ROAD SUITE 200 ADDISON, TX 75001 ATTN: BILLY BUCKELEW BILLYBUCKELEW@FICS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	\$0
32	FIRMEX INC	110 SPADINA AVENUE SUITE 700 TORONTO, ON M5V 2K4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/30/2007	\$0
33	FOLDERWAVE	238 LITTLETON ROAD WESTFORD, MA 01886	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	\$0
34	FRANCHISE WORLD HEADQUARTERS, LLC	325 SUB WAY MILFORD, CT, 06461 ATTN: LEGAL DEPARTMENT / GLOBAL CONTRACTS	SUNGARD AVAILABILITY SERVICES, LP	AMENDED AND RESTATED GLOBAL MASTER SERVICES AGREEMENT	7/19/2019	\$0
35	FRANCHISE WORLD HEADQUARTERS, LLC	325 SUB WAY MILFORD, CT, 06461 ATTN: LEGAL DEPARTMENT / GLOBAL CONTRACTS	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/19/2019	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
36	G3 CANADA LIMITED	200 PORTAGE AVE 3RD FLOOR WINNIPEG, MB R3C 3X2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	6/13/2016	\$0
37	GERBER TECHNOLOGY LLC	24 INDUSTRIAL PARK ROAD WEST TOLLAND, CT 06084	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2021	\$0
38	GLOBAL ATLANTIC FINANCIAL COMPANY	215 10TH STREET SUITE 1100 DES MOINES, IA 50309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2019	\$0
39	GRIDLIANCE HOLDCO, L.P.	201 E JOHN CARPENTER FWY STE 900 IRVING, TX 75062	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2019	\$0
40	GROCERY OUTLET, INC.	5650 HOLLIS STREET EMERYVILLE, CA 94608	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/19/2013	\$0
41	HARVARD SYSTEMS GROUP (THE BROAD INSTITUTE PROJECT	90 HIGLEY RD ASHLAND, MA 01721	SUNGARD AVAILABILITY SERVICES, LP	(PARTNER) CUSTOM AGREEMENT	2/24/2017	\$0
42	HUMAN RIGHTS WATCH, INC.	350 FIFTH AVENUE 34TH FLOOR NEW YORK, NY 10118	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2011	\$0
43	ICONECTIV, LLC.	ONE TELCORDIA DRIVE PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/10/2016	\$0
44	ICONECTIV, LLC.	ONE TELCORDIA DRIVE PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/5/2014	\$0
45	INFOSYS LIMITED	2300 CABOT DR, SUITE 250 LISLE, IL 60532	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/22/2015	\$0
46	INSPIRED GAMING (USA), INC.	250 WEST 57TH STREET 22ND FLOOR NEW YORK, NY 10107	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	\$0
47	INTELLIGENT DIRECT INC.	10 FIRST ST WELLSBORO, PENNSYLVANIA, 16901 ATTN: JORGE AZPILICUETA JORGE.AZPILICUETA@INTELLIGENTDIRECT.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	\$0
48	INTERNATIONAL MEDICAL CORPS	12400 WILSHIRE BLVD. SUITE 1500 LOS ANGELES, CA 90025	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2015	\$0
49	INVESTEDGE, INC.	2400 ANSYS DRIVE SUITE 102 CANONSBURG, PA 15317	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2022	\$0
50	JONAS FITNESS, INC.	16969 N TEXAS AVE SUITE 500 WEBSTER, TX 77598	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2008	\$0
51	KIRUNGU CORPORATION	DÃPLEX NO. 6, OBARRIO, CALLE 61 PANAMÃ, 0 PANAMA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	5/1/2017	\$0
52	LABORER'S DISTRICT COUNCIL OF CHICAGO & VICINITY	999 MCCLINTOCK DRIVE SUITE #300. BURR RIDGE, IL 60527 ATTN: MIKE FURMANSKI AFRANZ@LIUNACHICAGO.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2017	\$0
53	LLOYD'S REGISTER TECHNICAL SERVICES, INC.	1505 HIGHWAY 6 S #250 HOUSTON, TEXAS 77077 ATTN: ARTHUR HARRIS ARTHUR.HARRIS@LR.ORG	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/13/2021	\$0
54	LOYALTYONE	438 UNIVERSITY AVENUE SUITE 600 TORONTO, ON M5G 2L1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/1/2019	\$0
55	LUNDIN MINING	150 KING STREET WEST SUITE 1500 TORONTO, ON M5H 1J9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2017	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
56	MANAGEMENT PARTNERS, INC.	2902 MCFARLAND ROAD SUITE 100 ROCKFORD, ILLINOIS 61107 ATTN: SEAN GRENNAN SGRENNAN@FURSTGROUP.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	\$0
57	MATERIA, INC	60 N SAN GABRIEL BLVD PASADENA, CA 91107	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2021	\$0
58	MFS INVESTMENT MANAGEMENT	111 HUNTINGTON AVENUE BOSTON, MA 2199-7618	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2015	\$0
59	MIAC ANALYTICS	521 5TH AVENUE SUITE 610 NEW YORK, NY 10175	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2015	\$0
60	MRO CORPORATION	1000 MADISON AVENUE SUITE 100 NORRISTOWN, PA 19403	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/28/2005	\$0
61	MSIGHT ANALYTICS, LLC	521 5TH AVE. 9TH FLOOR NEW YORK, NY, 10175 ATTN: VISHAI BHAVSAR VISHAL.BHAVSAR@MIACANALYTICS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2015	\$0
62	NCH CORPORATION	155 N. PFINGSTEN RD SUITE 200 DEERFIELD, IL, 60015 ATTN: JIM BREITBACH JBREITBACH@NCHMARKETING.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	\$0
63	NCL (BAHAMAS) LTD.	7665 NW 19TH STREET MIAMI, FL 33126	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/21/2011	\$0
64	NEBCO INC	1815 Y STREET LINCOLN, NE 68508	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2008	\$0
65	NEST WEALTH ASSET MANAGEMENT INC.	214 KING ST. W. SUITE 510 TORONTO, ON M5H 3S6 CANADA ATTN: ACCOUNTING DEPT ACCOUNTING@NESTWEALTH.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2014	\$0
66	NEW PROCESS STEEL	1322 N POST OAK HOUSTON, TX 77055-5495	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	\$0
67	NORTEK GLOBAL HVAC	173 DUFFERIN STREET TORONTO, ON M6K 3H7 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2022	\$0
68	NORTH AMERICAN CORPORATION OF ILLINOIS	2101 CLAIRE COURT GLENVIEW, IL 60025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2008	\$0
69	NORTH KANSAS CITY HOSPITAL	2800 CLAY EDWARDS DR NORTH KANSAS CITY, MO 64116	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2020	\$0
70	ORSINI PHARMACEUTICAL SERVICES, LLC.	1107 NICHOLAS BOULEVARD ELK GROVE VILLAGE, IL 60007 ATTN: MATTHEW SWAJKOWSKI MSWAJKOWSKI@ORSINIHC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	\$0
71	P3 HEALTH GROUP HOLDINGS, LLC, A DELAWARE LLC.	2370 CORPORATE CIRCLE STE. 300 HENDERSON, NV 89074	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/2/2018	\$0
72	PETHEALTH INC.	710 DORVAL DR SUITE 400 OAKVILLE, ON L6K 3V7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	8/17/2021	\$0
73	PETHEALTH INC.	710 DORVAL DR. SUITE 400 OAKVILLE, ON L6K 3V7 CANADA ATTN: KRISTIAN KATAILA KRISTIAN.KATAILA@PETHEALTHINC.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/1/2022	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
74	PHOENIX SYSTEMS INC	5550 TRIANGLE PARKWAY SUITE 300 PEACHTREE CORNERS, GA 30092 ATTN: JOANNE ARNOLD JARNOLD@PHOENIX-SYSTEMS-INC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2000	\$0
75	PRINCESS AUTO LTD	475 PANET RD WINNIPEG, MB R2C 2Z1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	\$0
76	PRINCESS AUTO LTD	475 PANET RD WINNIPEG, MB R2C 2Z1 CANADA ATTN: GARY VOLK GARY.VOLK@PRINCESSAUTO.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	11/1/2016	\$0
77	PROCON MINING & TUNNELLING LTD.	4664 LOUGHEED HWY BURNABY, BC V5C 5T5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2013	\$0
78	QUEBEC IRON ORE INC.	1100 RENE-LEVESQUE BLVD. OUEST SUITE 610 MONTREAL, QC H3B 4N4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	7/1/2017	\$0
79	R C BIGELOW INC	201 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825 ATTN: ROBERT LOWE ROBERT.LOWE@RCBIGELOW.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	\$0
80	RANDSTAD NORTH AMERICA, INC.	3625 CUMBERLAND BLVD STE 600 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/17/2018	\$0
81	RENTOKIL NORTH AMERICA, INC.	C/O RENTOKIL NORTH AMERICA 1125 BERKSHIRE BLVD SUITE 150 WYOMISSING, PA 19610	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/15/2009	\$0
82	REPVISOR PORTFOLIO SYSTEMS INC.	4711 YONGE STREET 10TH FLOOR NORTH YORK, ON M2N 6K8 CANADA ATTN: MEHMET BALTACIOGLU MEHMET@REPVISOR.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	11/1/2018	\$0
83	RPS REAL PROPERTY SOLUTIONS INC.	39 WYNFORD DR TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/1/2014	\$0
84	SABINA GOLD & SILVER CORP	555 BURRARD STREET SUITE 1800 VANCOUVER, BC V7X 1M9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	\$0
85	SPS TECHNOLOGIES LLC	301 HIGHLAND AVENUE JENKINTOWN, PA 19046	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2015	\$0
86	STANFORD FINANCIAL GROUP RECEIVERSHIP	1029 STATE HIGHWAY 6 NORTH SUITE 650-272 HOUSTON, TX 77079	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/2/2012	\$0
87	STREAM-FLO	4505-74 AVENUE EDMONTON, AB T6B 2H5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	3/1/2018	\$0
88	SUMRIDGE PARTNERS LLC	111 TOWN SQUARE PLACE JERSEY CITY, NJ 07310	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2010	\$0
89	THEDATABANK, GBC	2288 UNIVERSITY AVE. SUITE 201 SAINT PAUL, MN 55114 ATTN: MARK PAQUETTE MARK@THEDATABANK.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/16/2019	\$0
90	TOTAL SYSTEM SERVICES LLC	3550 LENNOX ROAD NE SUITE 3000 ATLANTA, GA 30326 ATTN: JAMES TAYLOR JTAYLOR@TSYS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/28/201	\$0
91	U.S. BANK NATIONAL ASSOCIATION	15710 JFK BLVD. SUITE 500 HOUSTON, TX 77032	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2013	\$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
92	U.S. BANK NATIONAL ASSOCIATION	15710 JFK BLVD. SUITE 500 HOUSTON, TX 77032	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	\$0
93	USA DATA INC	875 THIRD AVENUE SUITE 6A NEW YORK, NY 10022 ATTN: FAROOQ MURTAZA FMURTAZA@USADATA.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2015	\$0
94	VERBATIM AMERICAS LLC	8210 UNIVERSITY EXEC PARK DR SUITE 300 CHARLOTTE, NC 28262	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/25/2008	\$0
95	WEDDERSPOON	17 LEE BLVD MALVERN, PA 19355 ATTN: PETER NELSON PETER.NELSON@SEIDOR.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2018	\$0

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, cover sheets, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
1	ALERT LOGIC INC	1776 YORKTOWN SUITE 700 HOUSTON, TX 77056 ATTN: DOUG BURGESS DOUG.BURGESS@ALERTLOGIC.COM	SUNGARD AVAILABILITY SERVICES, LP	RESELLER AGREEMENT	7/30/2021	\$168,710
2	CISCO SYSTEMS CAPITAL CORPORATION	170 WEST TASMAN DRIVE, 3RD FLOOR MAILSTOP SJC 13 SAN JOSE, CA 95134 ATTN: MIKE BAUM MBAUM@CISCO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER LEASE AGREEMENT	6/15/2021	\$2,620
3	ENSONO	3333 FINLEY RD DOWNERS GROVE, IL 60515 ATTN: NICK LOFASO NICHOLAS.LOFASO@ENSONO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES ^[2]	1/27/2016	\$695,079
4	FIS GCS LLC	601 RIVERSIDE AVE JACKSONVILLE, FL 32204 ATTN: MIKE INNAURATO MIKE.INNAURATO@FISGLOBAL.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER RESELLER SERVICES AGREEMENT	1/25/2013	\$227,643
5	HEXAWARE TECHNOLOGIES INC	1095 CRANBURY SOUTH RIVER RD STE 10 JAMESBURG, NJ 08831 ATTN: SMITA BHATIA SMITABHATIA@HEXAWARE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	12/10/2012	\$175,731
6	IRON MOUNTAIN INC.	1 FEDERAL ST BOSTON, MA 02110 ATTN: CATALANO, ANDREW ANDREW.CATALANO@IRONMOUNTAIN.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	4/1/2014	\$167,485
7	IVANTI, INC.	10377 SOUTH JORDAN GATEWAY SUITE 110 SOUTH JORDAN, UT 84095 ATTN: MARIE HUTCHINS MARIE.HUTCHINS@IVANTI.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER CLOUD SERVICES PROVIDER AGREEMENT	6/15/2015	\$43,205
8	RED HAT INC	100 EAST DAVIE ST RALEIGH, NC 27601 ATTN: CHARITY LISTER CLISTER@REDHAT.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	2/5/2015	\$89,848
9	SULLIVANSTRICKLER LLC	3490 PIEDMONT RD STE 1105 ATLANTA, GA 30305 ATTN: BRENDAN SULLIVAN BSULLIVAN@SULLIVANSTRICKLER.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/18/2018	\$23,837
10	THE COLLECTIVE GROUP	9433 BEE CAVES RD BLDG III, STE 200 AUSTIN, TX 78733 ATTN: JASON THOMAS	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	6/20/2013	\$38,315
11	VERITAS TECHNOLOGIES LLC	500 EAST MIDDLEFIELD RD MOUNTAIN VIEW, CA 94043 ATTN: VICTORIA GONZALEZ VICTORIA.GONZALEZ@VERITAS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER LICENSE AGREEMENT	9/28/2011	\$36,899

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

[2] The service orders, schedules, exhibits, addenda, statements of work or other documents (the "Ensono Documents") under the Master Agreement for Professional Services dated January 27, 2016 between Sungard Availability Services, LP and Ensono LP that are subject to assumption excludes any Ensono Documents relating to services provided to Supervalu Inc. and/or its affiliates.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

Court File No. CV-22-00679628-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**ORDER
(RECOGNITION OF FOREIGN ORDERS)**

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