


|   |  |   |                       |
|---|--|---|-----------------------|
| <b>UNITED STATES BANKRUPTCY COURT</b>   |  | District of Delaware  | <b>PROOF OF CLAIM</b> |
| Name of Debtor:<br><b>Urban Brands, Inc., et al.</b>  |  | Case Number:<br><b>1:10-bk-13005</b>  |                       |
| <small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>  |  |   |                       |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):<br><b>SunGard Availability Services LP</b>   |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.<br><br>Court Claim Number: _____<br>(If known)<br><br>Filed on: _____  |                       |
| Name and address where notices should be sent:<br><br><b>Maureen A. McGreevey, Esquire</b><br><b>680 E. Swedesford Road, Wayne, PA 19087</b><br><br>Telephone number:<br><b>(484) 582-5528</b>  |  | <b>RECEIVED</b><br><br><b>SEP 30 2010</b><br><br><b>BMC GROUP</b>   |                       |
| Name and address where payment should be sent (if different from above):<br><br><br>Telephone number: _____   |  | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.<br><br><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.   |                       |
| 1. Amount of Claim as of Date Case Filed: \$ <u>84,923.00</u><br><br>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.   |  | 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.<br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).<br><br><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).<br><br><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ). |                       |
| 2. Basis for Claim: <u>See Supplement</u><br><small>(See instruction #2 on reverse side.)</small>   |  |   |                       |
| 3. Last four digits of any number by which creditor identifies debtor: <u>8776</u><br><br>3a. Debtor may have scheduled account as: _____<br><small>(See instruction #3a on reverse side.)</small>  |  |   |                       |
| 4. Secured Claim (See instruction #4 on reverse side.)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe:<br><br>Value of Property: \$ _____ Annual Interest Rate _____ %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim,<br>if any: \$ _____ Basis for perfection: _____<br><br>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>81,387.33</u>   |  |   |                       |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.<br><br>7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)<br><br>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.<br><br>If the documents are not available, please explain: _____ |  | Amount entitled to priority:<br>\$ <u>3,535.67</u><br><br>*Amount: 4/1/10 as respect to the date of   |                       |
| Date: <u>09/24/2010</u><br><br>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.<br><br><b>Maureen A. McGreevey, Senior Litigation Counsel</b>  |  | <b>Urban Brands</b><br><br>00011   |                       |
|   |  | <b>FOR COURT USE ONLY</b>   |                       |

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

SunGard reserves the right to file a supplement to this claim for administrative damages and to file a supplemental claim for rejection damages in the event that this Contract is rejected.

## **Exhibit "A" to Proof of Claim**

**Pre-Petition**            (through 09/20/10)

**\$81,38733**            (TOTAL)

**Administrative Claim** • (09/21/10 through 09/30/10)

**\$3,535.67**            (TOTAL)

**Rejection** •

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• SunGard reserves the right to file a supplement to this claim for administrative damages and to file a supplemental claim for rejection damages in the event that this Contract is rejected.

| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 152067457                 | 25-AUG-2008 | 1    |
| Customer Account #: 18776 |             |      |

## Duplicate Invoice

### Bill To:

URBAN BRANDS, INC.  
 ATTN: ED LAUX  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period              | Schedule Number | Schedule Name | Comments   | Amount           | Tax Amount  | Total Due        |
|-----------------------------|-----------------|---------------|------------|------------------|-------------|------------------|
| 10/01/08-10/31/08           | 21652600        | A             | SCHEDULE A | 10,674.00        | 0.00        | 10,674.00        |
| <b>INVOICE GRAND TOTALS</b> |                 |               |            | <b>10,674.00</b> | <b>0.00</b> | <b>10,674.00</b> |

IF YOU HAVE ANY QUESTIONS REGARDING YOUR BILLING, PLEASE CONTACT CUSTOMER SERVICE AT (888) 434-7085 OR  
 E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)

FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
 MICHAEL KNOUSE AT (484)582-2509

### REMITTANCE COPY

**Wire/ACH Payment To:**  
 Bank of America  
 Account # 81885-02670  
 ABA# 0260-0959-3 (Wires)  
 ABA# 071000039 (ACH)  
 Swift Code BOFAUS3N

**Remit Check Payment To:**  
 SUNGARD AVAILABILITY SERVICES  
 91233 Collection Center Drive  
 Chicago, IL 60693

| INVOICE #                 | DATE        |
|---------------------------|-------------|
| 152067457                 | 25-AUG-2008 |
| Customer Account #: 18776 |             |

| Date Due: 24-SEP-2008 | Subtotal     | Tax     | Total Due           |
|-----------------------|--------------|---------|---------------------|
| <b>TERMS: Net 30</b>  | \$ 10,674.00 | \$ 0.00 | <b>\$ 10,674.00</b> |

Note: All amounts in US dollars

TO ENSURE PROPER APPLICATION OF PAYMENT, PLEASE DETACH & ENCLOSE THIS REMITTANCE PORTION WITH YOUR CHECK.  
 PLEASE SEND AN E-MAIL TO [CASHAPPLY@SUNGARD.COM](mailto:CASHAPPLY@SUNGARD.COM) WHEN SUBMITTING WIRE OR ACH PAYMENTS.

**SUNGARD®**  
**Availability Services**SunGard Availability Services LP  
680 E. Swedesford Road  
Wayne, PA 19087Keeping People  
and Information  
Connected.™

| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 120100949                 | 24-MAY-2010 | 1    |
| Customer Account #: 18776 |             |      |

**Duplicate Invoice****Bill To:**URBAN BRANDS, INC.  
ATTN: ED LAUX  
100 METRO WAY  
SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period       | Schedule Number | Schedule Name | Comments   | Amount    | Tax Amount | Total Due |
|----------------------|-----------------|---------------|------------|-----------|------------|-----------|
| 03/01/10-03/31/10    | 21652600        | V. 2.0        | SCHEDULE A | 10,607.00 | 0.00       | 10,607.00 |
| INVOICE GRAND TOTALS |                 |               |            | 10,607.00 | 0.00       | 10,607.00 |

IF YOU HAVE ANY QUESTIONS REGARDING YOUR BILLING, PLEASE CONTACT CUSTOMER SERVICE AT (888) 434-7085 OR  
E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
TERI DUGAN AT (484)582-2464**REMITTANCE COPY****Wire/ACH Payment To:**Bank of America  
Account # 81885-02670  
ABA# 0260-0959-3 (Wires)  
ABA# 071000039 (ACH)  
Swift Code BOFAUS3N**Remit Check Payment To:**SUNGARD AVAILABILITY SERVICES  
91233 Collection Center Drive  
Chicago, IL 60693**INVOICE #**

120100949

**DATE**

24-MAY-2010

**Customer Account #: 18776**

|                       |                 |            |                  |
|-----------------------|-----------------|------------|------------------|
| Date Due: 23-JUN-2010 | <b>Subtotal</b> | <b>Tax</b> | <b>Total Due</b> |
| <b>TERMS: Net 30</b>  | \$ 10,607.00    | \$ 0.00    | \$ 10,607.00     |

Note: All amounts in US dollars

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**SUNGARD®**  
**Availability Services**SunGard Availability Services LP  
680 E. Swedesford Road  
Wayne, PA 19087Keeping People  
and Information  
Connected.™

| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 120100950                 | 24-MAY-2010 | 1    |
| Customer Account #: 18776 |             |      |

**Duplicate Invoice****Bill To:**URBAN BRANDS, INC.  
ATTN: ED LAUX  
100 METRO WAY  
SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period       | Schedule Number | Schedule Name | Comments   | Amount    | Tax Amount | Total Due |
|----------------------|-----------------|---------------|------------|-----------|------------|-----------|
| 04/01/10-04/30/10    | 21652600        | V. 2.0        | SCHEDULE A | 10,607.00 | 0.00       | 10,607.00 |
| INVOICE GRAND TOTALS |                 |               |            | 10,607.00 | 0.00       | 10,607.00 |

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E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
TERI DUGAN AT (484)582-2464**REMITTANCE COPY****Wire/ACH Payment To:**Bank of America  
Account # 81885-02670  
ABA# 0260-0959-3 (Wires)  
ABA# 071000039 (ACH)  
Swift Code BOFAUS3N**Remit Check Payment To:**SUNGARD AVAILABILITY SERVICES  
91233 Collection Center Drive  
Chicago, IL 60693**INVOICE #**

120100950

**DATE**

24-MAY-2010

Customer Account #: 18776

| Date Due: 23-JUN-2010 | Subtotal     | Tax     | Total Due    |
|-----------------------|--------------|---------|--------------|
| TERMS: Net 30         | \$ 10,607.00 | \$ 0.00 | \$ 10,607.00 |

Note: All amounts in US dollars

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PLEASE SEND AN E-MAIL TO [CASHAPPLY@SUNGARD.COM](mailto:CASHAPPLY@SUNGARD.COM) WHEN SUBMITTING WIRE OR ACH PAYMENTS.

| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 120100951                 | 24-MAY-2010 | 1    |
| Customer Account #: 18776 |             |      |

## Duplicate Invoice

### Bill To:

URBAN BRANDS, INC.  
 ATTN: ED LAUX  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period              | Schedule Number | Schedule Name | Comments   | Amount    | Tax Amount | Total Due |
|-----------------------------|-----------------|---------------|------------|-----------|------------|-----------|
| 05/01/10-05/31/10           | 21652600        | V. 2.0        | SCHEDULE A | 10,607.00 | 0.00       | 10,607.00 |
| <b>INVOICE GRAND TOTALS</b> |                 |               |            | 10,607.00 | 0.00       | 10,607.00 |

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 E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)

FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
 TERI DUGAN AT (484)582-2464

### REMITTANCE COPY

**Wire/ACH Payment To:**  
 Bank of America  
 Account # 81885-02670  
 ABA# 0260-0959-3 (Wires)  
 ABA# 071000039 (ACH)  
 Swift Code BOFAUS3N

**Remit Check Payment To:**  
 SUNGARD AVAILABILITY SERVICES  
 91233 Collection Center Drive  
 Chicago, IL 60693

| INVOICE #                 | DATE        |
|---------------------------|-------------|
| 120100951                 | 24-MAY-2010 |
| Customer Account #: 18776 |             |

| Date Due: 23-JUN-2010 | Subtotal     | Tax     | Total Due    |
|-----------------------|--------------|---------|--------------|
| TERMS: Net 30         | \$ 10,607.00 | \$ 0.00 | \$ 10,607.00 |

Note: All amounts in US dollars

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| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 120100952                 | 24-MAY-2010 | 1    |
| Customer Account #: 18776 |             |      |

## Duplicate Invoice

### Bill To:

URBAN BRANDS, INC.  
 ATTN: ED LAUX  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period              | Schedule Number | Schedule Name | Comments   | Amount    | Tax Amount | Total Due |
|-----------------------------|-----------------|---------------|------------|-----------|------------|-----------|
| 06/01/10-06/30/10           | 21652600        | V. 2.0        | SCHEDULE A | 10,607.00 | 0.00       | 10,607.00 |
| <b>INVOICE GRAND TOTALS</b> |                 |               |            | 10,607.00 | 0.00       | 10,607.00 |

IF YOU HAVE ANY QUESTIONS REGARDING YOUR BILLING, PLEASE CONTACT CUSTOMER SERVICE AT (888) 434-7085 OR  
 E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)

FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
 TERI DUGAN AT (484)582-2464

### REMITTANCE COPY

**Wire/ACH Payment To:**  
 Bank of America  
 Account # 81885-02670  
 ABA# 0260-0959-3 (Wires)  
 ABA# 071000039 (ACH)  
 Swift Code BOFAUS3N

**Remit Check Payment To:**  
 SUNGARD AVAILABILITY SERVICES  
 91233 Collection Center Drive  
 Chicago, IL 60693

| INVOICE #                 | DATE        |
|---------------------------|-------------|
| 120100952                 | 24-MAY-2010 |
| Customer Account #: 18776 |             |

| Date Due: 23-JUN-2010 | Subtotal     | Tax     | Total Due    |
|-----------------------|--------------|---------|--------------|
| TERMS: Net 30         | \$ 10,607.00 | \$ 0.00 | \$ 10,607.00 |

Note: All amounts in US dollars

TO ENSURE PROPER APPLICATION OF PAYMENT, PLEASE DETACH & ENCLOSE THIS REMITTANCE PORTION WITH YOUR CHECK.  
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**Availability Services**SunGard Availability Services LP  
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Wayne, PA 19087Keeping People  
and Information  
Connected.™

| Invoice                   |             |      |
|---------------------------|-------------|------|
| INVOICE #                 | DATE        | PAGE |
| 152244571                 | 24-AUG-2010 | 1    |
| Customer Account #: 18776 |             |      |

**Duplicate Invoice****Bill To:**URBAN BRANDS, INC.  
ATTN: ED LAUX  
100 METRO WAY  
SECAUCUS, NJ 07094

Note: All amounts in US dollars

| Service Period              | Schedule Number | Schedule Name | Comments   | Amount           | Tax Amount  | Total Due        |
|-----------------------------|-----------------|---------------|------------|------------------|-------------|------------------|
| 07/01/10-07/31/10           | 21652600        | A             | SCHEDULE A | 10,607.00        | 0.00        | 10,607.00        |
| 08/01/10-08/31/10           | 21652600        | A             | SCHEDULE A | 10,607.00        | 0.00        | 10,607.00        |
| 09/01/10-09/30/10           | 21652600        | A             | SCHEDULE A | 10,607.00        | 0.00        | 10,607.00        |
| <b>INVOICE GRAND TOTALS</b> |                 |               |            | <b>31,821.00</b> | <b>0.00</b> | <b>31,821.00</b> |

IF YOU HAVE ANY QUESTIONS REGARDING YOUR BILLING, PLEASE CONTACT CUSTOMER SERVICE AT (888) 434-7085 OR  
E-MAIL US AT [sas.custserv@sungard.com](mailto:sas.custserv@sungard.com)FOR QUESTIONS REGARDING YOUR CONTRACT OR SERVICES PROVIDED, PLEASE CONTACT YOUR ACCOUNT EXECUTIVE:  
TERI DUGAN AT (484)582-2464**Wire/ACH Payment To:**Bank of America  
Account # 81885-02670  
ABA# 0260-0959-3 (Wires)  
ABA# 071000039 (ACH)  
Swift Code BOFAUS3N**REMITTANCE COPY****Remit Check Payment To:**SUNGARD AVAILABILITY SERVICES  
91233 Collection Center Drive  
Chicago, IL 60693

| INVOICE #                 | DATE        |
|---------------------------|-------------|
| 152244571                 | 24-AUG-2010 |
| Customer Account #: 18776 |             |

| Date Due: 23-SEP-2010 | Subtotal            | Tax            | Total Due           |
|-----------------------|---------------------|----------------|---------------------|
| <b>TERMS: Net 30</b>  | <b>\$ 31,821.00</b> | <b>\$ 0.00</b> | <b>\$ 31,821.00</b> |

Note: All amounts in US dollars

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SINGARD US OPERATIONS  
Order By: Customer  
Account Status:

Account Status Report

Report Date: 24-SEP-2010 14:43  
Page: 1 of 1

| Customer                    |                    |          | Invoice |      |           | Functional |                 |             |
|-----------------------------|--------------------|----------|---------|------|-----------|------------|-----------------|-------------|
| Collector Name              | Number             | Location | Number  | Type | Date      | Currency   | Original Amount | Balance Due |
| LEGAL                       | URBAN BRANDS, INC. | 18776    | 61689   | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 10,607.00   |
|                             |                    |          |         | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 10,607.00   |
|                             |                    |          |         | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 10,607.00   |
|                             |                    |          |         | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 10,607.00   |
|                             |                    |          |         | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 10,607.00   |
|                             |                    |          |         | INV- | 25-AUG-08 | 24-SEP-08  | USD             | 10,674.00   |
|                             |                    |          |         | INV- | 24-MAY-10 | 23-JUN-10  | USD             | 42,428.00   |
|                             |                    |          |         | INV- | 24-AUG-10 | 23-SEP-10  | USD             | 31,821.00   |
|                             |                    |          |         | CRMe | 24-JUN-10 | 24-JUN-10  | USD             | (42,428.00) |
| Customer Location Subtotal: |                    |          |         |      |           |            |                 | 70,780.34   |

Account Status Subtotal

70,780.34

Report Total:

70,780.34

| Transaction            |          |                 |           | Activity                          |                  |           |                 |                 |                 |                |                |      |
|------------------------|----------|-----------------|-----------|-----------------------------------|------------------|-----------|-----------------|-----------------|-----------------|----------------|----------------|------|
| Number                 | Type     | Document Number | Due Date  | Original Amount                   | Balance Due Date | Number    | Document Number | Credited Amount | Adjusted Amount | Applied Amount | Receipt Amount | Curr |
| Customer Number: 18776 |          |                 |           | Customer Name: URBAN BRANDS, INC. |                  |           |                 |                 |                 |                |                |      |
| 00418703               | INVOICE- |                 | 24-MAR-02 | 6,095.00                          | 0.00             | 01-MAY-02 | 170947          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 00420945               | INVOICE- |                 | 21-APR-02 | 6,095.00                          | 0.00             | 13-MAY-02 | 172052          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 120068000              | CMemo-U  |                 | 24-MAY-07 | (50,930.00)                       | 0.00             | 27-SEP-07 | 151950021       |                 |                 | (50,930.00)    |                | USD  |
| 120068001              | INV-US N |                 | 23-JUN-07 | 10,186.00                         | 0.00             | 26-NOV-07 | 301939          |                 |                 | 10,186.00      | 10,186.00      | USD  |
| 120068002              | INV-US N |                 | 23-JUN-07 | 10,186.00                         | 0.00             | 26-NOV-07 | 301939          |                 |                 | 10,186.00      | 10,186.00      | USD  |
| 120068003              | INV-US N |                 | 23-JUN-07 | 10,186.00                         | 0.00             | 26-NOV-07 | 301939          |                 |                 | 10,186.00      | 10,186.00      | USD  |
| 120068004              | INV-US N |                 | 23-JUN-07 | 10,186.00                         | 0.00             | 26-NOV-07 | 301939          |                 |                 | 5,093.00       | 5,093.00       | USD  |
| 120068005              | INV-US N |                 | 23-JUN-07 | 10,186.00                         | 0.00             | 29-FEB-08 | 306451          |                 |                 | 5,093.00       | 5,093.00       | USD  |
| 120100949              | INV-US N |                 | 23-JUN-10 | 10,607.00                         | 10,607.00        |           |                 |                 |                 | 10,186.00      | 10,186.00      | USD  |
| 120100950              | INV-US N |                 | 23-JUN-10 | 10,607.00                         | 10,607.00        |           |                 |                 |                 |                |                |      |
| 120100951              | INV-US N |                 | 23-JUN-10 | 10,607.00                         | 10,607.00        |           |                 |                 |                 |                |                |      |
| 120100952              | INV-US N |                 | 23-JUN-10 | 10,607.00                         | 10,607.00        |           |                 |                 |                 |                |                |      |
| 151470216              | INVOICE- |                 | 27-JUN-02 | 6,095.00                          | 0.00             | 19-AUG-02 | 175320          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151471794              | INVOICE- |                 | 28-JUN-02 | 6,095.00                          | 0.00             | 19-AUG-02 | 175320          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151474041              | INVOICE- |                 | 18-JUL-02 | 6,095.00                          | 0.00             | 19-AUG-02 | 175320          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151482256              | INVOICE- |                 | 17-AUG-02 | 6,095.00                          | 0.00             | 09-SEP-02 | 175995          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151490500              | INVOICE- |                 | 14-SEP-02 | 6,095.00                          | 0.00             | 24-SEP-02 | 176354          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151498826              | INVOICE- |                 | 18-OCT-02 | 6,095.00                          | 0.00             | 28-OCT-02 | 180689          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151507115              | INVOICE- |                 | 17-NOV-02 | 6,095.00                          | 0.00             | 25-NOV-02 | 181662          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151515418              | INVOICE- |                 | 22-DEC-02 | 6,095.00                          | 0.00             | 07-JAN-03 | 182802          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151523739              | INVOICE- |                 | 15-JAN-03 | 6,095.00                          | 0.00             | 23-JAN-03 | 183442          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151531996              | INVOICE- |                 | 20-FEB-03 | 6,095.00                          | 0.00             | 26-MAR-03 | 185760          |                 |                 | 6,095.00       | 6,095.00       | USD  |
| 151540417              | INVOICE- |                 | 26-MAR-03 | 6,610.00                          | 0.00             | 01-APR-03 | 186059          |                 |                 | 6,610.00       | 6,610.00       | USD  |
| 151554773              | INVOICE- |                 | 16-APR-03 | 6,490.00                          | 0.00             | 29-APR-03 | 187202          |                 |                 | 6,490.00       | 6,490.00       | USD  |
| 151556820              | INVOICE- |                 | 28-MAY-03 | 6,490.00                          | 0.00             | 17-JUN-03 | 189642          |                 |                 | 6,490.00       | 6,490.00       | USD  |
| 151565135              | INVOICE- |                 | 26-JUN-03 | 6,490.00                          | 0.00             | 16-OCT-03 | 194850          |                 |                 | 6,490.00       | 6,490.00       | USD  |
| 151573520              | INVOICE- |                 | 24-JUL-03 | 6,490.00                          | 0.00             | 29-JUL-03 | 191645          |                 |                 | 6,490.00       | 6,490.00       | USD  |

\* Denotes a cross currency receipt application

| Transaction            |         |                 |           | Activity                          |                  |           |                 | Receipt         |                 |                |                |
|------------------------|---------|-----------------|-----------|-----------------------------------|------------------|-----------|-----------------|-----------------|-----------------|----------------|----------------|
| Number                 | Type    | Document Number | Due Date  | Original Amount                   | Balance Due Date | Number    | Document Number | Credited Amount | Adjusted Amount | Applied Amount | Amount Curr    |
| Customer Number: 18776 |         |                 |           | Customer Name: URBAN BRANDS, INC. |                  |           |                 |                 |                 |                |                |
| 151580675              | INVOICE |                 | 20-AUG-03 | 6,490.00                          | 0.00             | 26-AUG-03 | 192865          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151594445              | INVOICE |                 | 19-SEP-03 | 6,490.00                          | 0.00             | 30-SEP-03 | 194232          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151603471              | INVOICE |                 | 24-OCT-03 | 6,490.00                          | 0.00             | 12-NOV-03 | 196138          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151606994              | INVOICE |                 | 26-NOV-03 | 6,490.00                          | 0.00             | 08-DEC-03 | 197046          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151619148              | INVOICE |                 | 20-DEC-03 | 6,490.00                          | 0.00             | 29-DEC-03 | 198064          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151624388              | INVOICE |                 | 21-JAN-04 | 6,490.00                          | 0.00             | 26-APR-04 | 203113          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151635956              | INVOICE |                 | 26-FEB-04 | 6,490.00                          | 0.00             | 26-APR-04 | 203113          |                 |                 | 6,490.00       | 6,490.00 USD   |
| 151658166              | INVOICE |                 | 26-MAY-04 | 10,434.00                         | 0.00             | 16-AUG-04 | 207593          |                 |                 | 10,434.00      | 10,434.00 USD  |
| 151672491              | INVOICE |                 | 23-JUN-04 | 4,231.00                          | 0.00             | 20-JUL-04 | 206616          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151674490              | INVOICE |                 | 23-JUL-04 | 4,231.00                          | 0.00             | 13-AUG-04 | 207594          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151682944              | INVOICE |                 | 22-AUG-04 | 4,231.00                          | 0.00             | 24-SEP-04 | 20909           |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151691644              | INVOICE |                 | 23-SEP-04 | 4,231.00                          | 0.00             | 01-OCT-04 | 209219          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151700212              | INVOICE |                 | 23-OCT-04 | 4,231.00                          | 0.00             | 18-OCT-04 | 209948          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151710164              | INVOICE |                 | 21-NOV-04 | 4,231.00                          | 0.00             | 06-DEC-04 | 211618          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151723684              | INVOICE |                 | 22-DEC-04 | 4,231.00                          | 0.00             | 18-JAN-05 | 251465          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151733437              | INVOICE |                 | 21-JAN-05 | 4,231.00                          | 0.00             | 18-MAR-05 | 253857          |                 |                 | 4,231.00       | 4,231.00 USD   |
| 151736022              | INVOICE |                 | 25-FEB-05 | 4,443.00                          | 0.00             | 31-MAR-05 | 254272          |                 |                 | 4,443.00       | 4,443.00 USD   |
| 151750873              | INVOICE |                 | 24-MAR-05 | 4,443.00                          | 0.00             | 31-MAR-05 | 254272          |                 |                 | 4,443.00       | 4,443.00 USD   |
| 151752335              | INVOICE |                 | 22-APR-05 | 4,443.00                          | 0.00             | 14-JUN-05 | 257315          |                 |                 | 4,443.00       | 4,443.00 USD   |
| 151768214              | INVOICE |                 | 22-MAY-05 | 4,443.00                          | 0.00             | 30-JUN-05 | 257924          |                 |                 | (4,198.14)     | (4,198.14) USD |
|                        |         |                 |           |                                   |                  |           |                 | (244.86)        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 244.86          |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,198.14        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 | 4,443.00        |                 |                |                |
|                        |         |                 |           |                                   |                  |           |                 |                 |                 |                |                |

\* Denotes a cross currency receipt application

| Transaction            |          |                 |                                   | Activity        |                  |           |                 |                 |                 |                |                     |
|------------------------|----------|-----------------|-----------------------------------|-----------------|------------------|-----------|-----------------|-----------------|-----------------|----------------|---------------------|
| Number                 | Type     | Document Number | Due Date                          | Original Amount | Balance Due Date | Number    | Document Number | Credited Amount | Adjusted Amount | Applied Amount | Receipt Amount Curr |
| Customer Number: 18776 |          |                 | Customer Name: URBAN BRANDS, INC. |                 |                  |           |                 |                 |                 |                |                     |
| 151803420              | INV-US N |                 | 23-OCT-05                         | 4,443.00        | 0.00             | 27-OCT-05 | 263204          | 0.00            |                 | 4,443.00       | 4,443.00 USD        |
| 151809987              | INV-US N |                 | 23-NOV-05                         | 4,443.00        | 0.00             | 07-DEC-05 | 264912          | 0.00            |                 | 4,443.00       | 4,443.00 USD        |
| 151816835              | INV-US N |                 | 21-DEC-05                         | 4,443.00        | 0.00             | 13-FEB-06 | 268019          | 0.00            |                 | 4,443.00       | 4,443.00 USD        |
| 151824398              | INV-US N |                 | 21-JAN-06                         | 4,443.00        | 0.00             | 21-FEB-06 | 268218          | 0.00            |                 | 4,443.00       | 4,443.00 USD        |
| 151830471              | INV-US N |                 | 23-FEB-06                         | 4,645.00        | 0.00             | 13-MAR-06 | 269582          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151837999              | INV-US N |                 | 25-MAR-06                         | 4,645.00        | 0.00             | 11-APR-06 | 270911          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151845365              | INV-US N |                 | 26-APR-06                         | 4,645.00        | 0.00             | 09-MAY-06 | 272542          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151851547              | INV-US N |                 | 24-MAY-06                         | 4,645.00        | 0.00             | 26-JUN-06 | 274121          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151858324              | INV-US N |                 | 23-JUN-06                         | 4,645.00        | 0.00             | 28-JUL-06 | 275193          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151865678              | INV-US N |                 | 26-JUL-06                         | 4,645.00        | 0.00             | 02-OCT-06 | 279485          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151873889              | INV-US N |                 | 23-AUG-06                         | 4,645.00        | 0.00             | 02-OCT-06 | 279485          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151882377              | INV-US N |                 | 22-SEP-06                         | 4,645.00        | 0.00             | 24-OCT-06 | 280437          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151895248              | INV-US N |                 | 26-OCT-06                         | 4,645.00        | 0.00             | 25-OCT-06 | 280779          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151902980              | INV-US N |                 | 24-NOV-06                         | 4,645.00        | 0.00             | 14-DEC-06 | 283943          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151905507              | INV-US N |                 | 27-DEC-06                         | 4,645.00        | 0.00             | 12-JAN-07 | 285409          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151912826              | INV-US N |                 | 20-JAN-07                         | 4,645.00        | 0.00             | 30-JAN-07 | 286425          | 0.00            |                 | 4,645.00       | 4,645.00 USD        |
| 151950021              | INV-US N |                 | 23-JUN-07                         | 50,930.00       | 0.00             | 27-SEP-07 | 120068000       | 0.00            |                 | 50,930.00      | 50,930.00 USD       |
| 151960180              | INV-US N |                 | 25-JUL-07                         | 10,186.00       | 0.00             | 05-SEP-07 | 297604          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 151970759              | INV-US N |                 | 24-AUG-07                         | 10,186.00       | 0.00             | 29-FEB-08 | 306451          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 151975692              | INV-US N |                 | 23-SEP-07                         | 10,186.00       | 0.00             | 29-FEB-08 | 306451          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 151984569              | INV-US N |                 | 24-OCT-07                         | 10,186.00       | 0.00             | 28-MAY-08 | 311973          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 151992618              | INV-US N |                 | 24-NOV-07                         | 10,186.00       | 0.00             | 24-MAR-08 | 307474          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 151995502              | INV-US N |                 | 26-DEC-07                         | 10,186.00       | 0.00             | 24-MAR-08 | 307474          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 152002930              | INV-US N |                 | 25-JAN-08                         | 10,186.00       | 0.00             | 28-MAY-08 | 311973          | 0.00            |                 | 10,186.00      | 10,186.00 USD       |
| 152014044              | INV-US N |                 | 23-FEB-08                         | 10,674.00       | 0.00             | 23-JUN-08 | 313532          | 0.00            |                 | 10,674.00      | 10,674.00 USD       |
| 152018431              | INV-US N |                 | 26-MAR-08                         | 10,674.00       | 0.00             | 23-JUN-08 | 313532          | 0.00            |                 | 10,674.00      | 10,674.00 USD       |
| 152025176              | INV-US N |                 | 24-APR-08                         | 10,674.00       | 0.00             | 05-SEP-08 | 317477          | 0.00            |                 | 10,674.00      | 10,674.00 USD       |
| 152037219              | INV-US N |                 | 24-MAY-08                         | 10,674.00       | 0.00             | 11-DEC-08 | 321411          | 0.00            |                 | 10,674.00      | 10,674.00 USD       |

\* Denotes a cross currency receipt application

| Transaction            |          |                 |           | Activity                          |                  |           |                 |                 |                 |                |                |      |
|------------------------|----------|-----------------|-----------|-----------------------------------|------------------|-----------|-----------------|-----------------|-----------------|----------------|----------------|------|
| Number                 | Type     | Document Number | Due Date  | Original Amount                   | Balance Due Date | Number    | Document Number | Credited Amount | Adjusted Amount | Applied Amount | Receipt Amount | Curr |
| Customer Number: 18776 |          |                 |           | Customer Name: URBAN BRANDS, INC. |                  |           |                 |                 |                 |                |                |      |
| 152046424              | INV-US N |                 | 26-JUN-08 | 10,674.00                         | 0.00             | 11-DEC-08 | 321411          |                 |                 | 10,674.00      | 10,674.00      | USD  |
| 152052714              | INV-US N |                 | 24-JUL-08 | 10,674.00                         | 0.00             | 11-DEC-08 | 321411          |                 |                 | 10,674.00      | 10,674.00      | USD  |
| 152056373              | INV-US N |                 | 23-AUG-08 | 10,674.00                         | 0.00             | 11-DEC-08 | 321411          |                 |                 | 10,674.00      | 10,674.00      | USD  |
| 152067457              | INV-US N |                 | 24-SEP-08 | 10,674.00                         | 10,674.00        |           |                 |                 |                 |                |                |      |
| 152073147              | INV-US N |                 | 23-OCT-08 | 10,674.00                         | 0.00             | 27-MAR-09 | 326938          |                 |                 | 10,674.00      | 10,674.00      | USD  |
| 152082848              | INV-US N |                 | 26-NOV-08 | 10,674.00                         | 0.00             | 28-MAY-09 | 329365          |                 |                 | 5,000.00       | 5,000.00       | USD  |
| 152090814              | INV-US N |                 | 20-DEC-08 | 10,674.00                         | 0.00             | 27-APR-09 | 328175          |                 |                 | 5,674.00       | 5,674.00       | USD  |
| 152096036              | INV-US N |                 | 18-JAN-09 | 10,674.00                         | 0.00             | 18-MAY-09 | 329072          |                 |                 | 7,674.00       | 7,674.00       | USD  |
| 152105674              | INV-US N |                 | 22-FEB-09 | 11,187.00                         | 0.00             | 29-MAY-09 | 329747          |                 |                 | 10,674.00      | 10,674.00      | USD  |
| 152113646              | INV-US N |                 | 25-MAR-09 | 11,187.00                         | 0.00             | 22-JUN-09 | 330424          |                 |                 | 4,000.00       | 4,000.00       | USD  |
| 152117158              | INV-US N |                 | 24-APR-09 | 11,187.00                         | 0.00             | 29-JUN-09 | 330764          |                 |                 | 7,187.00       | 7,187.00       | USD  |
| 152128985              | INV-US N |                 | 27-MAY-09 | 11,187.00                         | 0.00             | 14-JUL-09 | 331986          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152133180              | INV-US N |                 | 20-JUN-09 | 11,187.00                         | 0.00             | 14-JUL-09 | 331986          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152141786              | INV-US N |                 | 23-JUL-09 | 11,187.00                         | 0.00             | 14-JUL-09 | 331986          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152148051              | INV-US N |                 | 26-AUG-09 | 11,187.00                         | 0.00             | 28-JUL-09 | 332315          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152156408              | INV-US N |                 | 18-SEP-09 | 11,187.00                         | 0.00             | 10-FEB-10 | 338573          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152164329              | INV-US N |                 | 24-OCT-09 | 11,187.00                         | 0.00             | 22-FEB-10 | 338755          |                 |                 | 5,000.00       | 5,000.00       | USD  |
| 152175032              | INV-US N |                 | 25-NOV-09 | 11,187.00                         | 0.00             | 29-MAR-10 | 339985          |                 |                 | 6,187.00       | 6,187.00       | USD  |
| 152177631              | INV-US N |                 | 23-DEC-09 | 11,187.00                         | 0.00             | 06-APR-10 | 340189          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152188370              | INV-US N |                 | 22-JAN-10 | 11,187.00                         | 0.00             | 19-APR-10 | 340567          |                 |                 | 11,187.00      | 11,187.00      | USD  |
| 152224154              | INV-US N |                 | 23-JUN-10 | 42,428.00                         | 28,285.34        | 10-MAY-10 | 341093          |                 |                 | 5,187.00       | 5,187.00       | USD  |
|                        |          |                 |           |                                   |                  | 26-APR-10 | 340828          |                 |                 | 6,000.00       | 6,000.00       | USD  |
|                        |          |                 |           |                                   |                  | 30-JUL-10 | 343330          |                 |                 | 14,142.66      | 14,142.66      | USD  |
|                        |          |                 |           |                                   |                  | 25-JUN-10 | 190000732       | (42,428.00)     |                 |                |                |      |
|                        |          |                 |           |                                   |                  |           |                 | 42,428.00       |                 |                |                |      |

\* Denotes a cross currency receipt application

\* Denotes a cross currency receipt application

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Schedule Reference Name: A

This Schedule, with an effective date of change of March 1, 2007, supersedes and replaces Schedule Number 21652600 v. 1.0 having a Commencement Date of March 1, 2004. This Schedule has an Agreed Term of 36 months.

SUMMARY OF SERVICES AND FEES

| Selected Services              | Base Test Periods   |
|--------------------------------|---|
| Center Based Recovery Services |   |
| Work Group Space               | NONE  |
| MegaVoice                      | NONE  |
| Mobile Recovery Services       |   |
| Mobile Configurations          | NONE  |
| Delivery Methods               | Primary Recovery Facility<br>Alternate Recovery Facility<br>Mobile Data Center<br>Subscriber Facility |
| Monthly Fee                    | See Billing Schedule  |

BILLING SCHEDULE


Invoice From:  
03/01/2007

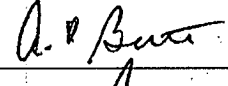
Monthly Fee:  
\$9,765

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Agreement.

SUNGARD AVAILABILITY SERVICES LP

URBAN BRANDS, INC.

By: 

By: 

Print Name: John Roache  
Vice President

Print Name: Aurora Berr

Print Title:

Print Title: CEO

Date Signed: 4/24/07

Date Signed: 4/2/07

**SUNGARD** Keeping People  
Availability Services and Information  
Connected.™

DOC ID: 21652600 VER.: 2.0

QUOTE ID: 13394

PRINTED: APR. 02, 2007 10:08:22 AM

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL

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**BILLING SCHEDULE (CONTINUED)**

| Invoice From: | Monthly Fee: |
|---------------|--------------|
| 03/01/2008    | \$10,253     |
| 03/01/2009    | \$10,766     |

Section D2, Fees and Expenses, of the Agreement is amended by deleting the last sentence of the Section during the current Agreed Term of the Schedule.

**CUSTOMER INFORMATION**

SUBSCRIBER LOCATION ADDRESS: 100 METRO WAY, SECAUCUS, NJ 07094 US  
GARY MACRAE, gmacrae@urbanbrands.com PB  
NOTIFICATION ADDRESS: 100 METRO WAY, SECAUCUS, NJ 07094 US  
GARY MACRAE, gmacrae@urbanbrands.com PB  
BILL TO ADDRESS: 100 METRO WAY, SECAUCUS, NJ 07094 US  
GARY MACRAE, gmacrae@urbanbrands.com PB

PB Replace with (3 notifications for each).  
PBOULARD@URBANBRANDS.COM  
ELUX@URBANBRANDS.COM  
VPIIT@URBANBRANDS.COM

JGR



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| Qty | Mobile 1<br>Customer Configuration Ref:<br>Audit Works | Disaster Fees   |                          |
|-----|--|-----------------|--------------------------|
|     |  | Declaration Fee | Daily Usage <sup>1</sup> |
|     |  | \$0             | \$1,250                  |
| 8   | Annual Test Periods - Additional                       |                 |                          |
| 1   | RS/6000 H50 Service Level                              |                 |                          |
|     | 4 332 MHz PowerPC 604e CPU                             |                 |                          |
|     | 2,048 MB Memory  |                 |                          |
|     | 18 GB Internal Disk                                    |                 |                          |
| 1   | CD-ROM Drive   |                 |                          |
| 1   | Ethernet 10/100 Mbps Adapter (4-port)                  |                 |                          |
| 1   | Asynchronous Controller (128-port)                     |                 |                          |
| 1   | ASCII Terminal   |                 |                          |
| 1   | Color Monitor w/ Graphics Adapter                      |                 |                          |
| 100 | GB Disk - RAID protected                               |                 | <sup>2</sup>             |
| 1   | 20/40GB Mammoth Tape Drive; 7208-341                   |                 |                          |
| 1   | 35/70GB DLT 7000 Tape Drive                            |                 |                          |
| 1   | 3Com Courier V. Everthing Modem                        |                 | <sup>2</sup>             |
| 1   | NCC Access   |                 |                          |

| Qty | Mobile 2<br>Customer Configuration Ref:<br>Legacy | Disaster Fees   |                          |
|-----|---|-----------------|--------------------------|
|     |   | Declaration Fee | Daily Usage <sup>1</sup> |
|     |   | \$0             | \$1,250                  |
| 10  | Annual Test Periods - Additional                  |                 |                          |
| 1   | RS/6000 R40 Service Level                         |                 |                          |
|     | 3 112 MHz PowerPC 604 CPU                         |                 |                          |
|     | 2,048 MB Memory                                   |                 |                          |
|     | 30 GB Internal Disk                               |                 |                          |
| 1   | CD-ROM Drive                                      |                 |                          |
| 1   | Ethernet 10 Mbps Adapter                          |                 |                          |
| 1   | Ethernet 10/100 Mbps Adapter                      |                 |                          |
| 1   | Asynchronous Controller (128-port)                |                 |                          |
| 2   | ASCII Terminal                                    |                 |                          |
| 70  | GB Disk - RAID protected                          |                 |                          |
| 2   | 35/70GB DLT 7000 Tape Drive                       |                 |                          |
| 1   | 5/10GB 8mm Tape Drive                             |                 |                          |
| 1   | HP LaserJet 8000 Printer                          |                 | <sup>2</sup>             |
| 1   | IBM 4224-301 Printer                              |                 |                          |
| 20  | 3Com Courier V.34 Modem                           |                 | <sup>2</sup>             |
| 1   | NCC Access  |                 |                          |

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| Qty | Mobile 4  | Disaster Fees   |                          |
|-----|---|-----------------|--------------------------|
|     |   | Declaration Fee | Daily Usage <sup>1</sup> |
|     |   | \$0             | \$1,250                  |
| 6   | Annual Test Periods - Additional                                    |                 |                          |
| 1   | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |                 |                          |
|     | 2 Xeon 3.0 GHz CPU  |                 |                          |
|     | 4,096 MB Memory   |                 |                          |
|     | 70 GB Internal Disk   |                 |                          |
|     | 1 CD-ROM Drive  |                 |                          |
|     | 2 Ethernet 10/100 Mbps Port   |                 |                          |
| 1   | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |                 |                          |
|     | 2 Xeon 3.0 GHz CPU  |                 |                          |
|     | 4,096 MB Memory   |                 |                          |
|     | 130 GB Internal Disk  |                 |                          |
|     | 1 CD-ROM Drive  |                 |                          |
|     | 2 Ethernet 10/100 Mbps Port   |                 |                          |
| 1   | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |                 |                          |
|     | 2 Xeon 3.0 GHz CPU  |                 |                          |
|     | 4,096 MB Memory   |                 |                          |
|     | 136 GB Internal Disk  |                 |                          |
|     | 1 CD-ROM Drive  |                 |                          |
|     | 2 Ethernet 10/100 Mbps Port   |                 |                          |
| 1   | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |                 |                          |
|     | 2 Xeon 2.0 GHz CPU  |                 |                          |
|     | 2,048 MB Memory   |                 |                          |
|     | 17 GB Internal Disk   |                 |                          |
|     | 1 CD-ROM Drive  |                 |                          |
|     | 2 Ethernet 10/100 Mbps Port   |                 |                          |
| 1   | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |                 |                          |
|     | 2 Xeon 3.0 GHz CPU  |                 |                          |
|     | 4,096 MB Memory   |                 |                          |
|     | 168 GB Internal Disk  |                 |                          |
|     | 1 CD-ROM Drive  |                 |                          |
|     | 2 Ethernet 10/100 Mbps Port   |                 |                          |

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| Qty | Mobile 4<br>(Continued)  |
|-----|--|
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 2.0 GHz CPU   |
|     | 512 MB Memory  |
|     | 218 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 2,048 MB Memory  |
|     | 587 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 2.0 GHz CPU   |
|     | 512 MB Memory  |
|     | 36 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 2.0 GHz CPU   |
|     | 512 MB Memory  |
|     | 17 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 69 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | 20/40GB DLT 4000 Tape Drive  |
| 1   | 40/80GB DLT 8000 Tape Drive  |

| Qty | Mobile 5 | Disaster Fees   |                          |
|-----|----------|-----------------|--------------------------|
|     |          | Declaration Fee | Daily Usage <sup>1</sup> |
|     |          | \$0             | \$1,250                  |

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| Qty | Mobile 5<br>(Continued)  |
|-----|--|
| 6   | Annual Test Periods - Additional                                       |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 2.4 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 78 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 2.0 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 585 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Pentium 1.0 GHz CPU  |
|     | 1,024 MB Memory  |
|     | 54 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Pentium 1.0 GHz CPU  |
|     | 512 MB Memory  |
|     | 36 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 1,024 MB Memory  |
|     | 102 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 136 GB Internal Disk   |

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| Qty | Mobile 5<br>(Continued)  |
|-----|--|
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Pentium 1.0 GHz CPU  |
|     | 1,024 MB Memory  |
|     | 68 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 392 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Xeon 3.0 GHz CPU   |
|     | 4,096 MB Memory  |
|     | 100 GB Internal Disk   |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 1   | Intel-Based Server, 1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 2 Pentium 1.0 GHz CPU  |
|     | 512 MB Memory  |
|     | 72 GB Internal Disk  |
|     | 1 CD-ROM Drive   |
|     | 2 Ethernet 10/100 Mbps Port  |
| 182 | GB Disk - RAID protected   |
| 1   | GB Disk  |
| 2   | 40/80GB DLT 8000 Tape Drive  |
| 1   | 200/400GB LTO Ultrium (LTO-2) Tape Drive                               |
| 1   | 160/320GB SDLT 320 Tape Drive  |
| 2   | 3Com Courier V.Everthing Modem <sup>2</sup>                            |
| 1   | 3Com Courier V.90 Modem <sup>2</sup>                                   |

| Qty | Mobile 6 | Disaster Fees   |                          |
|-----|----------|-----------------|--------------------------|
|     |          | Declaration Fee | Daily Usage <sup>3</sup> |
|     |          | \$10,000        | \$2,500                  |

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| Qty | Mobile 6<br>(Continued)                         |      |
|-----|---|------|
| 6   | Annual Test Periods - Additional                |      |
| 1   | IBM i595 Service Level                          | 4    |
|     | 1 i595/OS Operating System, v5r4                |      |
|     | 6,100 Batch/Processor CPW                       |      |
|     | 5 GB Memory                                     |      |
| 70  | GB Internal Disk-RAID Protected                 |      |
| 1   | LPAR  |      |
| 2   | Comm Ports-v.24                                 |      |
| 2   | Ethernet 1 Gbps Adapter                         |      |
| 2   | Ethernet 10/100 Mbps Adapter                    |      |
| 1   | Fiber Channel Disk Controller [OS i595<br>Only] |      |
| 2   | Fiber Channel Tape Controller [OS i595<br>Only] |      |
| 1   | PC Console (w/5250 access)                      | 2, 5 |
|     | 1 i595/OS Operating System, v5r4                |      |
|     | 3,050 Batch/Processor CPW                       |      |
|     | 3 GB Memory                                     |      |
| 70  | GB Internal Disk-RAID Protected                 |      |
| 1   | LPAR  |      |
| 2   | Comm Ports-v.24                                 |      |
| 2   | Ethernet 1 Gbps Adapter                         |      |
| 2   | Ethernet 10/100 Mbps Adapter                    |      |
| 1   | Fiber Channel Disk Controller [OS i595<br>Only] |      |
| 2   | Fiber Channel Tape Controller [OS i595<br>Only] |      |
| 1   | PC Console (w/5250 access)                      | 2, 5 |
|     | 1 i595/OS Operating System, v5r4                |      |
|     | 3,050 Batch/Processor CPW                       |      |
|     | 3 GB Memory                                     |      |
| 70  | GB Internal Disk-RAID Protected                 |      |
| 1   | LPAR  |      |
| 2   | Comm Ports-v.24                                 |      |
| 2   | Ethernet 1 Gbps Adapter                         |      |
| 2   | Ethernet 10/100 Mbps Adapter                    |      |
| 1   | Fiber Channel Disk Controller [OS i595<br>Only] |      |
| 2   | Fiber Channel Tape Controller [OS i595<br>Only] |      |
| 1   | PC Console (w/5250 access)                      | 2, 5 |

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| Qty | Mobile 6<br>(Continued)                            |     |
|-----|--|-----|
|     | 1 i595/OS Operating System, v5r4                   |     |
|     | 3,050 Batch/Processor CPW                          |     |
|     | 3 GB Memory  |     |
| 70  | GB Internal Disk-RAID Protected                    |     |
| 1   | LPAR   |     |
| 1   | Comm Ports-v.24                                    |     |
| 1   | Ethernet 1 Gbps Adapter                            |     |
| 1   | Ethernet 10/100 Mbps Adapter                       |     |
| 1   | Fiber Channel Disk Controller [OS i595 Only]       |     |
| 2   | Fiber Channel Tape Controller [OS i595 Only]       |     |
| 1   | PC Console (w/5250 access)                         | 2.5 |
|     | 1 i595/OS Operating System, v5r4                   |     |
|     | 3,050 Batch/Processor CPW                          |     |
|     | 3 GB Memory  |     |
| 70  | GB Internal Disk-RAID Protected                    |     |
| 1   | LPAR   |     |
| 1   | Comm Ports-v.24                                    |     |
| 1   | Ethernet 1 Gbps Adapter                            |     |
| 1   | Ethernet 10/100 Mbps Adapter                       |     |
| 1   | Fiber Channel Disk Controller [OS i595 Only]       |     |
| 2   | Fiber Channel Tape Controller [OS i595 Only]       |     |
| 1   | PC Console (w/5250 access)                         | 2.5 |
| 6   | Total i595 CPU's                                   |     |
| 1   | IBM 3584-L32 Tape Library (for use with LTO media) | 4.2 |
|     | 4 400/800GB LTO Ultrium (LTO-3) Tape Drive         | 2   |
|     | 24 Slots   | 2   |

| Qty | Work Group 1  | Disaster Fees   |             |
|-----|---|-----------------|-------------|
|     |   | Declaration Fee | Daily Usage |
|     |   | \$2,500         | \$500       |
| 6   | Annual Test Periods - Additional                                |                 |             |
| 50  | Furnished WorkGroup Position (Desk, Chair, Voice & Data Wiring) |                 |             |
| 1   | MetroCenter Facility Access                                     |                 |             |
| 50  | Digital Telephone Set   |                 |             |

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| Qty | Work Group 1<br>(Continued)                                     |
|-----|---|
| 50  | Desktop PC w/1.44MB Diskette Drive,<br>Keyboard, Monitor, Mouse |
|     | 1 Pentium-4, 1.0 to 2.53 GHz CPU                                |
|     | 512 MB Memory   |
|     | 40 GB Internal Disk   |
|     | 1 CD-RW/DVD-ROM Drive   |
|     | 1 Ethernet 10/100/1000 Mbps Adapter                             |
|     | 1 18" Flat Panel Monitor  |
| 1   | HP LaserJet 8150 Printer  |
|     | 16 MB Memory  |
| 1   | HP LaserJet 8150 Printer  |
|     | 16 MB Memory  |
| 1   | HP LaserJet 5si Printer   |
|     | 8 MB Memory   |
| 1   | HP LaserJet 5si Printer   |
|     | 8 MB Memory   |
| 1   | HP LaserJet 5si Printer   |
|     | 8 MB Memory   |
| 1   | Cisco PIX 515 Firewall  |
|     | 2 10/100 Ethernet Port  |
| 72  | 10/100Base-TX Switched Ethernet Port                            |
| 40  | Dial Tone   |

| Qty | MegaVoice  | Disaster Fees   |             |
|-----|--|-----------------|-------------|
|     |  | Declaration Fee | Daily Usage |
|     |  | \$2,500         | \$500       |
| 1   | Access to Digital PBX Features and<br>Functionality                          |                 |             |
| 1   | Auto Attendant - Menu Service  |                 |             |
| 1   | Digital Telephone Set used as Answering<br>Position                          |                 |             |
| 50  | Voice Mailboxes - One per contracted<br>position - 24 port system            |                 |             |
| 50  | Digital On-Site ACD Agent (Phone(s)<br>required)                             |                 |             |
| 20  | DNIS numbers for use with Redirect Service<br>- Carrier Circuit(s) required  |                 |             |
| 2   | Redirect Service utilizing MCI/Worldcom<br>Circuit(s) - 24 paths per circuit |                 |             |



Schedule Number 21652600 v. 2.0  
For Recovery Services Governed by  
Recovery Services Agreement  
Between  
SunGard Availability Services LP and URBAN BRANDS, INC.

Dated March 1, 2004

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**FOOTNOTES**

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1. Daily Usage Fees during a Disaster will begin on day 31.
2. Not shippable and governed by the terms and conditions applicable to Center-Based Resources.
3. Daily Usage Fees during a Disaster will begin on day 1.
4. To be provided to Subscriber at the Primary or Alternate Recovery Facility only.
5. Not shippable and subject to the terms and conditions of Shared Resources.

SunGard Official Document  
Confidential  
Proprietary Information

Addendum to Schedule Number 21652600 v. 2.0  
For Recovery Services Governed by  
Recovery Services Agreement  
Between  
SunGard Availability Services LP and URBAN BRANDS, INC.

Dated 03/01/2004

Page 1 of 1

Schedule Reference Name: A

The above referenced Schedule ("Specified Schedule"), which has a Commencement Date of March 1, 2004, is amended effective March 1, 2007.

The following changes are applicable to the Specified Schedule:

1. Section 1, Contract Term, of the Master Agreement is amended by deleting the third sentence and replacing it with the following:

"Notwithstanding anything to the contrary contained in the Agreement or any Addenda thereto, this Schedule shall not automatically renew."

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD AVAILABILITY SERVICES LP

By: [Signature]

Print Name: John Roache

Print Title: Vice President

Date Signed: 4/24/07

URBAN BRANDS, INC.

By: [Signature]

Print Name: Anna V. Britt

Print Title: CFO

Date Signed: 4/2/07

**SUNGARD\*** Keeping People  
Availability Services and Information  
Connected.™

DOC ID: 21652600 VER.: 2.0  
QUOTE ID: 13394  
PRINTED: APR. 02, 2007 10:08:49 AM

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Server Name Attachment for Schedule Number 21652600 v. 2.0  
For Recovery Services Governed by  
Recovery Services Agreement  
Between  
SunGard Availability Services LP and URBAN BRANDS, INC.

Dated March 1, 2004

Page 1 of 1

Schedule Reference Name: A

This Attachment provides Customer Reference names for URBAN BRANDS, INC. related to the PC Server(s) identified within the specified Configuration(s) for the above referenced Schedule. This Attachment is for ease of identification only and does not represent any contractual commitment with regard to the contracted Recovery Services.

| Qty | Mobile 4  |
|-----|---|
| 10  | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |
|     | 1 ARTHURAPP   |
|     | 1 ARTHURDB  |
|     | 1 AUTOSYS   |
|     | 1 CISRV   |
|     | 1 EXCHANGE  |
|     | 1 NAS   |
|     | 1 NAS02   |
|     | 1 NTS1  |
|     | 1 NTS6  |
|     | 1 POLL1   |

| Qty | Mobile 5  |
|-----|---|
| 10  | Intel-Based Server, 1.44MB Diskette Drive, Keyboard, Monitor, Mouse |
|     | 1 PRD8(DATASTAGE)   |
|     | 1 SALESAUDIT  |
|     | 1 SQL_SRV   |
|     | 1 TRSRV   |
|     | 1 UBIADSRVR(ADC)  |
|     | 1 UBIDC02   |
|     | 1 UBITESTSRV  |
|     | 1 XCENTER   |
|     | 1 XMSG1   |
|     | 1 EMC2CONSOLE   |

SCHEDULE A GOVERNED BY  
RECOVERY SERVICES AGREEMENT DATED 03/01/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP and URBAN BRANDS, INC.  
Page 1 of 8

| Selected Services:                  | Included<br>Yes/No   | Test Periods | Disaster Fees (only during a Disaster)<br>Declaration | Daily Usage            |
|-------------------------------------|--|--------------|---|------------------------|
| (a) Center-Based Recovery Services: |  |              | \$0   |                        |
| (i) Hotsite:                        | No   | N/A          |   | \$0                    |
| (ii) Coldsite:                      | No   | N/A          |   | \$0                    |
| (iii) Office Space:                 | No   | N/A          |   |                        |
| (iv) Work Group Space:              | Yes  | One (1)      | \$2,500   | \$500                  |
| (v) MegaVoice (sm):                 | Yes  | See Config   | \$2,500   | \$500                  |
| (b) Mobile Recovery Services:       |  |              |   |                        |
| (i) Replacement Recovery System:    | Yes  | Four (4)     | \$0   | \$1,250 <sup>1,2</sup> |
| Delivery Method(s) Selected:        | Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility |              |   |                        |
| (ii) Computer Space:                | No   | N/A          | \$0   | \$0                    |
| Delivery Method(s) Selected:        | N/A  |              |   |                        |
| (iii) Supplemental Office Space:    | No   | N/A          |   |                        |
| (iv) Mobile Work Group Space:       | No   | N/A          | \$0   | \$0                    |
| (v) Quick Ship Equipment            | No   | N/A          | \$0   | \$0                    |
| (c) Network Services:               | No   | N/A          | \$0   | \$0                    |

<sup>1</sup> Initial 30 days of Daily Usage Fees during a Disaster will not be charged.

<sup>2</sup> Per configuration.

This Agreement replaces and supersedes, in its entirety, the previous Agreement between SunGard Recovery Services LP. ("SunGard") (pursuant to an Acquisition Agreement dated effective as of 07/15/01 and executed October 12, 2001 whereby SunGard acquired substantially all of the assets of Comdisco, Inc.'s Availability Solutions business) and Subscriber, dated 03/30/2001.

Agreed Term: 36 month(s)

Commencement Date: 03/01/2004

Monthly Fee: Effective 03/01/2004 \$3,831

Monthly Fee: Effective 03/01/2005 \$4,023

Monthly Fee: Effective 03/01/2006 \$4,224

Subscriber's Location: 100 METRO WAY, SECAUCUS, NJ 07094

Send Subscriber Notices to: 100 METRO WAY, SECAUCUS, NJ 07094

ATTN: MR. GARY MACRAE

Send Subscriber Invoices to: 100 METRO WAY, SECAUCUS, NJ 07094

ATTN: MR. GARY MACRAE

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES LP

BY:

PRINT NAME:

PRINT TITLE:

DATE SIGNED:

COURTNEY DALEY

CONTRACTS OFFICER

3-15-04

SUBSCRIBER: URBAN BRANDS, INC.

BY:

PRINT NAME:

PRINT TITLE:

DATE SIGNED:

Stephen A. Feldman

Senior VP / CFO

3/9/04

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.

Quote ID 30865 A, Last Modified 03/04/2004

SCHEDULE A GOVERNED BY  
RECOVERY SERVICES AGREEMENT DATED 03/01/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP and URBAN BRANDS, INC.  
Page 3 of 8

**Mobile Configuration 1:**  
(Cust Ref: Audit Works)

| Quantity | Description                                 |   |
|----------|---|---|
|          | 1 configured as follows:                    |   |
|          | 4 POWERPC 604E 332MHZ CPU FEATURE           |   |
|          | 2048 MB MEMORY                              |   |
|          | 1 CD-ROM                                    |   |
|          | 18 GB OF INTERNAL DISK                      |   |
|          | 1 128-PORT ASYNCHRONOUS CONTROLLER, PCI BUS |   |
|          | 1 4 - PORT 10/100 MBPS ETHERNET PCI ADAPTER |   |
|          | 1 COLOR MONITOR W/GRAPHICS ADAPTER          |   |
| 1        | MOBILE ACTIVATION MANUAL                    |   |
|          | 1 configured as follows:                    |   |
|          | 1 EXCLUDED, PER SUBSCRIBER'S REQUEST        |   |
| 100      | GB EXTERNAL SSA DISK (9.1GB)                |   |
| 1        | 8MM 20/40 GB TAPE UNIT                      |   |
| 1        | DLT7000 35/70GB TAPE UNIT                   |   |
| 1        | ASCII TERMINAL                              |   |
| 1        | 3COM COURIER V.EVERTHING MODEM              | 4 |
| 1        | NCC ACCESS                                  | 4 |
| 2        | ANNUAL TEST PERIODS (ADDITIONAL)            | 3 |

**Mobile Configuration 2:**  
(Cust Ref: Legacy)

| Quantity | Description                        |   |
|----------|------------------------------------|---|
| 1        | RS/6000 R40                        |   |
|          | 1 configured as follows:           |   |
|          | 3 DUAL 604 POWERPC CARD            |   |
|          | 2048 MB MEMORY                     |   |
|          | 1 CD ROM                           |   |
|          | 30 GB INTERNAL DISK                |   |
|          | 1 5/10GB 8MM INTERNAL TAPE         |   |
|          | 1 128-PORT ASYNCHRONOUS CONTROLLER |   |
|          | 1 ETHERNET ADAPTER 10 MBPS         |   |
|          | 1 ETHERNET ADAPTER 10/100 MBPS     |   |
| 70       | GB EXTERNAL SSA DISK (9.1GB)       |   |
| 2        | DLT7000 35/70GB TAPE UNIT          |   |
| 1        | 4224-301 LINE PRINTER              |   |
| 1        | 6400 1200 LPM SERIAL               |   |
| 2        | ASCII TERMINAL                     |   |
| 20       | 3COM COURIER V.34 MODEM            | 4 |
| 1        | NCC ACCESS                         | 4 |
| 2        | ANNUAL TEST PERIODS (ADDITIONAL)   | 3 |

**Mobile Configuration 3:**  
(Cust Ref: AS/400)

| Quantity | Description              |  |
|----------|--------------------------|--|
| 1        | AS/400 7XX SERIES SYSTEM |  |

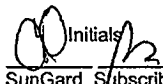
Initials *h*  
SunGard Subscriber

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SCHEDULE A GOVERNED BY  
RECOVERY SERVICES AGREEMENT DATED 03/01/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP and URBAN BRANDS, INC.  
Page 5 of 8

Mobile Configuration 4:

| Quantity | Description   |                       |   |
|----------|---|-----------------------|---|
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE<br>1 configured as follows:<br>2 PENTIUM III 550MHZ PROCESSOR(S)<br>132 MB RAM<br>54 GB DISK<br>1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD<br>1 SMART ARRAY 4250ES CONTROLLER  | (Cust Ref:NTS2)       | 6 |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE<br>1 configured as follows:<br>1 PENTIUM III 550MHZ PROCESSOR(S)<br>132 MB RAM<br>10 GB DISK<br>1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD<br>1 SMART ARRAY 4250ES CONTROLLER  | (Cust Ref:PRINT SERV) | 6 |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE<br>1 configured as follows:<br>2 PENTIUM III 550 MHZ PROCESSOR(S)<br>262 MB RAM<br>9 GB DISK<br>1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD<br>1 SMART ARRAY 3200 CONTROLLER    | (Cust Ref:RAS)        |   |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE<br>1 configured as follows:<br>1 PENTIUM III 550MHZ PROCESSOR(S)<br>132 MB RAM<br>16 GB DISK<br>1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD<br>1 SMART ARRAY 4250ES CONTROLLER  | (Cust Ref:STANDBY)    | 6 |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE<br>1 configured as follows:<br>2 PENTIUM III 700 MHZ PROCESSOR(S)<br>525 MB RAM<br>54 GB DISK<br>1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD<br>1 SMART ARRAY 4250ES CONTROLLER | (Cust Ref:SQL SRV)    | 6 |

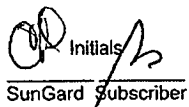
  
SunGard Subscriber

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SCHEDULE A GOVERNED BY  
RECOVERY SERVICES AGREEMENT DATED 03/01/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP and URBAN BRANDS, INC.  
Page 7 of 8

Mobile Configuration 5:

| Quantity | Description   |                             |   |
|----------|---|-----------------------------|---|
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB<br>DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:NAS)              | 6 |
|          | 1 configured as follows:  |                             |   |
|          | 4 PENTIUM III 900 MHZ PROCESSOR(S)  |                             |   |
|          | 512 MB RAM  |                             |   |
|          | 298 GB DISK   |                             |   |
|          | 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE<br>CARD                                 |                             |   |
|          | 1 SMART ARRAY 4250ES CONTROLLER   |                             |   |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB<br>DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust<br>Ref:UBI2000)       | 6 |
|          | 1 configured as follows:  |                             |   |
|          | 2 PENTIUM III 700 MHZ PROCESSOR(S)  |                             |   |
|          | 512 MB RAM  |                             |   |
|          | 18 GB DISK  |                             |   |
|          | 1 10/100 ETHERNET NETWORK INTERFACE CARD  |                             |   |
|          | 1 SMART ARRAY 5302 CONTROLLER   |                             |   |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB<br>DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:NTS6)             | 6 |
|          | 1 configured as follows:  |                             |   |
|          | 2 PENTIUM III 700 MHZ PROCESSOR(S)  |                             |   |
|          | 262 MB RAM  |                             |   |
|          | 18 GB DISK  |                             |   |
|          | 1 10/100 ETHERNET NETWORK INTERFACE CARD  |                             |   |
|          | 1 SMART ARRAY 5302 CONTROLLER   |                             |   |
| 1        | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB<br>DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:AUDIT<br>WORKS 2) |   |
|          | 1 configured as follows:  |                             |   |
|          | 4 2.8 GHZ PROCESSOR(S)  |                             |   |
|          | 4096 MB RAM   |                             |   |
|          | 218 GB DISK   |                             |   |
|          | 2 10/100 ETHERNET NETWORK INTERFACE CARD  |                             |   |
|          | 1 FIBRE HOST BUS ADAPTER  |                             |   |
|          | 1 RAID CONTROLLER   |                             |   |
| 182      | GB DISK (RAW 100% USABLE)   |                             |   |
| 2        | 40/80 GB COMPATIBLE DLT TAPE DRIVE  |                             |   |
| 1        | HP ULTRIUM LTO-2 TAPE DRIVE   |                             |   |
| 1        | SDLT 160/320GB TAPE DRIVE   |                             |   |
| 1        | 3COM COURIER V.90 MODEM   |                             | 4 |
| 2        | 3COM COURIER V.EVERTHING MODEM  |                             | 4 |
| 2        | ANNUAL TEST PERIODS (ADDITIONAL)  |                             | 3 |

 Initials  
SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.  
Quote ID 30865 A, Last Modified 03/04/2004

**ATTACHMENT 1 TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO THE RECOVERY SERVICES AGREEMENT DATED 3/1/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP AND Urban Brands, Inc.**

Page 1 of 1


**B Internet Access Services**

| <b>B1 Web Re-Direct</b>    | <b>QTY</b> | <b>Monthly Fee</b> | <b>Total Monthly Fee</b> |
|----------------------------|------------|--------------------|--------------------------|
| Connectivity: 1.5 Mbps     | 1          | \$400              | \$400                    |
| Destination: Carlstadt, NJ |            |                    |                          |

☒ This is a New Attachment which is deemed attached to Schedule A to the Agreement

☐ This Attachment replaces and supercedes the previous Attachment dated , and is deemed attached to Schedule A to the Agreement.

Subscriber will be invoiced an additional Monthly Fee of \$400, effective 3/1/2004 , plus any applicable tax, in accordance with the terms of the Agreement, the SunGard Global Network Addendum, and this Attachment. The term of this Attachment will commence on 3/1/2004 or the date of installation, whichever is later, and shall continue until the end of the initial Agreed Term of the Schedule noted above or any extended or renewal term of that Schedule. In addition, Subscriber is responsible for one-time installation charges in the amount of \$0 which will be invoiced in accordance with the terms of the Agreement.

  
\_\_\_\_\_  
SunGard

  
\_\_\_\_\_  
Subscriber

THE TERMS OF THIS ATTACHMENT ARE CONFIDENTIAL



**AMENDMENT TO ATTACHMENT 1  
TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO RECOVERY SERVICES AGREEMENT DATED MARCH 1, 2004**

The Addendum for SunGard Global Network Services to Recovery Services Agreement between SunGard Recovery Services LP ("SunGard") and the Subscriber named below ("Specified Addendum") is amended, effective March 1, 2004, as follows:

Notwithstanding anything to the contrary set forth on Attachment 1 to the Specified Addendum, Subscriber will be invoiced an additional Monthly Fee for the applicable Network Services relating to Schedule A as follows:

Effective March 1, 2004 = \$400  
Effective March 1, 2005 = \$420  
Effective March 1, 2006 = \$441

The term of this Amendment shall continue until the end of the initial Agreed Term or any extended or renewal term of the Specified Schedule.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Amendment and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES LP**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**COURTNEY DALEY  
CONTRACTS OFFICER**

**SUBSCRIBER: URBAN BRANDS, INC.**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**THE TERMS OF THIS AMENDMENT ARE CONFIDENTIAL**

OK + SGN  
Jesse  
Legal  
3/8/04

**ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO RECOVERY SERVICES AGREEMENT DATED March 1, 2004**

The Recovery Services Agreement, having the above date, between SunGard and the Subscriber named below ("Agreement"), is hereby amended effective March 1, 2004, by adding the terms and conditions set forth herein to the Agreement for the provision of Network Services to Subscriber utilizing the SunGard Global Network. The SunGard Global Network ("SGN") is a protocol-independent, multi-continental network that operates over an optical backbone. The SGN is managed exclusively by SunGard on a 24-hour, 7-day a week basis from the SunGard Network Operations Center. Each Attachment to this Addendum is specifically tied to a Schedule to the Agreement which defines the Subscriber Location, the Network Services to be provided by SunGard to Subscriber for that Location based on the Attachment, the Monthly Fee to be paid by Subscriber to SunGard for the Network Services and any other applicable terms. Capitalized terms used in this Addendum have the meaning set forth in the Agreement. Except as modified by this Addendum, the Agreement remains unchanged and in full force and effect. To the extent any of the terms of this Addendum are inconsistent with the terms of the Agreement, the terms of this Addendum shall control.

**A1. Dedicated Services**

The Network Services identified as "Dedicated" in the applicable Attachment shall be made available to Subscriber on an exclusive, 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance). All Dedicated circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point defined on the applicable Attachment.

**A2. Net ReDirect Services**

The Network Services identified as "Net ReDirect" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN, in accordance with the Multiple Disaster Procedures defined herein. All Net ReDirect circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point defined in the applicable Attachment. Once Subscriber has been switched onto a circuit on the SGN, the Net ReDirect Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

**A3. Global Network Access**

*Unless the section in the applicable Attachment entitled Global Network Access is completed, indicating that SunGard is responsible for providing the connection(s) between Subscriber's location(s) and the designated point of presence on the SGN ("Local Access"), Subscriber is solely responsible for establishing the connection between Subscriber's location(s) and the designated point of presence on the SGN through its Local Exchange Provider. Once the Local Access has been established, Subscriber is responsible for contacting SunGard, to obtain the necessary facility assignment information to connect the Local Access to the SGN Node.*

**A4. Net ReDirect Metropolitan**

Subscriber's connectivity is limited to the Metropolitan Network, which is defined in the applicable Attachment, and does not provide Subscriber with connectivity between Metropolitan Networks.

**A5. Subscriber Provided Access**

SunGard will manage the installation process of a Subscriber-provided circuit to a SunGard Recovery Center or SunGard SONET node. SunGard will assign a Project Engineer to help ensure that the infrastructure and equipment are in place to support the installation of a Subscriber provided circuit. The Project Engineer will also act as a single point of contact for Subscriber to coordinate all carrier access issues. Subscriber shall be responsible for promptly providing the necessary information and documentation as required by SunGard to complete the circuit installation.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES LP**

By: Courtney Daley

Print: COURTNEY DALEY

**CONTRACTS OFFICER**

Print Title: \_\_\_\_\_

Date Signed: 3-15-04

**SUBSCRIBER: URBAN BRANDS, INC.**

By: Stephen A. Feldman

Print: Stephen A. Feldman

Print Title: Senior VP / Chief Financial Officer

Date Signed: 3/9/04

**THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL**

#### **A6. ATM DRO Service**

The Network Services identified as "ATM DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared ATM DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay or ATM network situated at the Location will be connected to a shared ATM DRO port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay/ATM PVC(s) to the SunGard ATM DRO port at the SunGard Destination Point defined in the applicable Attachment.

Once Subscriber has been switched onto the shared ATM DRO port on the SGN, the ATM DRO Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A7. Frame Relay DRO Service**

The Network Services identified as "Frame Relay DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared Frame Relay DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay network situated at the Location will be connected to a shared Frame Relay DS-1 port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay PVC(s) to the SunGard Frame Relay DS-1 port at the SunGard Destination Point defined in the applicable Attachment.

#### **B1. Web ReDirect**

The Network Services identified as "Web ReDirect" in the applicable Attachment offers Subscriber access to the Internet from the SunGard Recovery Center designated in that Attachment for Disaster Recovery Purposes. The Web ReDirect Services shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN in accordance with the

Once Subscriber has been switched onto the shared Frame Relay DS-1 port on the SGN, the Service will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A8. ANX Access Service**

ANX is a TCP/IP-based high performance privately managed network. Subscriber is responsible for contracting with its telecommunications vendor and registering with ANXO directly in order to facilitate the ANX Access Service. SunGard will provide access to one router in the SunGard Recovery Center that will be managed by AT&T, which will be governed by the Multiple Disaster procedures defined herein. At time of Disaster, or for testing purposes, Subscriber will coordinate the redirection of its network to the router at the SunGard Recovery Center with AT&T directly. Once Subscriber has been switched onto the ANX Access Service router, the ANX Access Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A9. V\*Net Recovery Option**

The Network Services identified as "V\*Net Recovery Option" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration. This Service is only available to subscribers contracting with SunGard eSourcing for V\*Net. Once Subscriber has been switched onto the V\*Net DR configuration, access will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

Multiple Disaster Procedures defined herein. Subscriber recognizes that these Web ReDirect Services are not provider specific, therefore Subscriber is responsible for setting up any necessary domain(s) in order to facilitate effective use of the Web ReDirect Services. Once Subscriber has been switched onto the SGN, the Web Redirect Services will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **C1. General Internet Access Terms**

SunGard's Internet Access Services will provide Subscriber with connectivity to the Internet through SunGard's Internet Access Services subject to the terms and conditions of the Agreement and this Addendum and fully licensed Internet software, if applicable. The Internet is not owned, operated, or managed by, or in any way affiliated with SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. SunGard cannot and will not guarantee that the Internet Access Services will provide Internet access that is sufficient to meet Subscriber's needs. Subscriber agrees that its use of the Internet Access Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.

Subscriber hereby acknowledges receipt of SunGard's and/or its underlying carriers' policies and/or rules and regulations ("Policies") and agrees to comply with such

Policies at all times while utilizing the Internet Access Services. Subscriber also acknowledges that a breach of any of the Policies may result in the immediate termination of the Internet Access Services without prior notice and SunGard shall have no liability to Subscriber for any restriction or termination of the Internet Access Services pursuant to Subscriber's violation of the Policies. The Policies may be revised from time to time by SunGard, which revisions will be communicated to Subscriber in writing, by posting on SunGard's website at the following address: <http://www.esourcing.sungard.com/usepolicy.cfm>.

Subscriber agrees that the Access Service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied. Subscriber agrees that SunGard has the right, but not the obligation, to remove content from SunGard's computer servers which SunGard, in its sole discretion, determines to be in violation of this Agreement or SunGard's underlying carrier(s)' on-line policy.

## **C2. Testing**

Subscriber shall have access to the applicable Network Services defined on the Attachment to conduct Test(s) in conjunction with Test(s) of the Recovery Services as defined on the applicable Schedule to which the Attachment is made a part thereof.

## **C3. Termination**

The Network Services are provided subject to the availability of the necessary services by SunGard's underlying carrier(s). SunGard may, without penalty, and by providing Subscriber with thirty (30) days prior written notice, terminate any Attachment (or any portion thereof), or may withhold the provision of the Network Services if: (a) SunGard's underlying carrier(s) withdraw or substantially alter any underlying tariff(s) resulting in a material, adverse effect on SunGard's operational or financial ability to provide the Network Service(s); or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Network Services, such that SunGard would be required to submit to common carrier, public utility or other regulation to which SunGard is not now subject.

## **C4. Use of Network Services**

Subscriber shall have access to the Network Services for Disaster Recovery Purposes, in accordance with SunGard's obligations as defined in the Agreement, and as further delineated in this Addendum and in the applicable Attachment. "Disaster Recovery Purposes" means any use of the Network Services by Subscriber: (i) while Subscriber is experiencing a Disaster; (ii) which connectivity facilitates Subscriber's recovery during a Disaster; (iii) to conduct a Test(s); or (iv) for electronic vaulting. Any other use of the Network Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice. Subscriber shall have access to the Network Services for a period of no more than six (6) weeks during a Disaster.

Disaster Declaration and Daily Usage Fees will be charged as follows:

### **NETWORK SERVICES\***

| <u>Circuit</u>        | <u>Declaration Fee</u> | <u>Daily Usage Fee</u> |
|-----------------------|------------------------|------------------------|
| Dedicated DS-1        | \$ 1,000               | \$ 100/circuit         |
| Dedicated DS-3        | \$ 2,500               | \$ 500/circuit         |
| Dedicated OC-3        | \$ 5,000               | \$ 750/circuit         |
| DS-1 Net ReDirect     | \$ 1,000               | \$ 100/circuit         |
| DS-3 Net ReDirect     | \$ 2,500               | \$ 500/circuit         |
| OC-3 Net ReDirect     | \$ 5,000               | \$ 750/circuit         |
| DS-1 Metropolitan     | \$ 1,000               | \$ 100 /circuit        |
| DS-3 Metropolitan     | \$ 2,000               | \$ 500/circuit         |
| ATM/DRO               | \$ 5,000               | \$ 2,500               |
| Frame Relay DRO       | \$ 2,500               | \$ 1,000               |
| ANX Access            | \$ 2,500               | \$ 1,000               |
| V*Net Recovery Option | \$ 1,000               | \$ 500                 |

## **Web ReDirect Services**

| <u>Connection Speed</u> | <u>Declaration Fee</u> | <u>Daily Usage Fee</u> |
|-------------------------|------------------------|------------------------|
| .512 Kbps – 1.5 Mbps    | \$ 500                 | \$ 100                 |
| 1.6 – 10 Mbps           | \$ 2,500               | \$ 250                 |
| 10.1– 45 Mbps           | \$ 2,500               | \$ 500                 |
| 45.1 – 100 Mbps         | \$ 5,000               | \$ 750                 |

\*If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.

## **C5. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL SUNGARD'S TOTAL LIABILITY FOR THE NETWORK SERVICES DEFINED IN ANY ATTACHMENT TO THIS ADDENDUM EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY SUBSCRIBER TO SUNGARD UNDER THE APPLICABLE ATTACHMENT. SUNGARD SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF OR INTERCEPTION OR MISDIRECTION OF SUBSCRIBER'S DATA, FILES, SOFTWARE, CODE, OPERATING SYSTEMS, APPLICATIONS, DATA STORAGE MEDIA, OR OTHER PROPERTY THAT OCCURS DURING CONNECTION, TRANSMISSION, USE OR RESTORATION BY SUBSCRIBER OR SUNGARD IN CONJUNCTION WITH THE NETWORK SERVICES. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against SunGard by a third party as a result of Subscriber's use of the Network Services. Under no circumstances shall SunGard be liable to Subscriber or any other third party for lost revenues, lost profits, loss of business, or consequential or special damages of any nature, whether or not foreseeable. Any penalties incurred by SunGard as a result of Subscriber's breach of contract shall be deemed direct damages for purposes of this Agreement.

EXCEPT AS SPECIFICALLY STATED IN THIS ADDENDUM, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

**D. MULTIPLE DISASTER.** Subscriber's rights of use of the Recovery Resources shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster").

**D1. PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard, in its reasonable discretion, as available on a shared use basis ("Shared Resources"). Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain a current list of Shared Resources which shall be subject to change without notice. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

**D2. MULTIPLE DISASTER PROCEDURES.** If a Multiple Disaster occurs (whether before, at the same time or after Subscriber declares a disaster), then the following procedures shall be implemented:

(a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters.

Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them.

(b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers.

(c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.

(d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

(e) If the Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to satisfy the critical needs of affected subscribers, applicable national security interests and comparable concerns.

**E. DEFINITIONS.** If applicable, the following terms, which may appear in the Agreement, shall have the same meanings as set forth below:

"SunGard" means successor in interest to Comdisco, Inc.

"Subscriber" means Customer.

"Agreement" means Master Agreement and Business Continuity Supplement or Master Technology Services Agreement.

"Recovery Services" means Backup Capability.

"Recovery Resources" means the facilities and equipment used by SunGard to provide the Recovery Services.



**ADDENDUM TO  
RECOVERY SERVICES AGREEMENT DATED MARCH 1, 2004**

The Recovery Services Agreement, having the above date, between SunGard Recovery Services Inc. ("SunGard") and the Subscriber named below, ("Agreement"), is amended effective March 1, 2004, as follows:

1. Section B2, Significant Changes is amended by replacing "ten days" to "thirty days" in the last sentence of the section.
2. Section D1, Contract Term is amended by deleting the third and fourth sentences of the section in their entirety.
3. Section D2, Fees and Expenses is amended by adding the word "written" after the word "prior" in the second sentence of the section.
4. Section D2, Fees and Expenses is further amended by adding the following after the third sentence of the section:

"SunGard will not access interest on past due invoices until SunGard has provided written notice of non-payment to Subscriber in accordance with Section D6 Termination for Cause."

5. Section D2, Fees and Expenses is further amended by replacing the fifth sentence of the section with the following:

"If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may require Subscriber to pay all collection costs."

6. Section D2, Fees and Expenses is further amended by deleting the last sentence of the section.

7. Downgrade

Subscriber may downgrade the Recovery Services to any lower service level offered by SunGard, by giving written notice to SunGard and then signing a new Schedule that (a) has a Commencement Date that is no earlier than three (3) months after SunGard receives Subscriber's notice, (b) provides for a Monthly Fee equal to the "New Fee" (defined below), and (c) has a term equal to the number of months in the then remaining term of the prior Schedule, multiplied by the "Old Fee" (defined below) and divided by the New Fee (rounded to the nearest whole number). Effective on the Commencement Date stated in the new Schedule, the new Schedule shall supersede the prior Schedule.

The New Fee shall be equal to SunGard's then prevailing Monthly Fee for the lower service level elected, provided that such New Fee shall not be less than at least eighty percent (80%) of (a) the initial Monthly Fee (adjusted for any applicable price increases) or (b) the then prevailing Monthly Fee for services being provided under the affected Schedule immediately before such downgrade ("Old Fee"), whichever is greater.

The right to downgrade under this provision (a) may not be exercised during the initial twelve (12) months of the Agreed Term, (b) may be invoked not more than once during any twelve (12) month period provided the limitations stated above are not exceeded, and (c) will be in effect only during the initial term of a Schedule and not during any renewal term.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES INC.**

**SUBSCRIBER: URBAN BRANDS, INC.**

BY: Courtney Daley

BY: Stephen A. Feldman

PRINT NAME: COURTNEY DALEY

**CONTRACTS OFFICER**

PRINT NAME: Stephen A. Feldman

PRINT TITLE: Senior VP/CFO

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: 3-15-04

DATE SIGNED: 3/9/04

**THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL**

**SUNGARD®**

www.sungard.com

OK to sign  
J-K  
Kyal  
3/8/04

RECOVERY SERVICES AGREEMENT

BETWEEN

SUNGARD RECOVERY SERVICES LP  
a Pennsylvania limited partnership  
("SunGard")

AND

URBAN BRANDS, INC.

a Delaware corporation  
("Subscriber")

DATED

March 1, 2004

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Agreement.

SUNGARD RECOVERY SERVICES LP

By:

Print:

Print Title:

Date Signed:

COURTNEY DALEY  
CONTRACTS OFFICER

3.15.04

SUBSCRIBER: URBAN BRANDS, INC.

By:

Print Name:

Print Title:

Date Signed:

Stephen A. Feldman

Senior VP / CFO

3/9/04

A. **RECOVERY SERVICES.** Each Schedule to this Agreement specifies a Subscriber location ("Location"), the recovery services to be provided by SunGard to Subscriber for that Location ("Recovery Services"), the fees to be paid by Subscriber to SunGard for those services, and any other applicable terms. Each Schedule may be signed by Subscriber or any of its subsidiaries or affiliates, and such signer shall be deemed to be "Subscriber" for purposes of that Schedule, provided that the original Subscriber named above shall be jointly and severally liable with such subsidiaries and affiliates for the performance of all obligations under such Schedule. Each Schedule represents a separate contract that incorporates and is governed by all of the terms of this Agreement.

1. **DISASTER.** A "Disaster" is any unplanned event or condition that renders Subscriber unable to use a Location for its intended computer processing and related purposes. By signing a Schedule or any Addendum to a Schedule, Subscriber warrants that the Location specified in that Schedule is not at that time experiencing a Disaster. Subscriber may declare a Disaster by having one of its designated representatives give notice to

SunGard stating that a Disaster occurred, identifying the affected Location, and specifying which Recovery Services Subscriber believes will be required. SunGard will then follow Subscriber's reasonable declaration procedures as provided to SunGard in the Disaster Declaration Authority form.

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

2. **SELECTED SERVICES.** Whenever Subscriber declares a Disaster, the Recovery Services to be provided by SunGard to Subscriber shall be the following services which were selected by Subscriber in the applicable Schedule:

- (a) **Center-Based Recovery Services.** Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which Subscriber may use during the period of time stated below, provided at a SunGard facility:
- (i) **Hotsite.** An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule, which Subscriber may use for six weeks.
  - (ii) **Coldsite.** Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which Subscriber may use for six months.
  - (iii) **Office Space.** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Hotsite or Coldsite.
  - (iv) **Work Group Space.** An adequate and reasonable amount of office space, properly equipped to accommodate the Work Group Configuration described in the Schedule, which Subscriber may use for six weeks.
  - (v) **MegaVoice<sup>SM</sup>** SunGard's voice communications backup service for the number of communications ports stated in the Schedule, which Subscriber may use for six weeks.
- (b) **Mobile Recovery Services.** Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which Subscriber may use for the duration of a Disaster:
- (i) **Replacement Recovery System.** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule, to be provided to Subscriber by one of the following methods at Subscriber's option:
    - a. **Primary Recovery Facility.** Access to the Replacement Recovery System at a SunGard facility where it is then installed.
    - b. **Alternate Recovery Facility.** Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated, within 48 hours after SunGard receives the Disaster declaration notice.
    - c. **Mobile Data Center.** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
    - d. **Subscriber Facility.** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
  - (ii) **Computer Space.** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to Subscriber by one of the following methods at Subscriber's option:
    - a. **SunGard Facility.** Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated.
    - b. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
  - (iii) **Supplemental Office Space.** An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Replacement Recovery System or Computer Space.
  - (iv) **Mobile Work Group Space.** SunGard will commence the delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule, to a destination in the continental United States requested by Subscriber, within 24 hours after SunGard receives the Disaster declaration notice.
  - (v) **Quick Ship Equipment.** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule, to a properly equipped facility in the continental United States requested by

Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.

- (c) **Network Services.** The Network Services identified as either "Center-to-Center" or "LAN Bridging" in the Network Configuration described in the Schedule shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on SunGard's Global Network ("SGN"). These types of Network Services will be used by Subscriber to facilitate connectivity between the SunGard recovery centers defined in the Network Configuration. Once Subscriber has been switched onto the circuit/port on the SGN, the Network Services will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). Subscriber will have access to and use of the Network Services for six (6) weeks. In addition, Subscriber shall have access to the applicable Network Services to conduct Test(s) in conjunction with the Test(s) of the Recovery Services as defined on the Schedule.
3. **EXTENDED USE.** During a Disaster, Subscriber may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section A2(a) and A2(c), respectively, provided that this extended use shall be subject to immediate termination if and when any other subscriber declares a disaster and requires use of the Recovery Resources then being utilized by Subscriber.
4. **COMPREHENSIVE RECOVERY SUPPORT.** Whenever Subscriber uses Recovery Services during a Disaster, SunGard's Support Staff (consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate) shall provide comprehensive support to Subscriber on a 24-hour-a-day, 7-day-a-week basis, as needed. To facilitate Subscriber's use of the Recovery Services during a Disaster, SunGard's Support Staff shall assist Subscriber in pre-testing Subscriber's operating systems, network control programs and communications circuits. During a Disaster, SunGard's Support Staff also shall assist Subscriber in contacting vendors and in obtaining and installing additional or replacement equipment.
5. **TESTS.** Promptly after execution of this Agreement, SunGard shall either notify Subscriber of available times to schedule a training workshop at a SunGard facility or provide instructions to Subscriber to conduct a computer based training workshop. Subscriber may use certain Recovery Services to test its disaster recovery capability ("Test") for the number of Test Periods stated in the applicable Schedule. Each Test Period entitles Subscriber to eight (8) hours of consecutive test time per contract year at a designated SunGard facility, on a non-cumulative basis. During each Test, SunGard's Support Staff shall provide reasonable supplies and support to Subscriber as needed, subject to availability. In order for SunGard to provide support to Subscriber for a scheduled Test, all Test plans must be provided to SunGard at least three (3) weeks prior to the Test date. Upon receipt of Subscriber's Test plan, SunGard will then assign a SunGard technical coordinator to review Subscriber's Test plan and act as project manager to coordinate Test support activities. Tests shall be scheduled at least four (4) months in advance and availability is on a 24-hour-a-day, 7-day-a-week basis. All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible, if and when any other subscriber declares a disaster and requests use of the Recovery Services being tested.
6. **E-TESTING PROGRAM.** Subscriber may, at its option, elect to participate in SunGard's E-Testing Program. The E-Testing Program is a web-based application designed by SunGard to facilitate efficiency of pretest communications, by allowing Subscriber to complete and submit Test plans online for any scheduled Test. Subscriber shall use the E-Testing Program only for its own internal purposes in testing its disaster recovery configuration with SunGard. Periodically, in its sole discretion, SunGard may change or discontinue the E-Testing Program. SunGard shall not be liable for any damages incurred by Subscriber as a result of Subscriber's access to, use of, or downloading of any information or data contained in the web pages of the Program, including damages caused by any viruses. SunGard represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program. SunGard shall use commercially reasonable efforts to assist Subscriber, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.
7. **SOFTWARE.** All systems and utility software which SunGard has installed on the equipment used to provide the Recovery Services may be used by Subscriber during a Disaster or a Test.
8. **TECHNOLOGY EXCHANGE.** Upon Subscriber's request, SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration. Subscriber may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to SunGard and signing an appropriate Addendum to the applicable Schedule. Upon the effective date of this exchange, the Monthly or Annual Fees due under that Schedule may increase by an amount reasonably determined by SunGard, based upon the difference between (a) SunGard's then prevailing Monthly or Annual Fees for the new hardware selected, and (b) an allocated portion of the prior Monthly or Annual Fees covering the components that were replaced.
9. **ACCOUNT EXECUTIVE.** SunGard shall assign an Account Executive to Subscriber to assist in monitoring the continued viability of Subscriber's disaster recovery capability and to facilitate ongoing communications between Subscriber and SunGard.



10. **HOTLINE.** SunGard shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which Subscriber may use as needed.
11. **USER'S GUIDES.** Subscriber shall receive SunGard's current User's Guides for the Recovery Services and all applicable updates and revisions, as and when issued.
12. **ACTIVATION MANUAL.** If contracted for in a configuration under the applicable Schedule, SunGard will provide Subscriber with an Activation Manual ("Manual") in the event Subscriber contracts for i) more than 100 Mobile WorkGroup positions in a Mobile WorkGroup Configuration, or ii) a number of Mobile

Configurations such that at least three (3) Mobile Data Centers would be dispatched by SunGard. Subscriber elects a "Mobile Data Center" delivery option for the applicable Schedule. This Manual will serve as a guideline for Subscriber's use of the Mobile Data Centers and contains placement recommendations, vendor contact information, electrical and communication requirements. Completion of the Manual will be within 120 days of Subscriber's execution of the applicable Schedule, subject to Subscriber's reasonable cooperation and the availability of key Subscriber personnel. SunGard shall have no responsibility for completion of such Manual if not contracted for under the applicable Schedule or in the event SunGard does not receive reasonable cooperation from and access to key Subscriber personnel in order to complete such Manual.

**B. MAINTENANCE AND USE OF RECOVERY RESOURCES.** The terms of this Section B are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services ("Recovery Resources") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.

1. **MAINTENANCE.** SunGard shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. SunGard shall adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. SunGard warrants to Subscriber that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Agreement.
2. **SIGNIFICANT CHANGES.** SunGard may change the Recovery Resources and shall give written notice to Subscriber at least 60 days before making any significant change that might substantially and adversely impact Subscriber. Subscriber shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If, in Subscriber's reasonable judgment, any such change substantially and adversely impacts Subscriber to the extent that Subscriber cannot use the affected Recovery Services, then Subscriber may terminate the affected Recovery Services by giving written notice to SunGard within ten days after Subscriber first uses the affected Recovery Services for either a Disaster or Test.
3. **AUDITS.** At any time except when the Recovery Resources are being used during a disaster or a confidential test, Subscriber may, at its expense, audit the Recovery Resources to verify SunGard's compliance with this Agreement. SunGard also shall permit any regulatory authority having jurisdiction over Subscriber to inspect the Recovery Resources. SunGard shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to Subscriber upon request.
4. **STANDARD PROCEDURES.** SunGard shall maintain reasonable and uniform policies regarding security, safety, scheduling, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. These policies may appear in SunGard's User's Guides and in other written documents provided by SunGard to its subscribers from time to time. Both SunGard and Subscriber shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications.

Policies for tests include advance scheduling and cancellation requirements. Any Test Period(s) cancelled by Subscriber less than 45 days before the scheduled date will be applied against Subscriber's annual allotment of Test Periods unless SunGard is able to reschedule the cancelled Test Period(s) with another subscriber.

5. **SPECIAL PROCEDURES.** If Subscriber gives written notice to SunGard describing any special data protection or other security procedures used by Subscriber, then SunGard shall use commercially reasonable efforts to help implement those procedures, whenever Subscriber is using the Recovery Resources. Subscriber shall be responsible for any additional expenses reasonably incurred by SunGard in implementing Subscriber's special procedures.
6. **MOBILE RESOURCES.** Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, shall remain in SunGard or its supplier, except for any Quick Ship Equipment as to which Subscriber properly exercises its purchase option, if any, described in the applicable Schedule. With respect to any Mobile Resources for which the destination is not a SunGard facility, (a) Subscriber shall obtain or provide, at Subscriber's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination, (b) Subscriber shall be responsible for the security of the Mobile Resources at that destination, (c) Subscriber shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld, (d) when Subscriber's use or right to use the Mobile Resources during a Disaster or Test ends, Subscriber shall comply with SunGard's return delivery or shipment instructions, and (e) if the Mobile Resources do not include a SunGard vehicle, then Subscriber shall provide a proper operating environment for the Mobile Resources. If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated, then SunGard will use commercially reasonable efforts to replace the Mobile Resources. If SunGard is unable to replace the Mobile Resources, then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to Subscriber.

**C. MULTIPLE DISASTER.** Subscriber's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.

1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.
  - (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2.
  - (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers. In an effort to avoid the need for shared or allocated use of any Shared Resources, SunGard shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.
  - (c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.
  - (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for

shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

- (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.
3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:
  - (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.
  - (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster.

For Center-Based Recovery Services, SunGard also shall comply with the following:
  - (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a subscriber declares a disaster.
  - (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.
4. **CRISIS MANAGEMENT.** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers.

#### D. OTHER TERMS

1. **CONTRACT TERM.** This Agreement shall continue in effect for so long as there is a Schedule in effect. The term of a Schedule, and Subscriber's rights to use the Recovery Services selected on that Schedule, shall begin on the Commencement Date and continue in effect for the Agreed Term stated in that Schedule. Thereafter, that Schedule shall automatically renew for successive renewal terms of equal duration to the Agreed Term, unless either party gives written notice of termination to the other at least six months before the end of the then current term. Subscriber acknowledges that SunGard requires this advance notice due to the substantial, long-term equipment and facilities commitments SunGard makes in reliance upon its subscriber contracts. This Agreement and each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.
  2. **FEES AND EXPENSES.** All Monthly or Annual Fees shall be invoiced by SunGard in advance. All other fees, and any out-of-pocket expenses reasonably incurred by SunGard on behalf of Subscriber and with prior authorization, shall be invoiced by SunGard as and when incurred. Subscriber's payments shall be due within 30 days after receipt of invoice. For any amount not paid when due, Subscriber will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may accelerate Subscriber's obligation to pay all remaining Monthly or Annual Fees, and Subscriber shall pay all collection costs. Subscriber shall be responsible for (a) any applicable Disaster Fees as indicated on a Schedule, (b) all communications and similar third party charges resulting from Subscriber's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from Subscriber's use of the Recovery Resources, except the initial six weeks of Hotsite use and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Subscriber, (e) all costs associated with the installation and de-installation of Mobile Resources used by Subscriber at non-SunGard locations, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Agreement. Beginning one year after the Commencement Date of a Schedule, SunGard may increase all fees chargeable under that Schedule by up to 8% per contract year, by giving Subscriber at least 90 days prior written notice.
  3. **CONFIDENTIALITY.** All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes (a) Subscriber's data and software, and the details of Subscriber's computer operations and recovery procedures, which include trade secrets of Subscriber, (b) SunGard's physical security systems, access control systems, specialized recovery equipment and techniques, pricing and User's Guides, and SunGard's E-Testing Program and web pages, which include trade secrets of SunGard, and (c) the terms of this Agreement. This Section D3 may be enforced by injunction.
  4. **LIABILITY AND INDEMNIFICATION.** Each party ("liable party") shall be fully liable to the other party for any direct damages caused by any breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents) in connection with the use of the Recovery Resources or any other matter relating to this Agreement. The liable party shall indemnify and hold harmless the other party (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from any such breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents). Notwithstanding the foregoing: (a) SunGard shall have no liability for any of Subscriber's tangible property located at a SunGard facility or in a SunGard vehicle, except for any direct damages caused by SunGard's negligence or willful misconduct; (b) SunGard shall have no control over or responsibility for the content of any of Subscriber's data or software; (c) if Subscriber's data is damaged as a result of SunGard's negligence, then SunGard shall be liable to Subscriber for up to \$25,000 for Subscriber's documented out-of-pocket expenses incurred to recreate such data; and (d) SunGard's total liability for direct damages with respect to a Schedule shall be limited to one year's Monthly or Annual Fees under that Schedule, or \$250,000, whichever is greater. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from the use, control or possession of any Mobile Resources by Subscriber (or any of its employees or agents).
- Excluding Subscriber's payment obligations, under no circumstances shall either party be liable for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary or special damages of any nature, whether or not foreseeable.
- EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.
5. **FORCE MAJEURE.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to Subscriber a material part of the Recovery Services described in a Schedule and this inability continues for a period of more than 30 days, then the Monthly Fees for those Recovery Services for that period shall be waived and the term of that Schedule shall be extended by an equal period. If this inability continues for more than five days after Subscriber has declared a Disaster, then Subscriber may terminate that Schedule, without penalty, by giving written notice of termination to SunGard at any time before the inability ends.
  6. **TERMINATION FOR CAUSE.** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement or any Schedule(s), without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to a breach of SunGard's obligation to provide the Recovery Services to Subscriber during a Disaster, the cure period shall be five days. With respect to Subscriber's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 30 days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.
  7. **NOTICE.** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile, and Disaster declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within 24 hours thereafter. Subscriber's address for notice is stated in each Schedule. SunGard's address for notice is 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: Contract Administration.
  8. **ENTIRE UNDERSTANDING.** This Agreement (which includes and incorporates all Schedules and Addenda to this Agreement) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.
  9. **PARTIES IN INTEREST.** Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party which will not be unreasonably withheld. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.
  10. **CONSTRUCTION. THIS AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE PENNSYLVANIA LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. In any action relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. Further, each party hereby waives its right to a trial by jury. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents. Sections D3, D4 and D10 shall survive any termination of this Agreement.



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RECOVERY SERVICES AGREEMENT

BETWEEN

SUNGARD RECOVERY SERVICES LP

a Pennsylvania limited partnership

("SunGard")

AND

URBAN BRANDS, INC.

a Delaware corporation

("Subscriber")

DATED

March 1, 2004

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Agreement.

SUNGARD RECOVERY SERVICES LP

By: Courtney Daley

Print: \_\_\_\_\_

COURTNEY DALEY  
CONTRACTS OFFICER

Print Title: \_\_\_\_\_

Date Signed: 3.15.04

SUBSCRIBER: URBAN BRANDS, INC.

By: Stephen A. Feldman

Print Name: Stephen A. Feldman

Print Title: Senior VP / CFO

Date Signed: 3/9/04

A. **RECOVERY SERVICES.** Each Schedule to this Agreement specifies a Subscriber location ("Location"), the recovery services to be provided by SunGard to Subscriber for that Location ("Recovery Services"), the fees to be paid by Subscriber to SunGard for those services, and any other applicable terms. Each Schedule may be signed by Subscriber or any of its subsidiaries or affiliates, and such signer shall be deemed to be "Subscriber" for purposes of that Schedule, provided that the original Subscriber named above shall be jointly and severally liable with such subsidiaries and affiliates for the performance of all obligations under such Schedule. Each Schedule represents a separate contract that incorporates and is governed by all of the terms of this Agreement.

1. **DISASTER.** A "Disaster" is any unplanned event or condition that renders Subscriber unable to use a Location for its intended computer processing and related purposes. By signing a Schedule or any Addendum to a Schedule, Subscriber warrants that the Location specified in that Schedule is not at that time experiencing a Disaster. Subscriber may declare a Disaster by having one of its designated representatives give notice to

SunGard stating that a Disaster occurred, identifying the affected Location, and specifying which Recovery Services Subscriber believes will be required. SunGard will then follow Subscriber's reasonable declaration procedures as provided to SunGard in the Disaster Declaration Authority form.

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

2. **SELECTED SERVICES.** Whenever Subscriber declares a Disaster, the Recovery Services to be provided by SunGard to Subscriber shall be the following services which were selected by Subscriber in the applicable Schedule:

- (a) **Center-Based Recovery Services.** Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which Subscriber may use during the period of time stated below, provided at a SunGard facility:
- (i) **Hotsite.** An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule, which Subscriber may use for six weeks.
  - (ii) **Coldsite.** Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which Subscriber may use for six months.
  - (iii) **Office Space.** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Hotsite or Coldsite.
  - (iv) **Work Group Space.** An adequate and reasonable amount of office space, properly equipped to accommodate the Work Group Configuration described in the Schedule, which Subscriber may use for six weeks.
  - (v) **MegaVoice<sup>SM</sup>** SunGard's voice communications backup service for the number of communications ports stated in the Schedule, which Subscriber may use for six weeks.
- (b) **Mobile Recovery Services.** Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which Subscriber may use for the duration of a Disaster:
- (i) **Replacement Recovery System.** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule, to be provided to Subscriber by one of the following methods at Subscriber's option:
    - a. **Primary Recovery Facility.** Access to the Replacement Recovery System at a SunGard facility where it is then installed.
    - b. **Alternate Recovery Facility.** Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated, within 48 hours after SunGard receives the Disaster declaration notice.
    - c. **Mobile Data Center.** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
    - d. **Subscriber Facility.** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
  - (ii) **Computer Space.** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to Subscriber by one of the following methods at Subscriber's option:
    - a. **SunGard Facility.** Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated.
    - b. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
  - (iii) **Supplemental Office Space.** An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Replacement Recovery System or Computer Space.
  - (iv) **Mobile Work Group Space.** SunGard will commence the delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule, to a destination in the continental United States requested by Subscriber, within 24 hours after SunGard receives the Disaster declaration notice.
  - (v) **Quick Ship Equipment.** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule, to a properly equipped facility in the continental United States requested by

Subscriber, 48 hours after SunGard receives the Disaster declaration notice.

- (c) **Network Services.** The Network Services identified as either "Center-to-Center" or "LAN Bridging" in the Network Configuration described in the Schedule shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on SunGard's Global Network ("SGN"). These types of Network Services will be used by Subscriber to facilitate connectivity between the SunGard recovery centers defined in the Network Configuration. Once Subscriber has been switched onto the circuit/port on the SGN, the Network Services will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). Subscriber will have access to and use of the Network Services for six (6) weeks. In addition, Subscriber shall have access to the applicable Network Services to conduct Test(s) in conjunction with the Test(s) of the Recovery Services as defined on the Schedule.

3. **EXTENDED USE.** During a Disaster, Subscriber may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section A2(a) and A2(c), respectively, provided that this extended use shall be subject to immediate termination if and when any other subscriber declares a disaster and requires use of the Recovery Resources then being utilized by Subscriber.

4. **COMPREHENSIVE RECOVERY SUPPORT.** Whenever Subscriber uses Recovery Services during a Disaster, SunGard's Support Staff (consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate) shall provide comprehensive support to Subscriber on a 24-hour-a-day, 7-day-a-week basis, as needed. To facilitate Subscriber's use of the Recovery Services during a Disaster, SunGard's Support Staff shall assist Subscriber in pre-testing Subscriber's operating systems, network control programs and communications circuits. During a Disaster, SunGard's Support Staff also shall assist Subscriber in contacting vendors and in obtaining and installing additional or replacement equipment.

5. **TESTS.** Promptly after execution of this Agreement, SunGard shall either notify Subscriber of available times to schedule a training workshop at a SunGard facility or provide instructions to Subscriber to conduct a computer based training workshop. Subscriber may use certain Recovery Services to test its disaster recovery capability ("Test") for the number of Test Periods stated in the applicable Schedule. Each Test Period entitles Subscriber to eight (8) hours of consecutive test time per contract year at a designated SunGard facility, on a non-cumulative basis. During each Test, SunGard's Support Staff shall provide reasonable supplies and support to Subscriber as needed, subject to availability. In order for SunGard to provide support to Subscriber for a scheduled Test, all Test plans must be provided to SunGard at least three (3) weeks prior to the Test date. Upon receipt of Subscriber's Test plan, SunGard will then assign a SunGard technical coordinator to review Subscriber's Test plan and act as project manager to coordinate Test support activities. Tests shall be scheduled at least four (4) months in advance and availability is on a 24-hour-a-day, 7-day-a-week basis. All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible; if and when any other subscriber declares a disaster and requests use of the Recovery Services being tested.

6. **E-TESTING PROGRAM.** Subscriber may, at its option, elect to participate in SunGard's E-Testing Program. The E-Testing Program is a web-based application designed by SunGard to facilitate efficiency of pretest communications, by allowing Subscriber to complete and submit Test plans online for any scheduled Test. Subscriber shall use the E-Testing Program only for its own internal purposes in testing its disaster recovery configuration with SunGard. Periodically, in its sole discretion, SunGard may change or discontinue the E-Testing Program. SunGard shall not be liable for any damages incurred by Subscriber as a result of Subscriber's access to, use of, or downloading of any information or data contained in the web pages of the Program, including damages caused by any viruses. SunGard represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program. SunGard shall use commercially reasonable efforts to assist Subscriber, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.

7. **SOFTWARE.** All systems and utility software which SunGard has installed on the equipment used to provide the Recovery Services may be used by Subscriber during a Disaster or a Test.

8. **TECHNOLOGY EXCHANGE.** Upon Subscriber's request, SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration. Subscriber may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to SunGard and signing an appropriate Addendum to the applicable Schedule. Upon the effective date of this exchange, the Monthly or Annual Fees due under that Schedule may increase by an amount reasonably determined by SunGard, based upon the difference between (a) SunGard's then prevailing Monthly or Annual Fees for the new hardware selected, and (b) an allocated portion of the prior Monthly or Annual Fees covering the components that were replaced.

9. **ACCOUNT EXECUTIVE.** SunGard shall assign an Account Executive to Subscriber to assist in monitoring the continued viability of Subscriber's disaster recovery capability and to facilitate ongoing communications between Subscriber and SunGard.

10. **HOTLINE.** SunGard shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which Subscriber may use as needed.
11. **USER'S GUIDES.** Subscriber shall receive SunGard's current User's Guides for the Recovery Services and all applicable updates and revisions, as and when issued.
12. **ACTIVATION MANUAL.** If contracted for in a configuration under the applicable Schedule, SunGard will provide Subscriber with an Activation Manual ("Manual") in the event Subscriber contracts for i) more than 100 Mobile WorkGroup positions in a Mobile WorkGroup Configuration, or ii) a number of Mobile

Configurations such as at least three (3) Mobile Data Centers would be dispatched by SunGard. Subscriber elects a "Mobile Data Center" delivery option for the applicable Schedule. This Manual will serve as a guideline for Subscriber's use of the Mobile Data Centers and contains placement recommendations, vendor contact information, electrical and communication requirements. Completion of the Manual will be within 120 days of Subscriber's execution of the applicable Schedule, subject to Subscriber's reasonable cooperation and the availability of key Subscriber personnel. SunGard shall have no responsibility for completion of such Manual if not contracted for under the applicable Schedule or in the event SunGard does not receive reasonable cooperation from and access to key Subscriber personnel in order to complete such Manual.

**B. MAINTENANCE AND USE OF RECOVERY RESOURCES.** The terms of this Section B are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services ("Recovery Resources") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.

1. **MAINTENANCE.** SunGard shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. SunGard shall adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. SunGard warrants to Subscriber that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Agreement.
2. **SIGNIFICANT CHANGES.** SunGard may change the Recovery Resources and shall give written notice to Subscriber at least 60 days before making any significant change that might substantially and adversely impact Subscriber. Subscriber shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If, in Subscriber's reasonable judgment, any such change substantially and adversely impacts Subscriber to the extent that Subscriber cannot use the affected Recovery Services, then Subscriber may terminate the affected Recovery Services by giving written notice to SunGard within ten days after Subscriber first uses the affected Recovery Services for either a Disaster or Test.
3. **AUDITS.** At any time except when the Recovery Resources are being used during a disaster or a confidential test, Subscriber may, at its expense, audit the Recovery Resources to verify SunGard's compliance with this Agreement. SunGard also shall permit any regulatory authority having jurisdiction over Subscriber to inspect the Recovery Resources. SunGard shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to Subscriber upon request.
4. **STANDARD PROCEDURES.** SunGard shall maintain reasonable and uniform policies regarding security, safety, scheduling, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. These policies may appear in SunGard's User's Guides and in other written documents provided by SunGard to its subscribers from time to time. Both SunGard and Subscriber shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications.

Policies for tests include advance scheduling and cancellation requirements. Any Test Period(s) cancelled by Subscriber less than 45 days before the scheduled date will be applied against Subscriber's annual allotment of Test Periods unless SunGard is able to reschedule the cancelled Test Period(s) with another subscriber.

5. **SPECIAL PROCEDURES.** If Subscriber gives written notice to SunGard describing any special data protection or other security procedures used by Subscriber, then SunGard shall use commercially reasonable efforts to help implement those procedures whenever Subscriber is using the Recovery Resources. Subscriber shall be responsible for any additional expenses reasonably incurred by SunGard in implementing Subscriber's special procedures.
6. **MOBILE RESOURCES.** Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, shall remain in SunGard or its supplier, except for any Quick Ship Equipment as to which Subscriber properly exercises its purchase option, if any, described in the applicable Schedule. With respect to any Mobile Resources for which the destination is not a SunGard facility, (a) Subscriber shall obtain or provide, at Subscriber's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination; (b) Subscriber shall be responsible for the security of the Mobile Resources at that destination; (c) Subscriber shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld; (d) when Subscriber's use or right to use the Mobile Resources during a Disaster or Test ends, Subscriber shall comply with SunGard's return delivery or shipment instructions; and (e) if the Mobile Resources do not include a SunGard vehicle, then Subscriber shall provide a proper operating environment for the Mobile Resources. If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated, then SunGard will use commercially reasonable efforts to replace the Mobile Resources. If SunGard is unable to replace the Mobile Resources, then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to Subscriber.

**C. MULTIPLE DISASTER.** Subscriber's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.

1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.
  - (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2.
  - (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers. In an effort to avoid the need for shared or allocated use of any Shared Resources, SunGard shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.
  - (c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.
  - (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for

shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources:

- (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.
3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:
  - (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.
  - (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster.  
For Center-Based Recovery Services, SunGard also shall comply with the following:
  - (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a subscriber declares a disaster.
  - (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.
4. **CRISIS MANAGEMENT.** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers.

#### D. OTHER TERMS

1. **CONTRACT TERM.** This Agreement shall continue in effect for so long as there is a Schedule in effect. The term of a Schedule, and Subscriber's rights to use the Recovery Services selected on that Schedule, shall begin on the Commencement Date and continue in effect for the Agreed Term stated in that Schedule. Thereafter, that Schedule shall automatically renew for successive renewal terms of equal duration to the Agreed Term, unless either party gives written notice of termination to the other at least six months before the end of the then current term. Subscriber acknowledges that SunGard requires this advance notice due to the substantial, long-term equipment and facilities commitments SunGard makes in reliance upon its subscriber contracts. This Agreement and each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.
  2. **FEES AND EXPENSES.** All Monthly or Annual Fees shall be invoiced by SunGard in advance. All other fees, and any out-of-pocket expenses reasonably incurred by SunGard on behalf of Subscriber and with prior authorization, shall be invoiced by SunGard as and when incurred. Subscriber's payments shall be due within 30 days after receipt of invoice. For any amount not paid when due, Subscriber will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may accelerate Subscriber's obligation to pay all remaining Monthly or Annual Fees, and Subscriber shall pay all collection costs. Subscriber shall be responsible for (a) any applicable Disaster Fees as indicated on a Schedule, (b) all communications and similar third party charges resulting from Subscriber's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from Subscriber's use of the Recovery Resources, except the initial six weeks of Hotline use and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Subscriber, (e) all costs associated with the installation and de-installation of Mobile Resources used by Subscriber at non-SunGard locations, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Agreement. Beginning one year after the Commencement Date of a Schedule, SunGard may increase all fees chargeable under that Schedule by up to 8% per contract year, by giving Subscriber at least 90 days prior written notice.
  3. **CONFIDENTIALITY.** All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes (a) Subscriber's data and software, and the details of Subscriber's computer operations and recovery procedures, which include trade secrets of Subscriber, (b) SunGard's physical security systems, access control systems, specialized recovery equipment and techniques, pricing and User's Guides, and SunGard's E-Testing Program and web pages, which include trade secrets of SunGard, and (c) the terms of this Agreement. This Section D3 may be enforced by injunction.
  4. **LIABILITY AND INDEMNIFICATION.** Each party ("liable party") shall be fully liable to the other party for any direct damages caused by any breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents) in connection with the use of the Recovery Resources or any other matter relating to this Agreement. The liable party shall indemnify and hold harmless the other party (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from any such breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents). Notwithstanding the foregoing: (a) SunGard shall have no liability for any of Subscriber's tangible property located at a SunGard facility or in a SunGard vehicle, except for any direct damages caused by SunGard's negligence or willful misconduct; (b) SunGard shall have no control over or responsibility for the content of any of Subscriber's data or software; (c) if Subscriber's data is damaged as a result of SunGard's negligence, then SunGard shall be liable to Subscriber for up to \$25,000 for Subscriber's documented out-of-pocket expenses incurred to recreate such data; and (d) SunGard's total liability for direct damages with respect to a Schedule shall be limited to one year's Monthly or Annual Fees under that Schedule, or \$250,000, whichever is greater. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from the use, control or possession of any Mobile Resources by Subscriber (or any of its employees or agents).
- Excluding Subscriber's payment obligations, under no circumstances shall either party be liable for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary or special damages of any nature, whether or not foreseeable.
- EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.**
5. **FORCE MAJEURE.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to Subscriber a material part of the Recovery Services described in a Schedule and this inability continues for a period of more than 30 days, then the Monthly Fees for those Recovery Services for that period shall be waived and the term of that Schedule shall be extended by an equal period. If this inability continues for more than five days after Subscriber has declared a Disaster, then Subscriber may terminate that Schedule, without penalty, by giving written notice of termination to SunGard at any time before the inability ends.
  6. **TERMINATION FOR CAUSE.** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement or any Schedule(s), without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to a breach of SunGard's obligation to provide the Recovery Services to Subscriber during a Disaster, the cure period shall be five days. With respect to Subscriber's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 30 days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.
  7. **NOTICE.** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile, and Disaster declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within 24 hours thereafter. Subscriber's address for notice is stated in each Schedule. SunGard's address for notice is 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: Contract Administration.
  8. **ENTIRE UNDERSTANDING.** This Agreement (which includes and incorporates all Schedules and Addenda to this Agreement) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.
  9. **PARTIES IN INTEREST.** Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party which will not be unreasonably withheld. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.
  10. **CONSTRUCTION. THIS AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE PENNSYLVANIA LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. In any action relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. Further, each party hereby waives its right to a trial by jury. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents. Sections D3, D4 and D10 shall survive any termination of this Agreement.





**ADDENDUM TO  
RECOVERY SERVICES AGREEMENT DATED MARCH 1, 2004**

The Recovery Services Agreement, having the above date, between SunGard Recovery Services Inc. ("SunGard") and the Subscriber named below, ("Agreement"), is amended effective March 1, 2004, as follows:

1. Section B2, Significant Changes is amended by replacing "ten days" to "thirty days" in the last sentence of the section.
2. Section D1, Contract Term is amended by deleting the third and fourth sentences of the section in their entirety.
3. Section D2, Fees and Expenses is amended by adding the word "written" after the word "prior" in the second sentence of the section.
4. Section D2, Fees and Expenses is further amended by adding the following after the third sentence of the section:

"SunGard will not access interest on past due invoices until SunGard has provided written notice of non-payment to Subscriber in accordance with Section D6 Termination for Cause."

5. Section D2, Fees and Expenses is further amended by replacing the fifth sentence of the section with the following:

"If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may require Subscriber to pay all collection costs."

6. Section D2, Fees and Expenses is further amended by deleting the last sentence of the section.

7. Downgrade

Subscriber may downgrade the Recovery Services to any lower service level offered by SunGard, by giving written notice to SunGard and then signing a new Schedule that (a) has a Commencement Date that is no earlier than three (3) months after SunGard receives Subscriber's notice, (b) provides for a Monthly Fee equal to the "New Fee" (defined below), and (c) has a term equal to the number of months in the then remaining term of the prior Schedule, multiplied by the "Old Fee" (defined below) and divided by the New Fee (rounded to the nearest whole number). Effective on the Commencement Date stated in the new Schedule, the new Schedule shall supersede the prior Schedule.

The New Fee shall be equal to SunGard's then prevailing Monthly Fee for the lower service level elected, provided that such New Fee shall not be less than at least eighty percent (80%) of (a) the initial Monthly Fee (adjusted for any applicable price increases) or (b) the then prevailing Monthly Fee for services being provided under the affected Schedule immediately before such downgrade ("Old Fee"), whichever is greater.

The right to downgrade under this provision (a) may not be exercised during the initial twelve (12) months of the Agreed Term, (b) may be invoked not more than once during any twelve (12) month period provided the limitations stated above are not exceeded, and (c) will be in effect only during the initial term of a Schedule and not during any renewal term.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES INC.**

**SUBSCRIBER: URBAN BRANDS, INC.**

BY: Courtney Daley

BY: Stephen A. Feldman

PRINT NAME: COURTNEY DALEY

**CONTRACTS OFFICER**

PRINT NAME: Stephen A. Feldman

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: Senior VP/CFO

DATE SIGNED: 3-15-04

DATE SIGNED: 3/9/04

**THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL**

**SUNGARD®**

www.sungard.com

**ATTACHMENT 1 TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO THE RECOVERY SERVICES AGREEMENT DATED 3/1/2004  
BETWEEN SUNGARD RECOVERY SERVICES LP AND Urban Brands, Inc.**


**Page 1 of 1**

| <b>B. Internet Access Services</b> |            |                    |                          |
|------------------------------------|------------|--------------------|--------------------------|
| <b>B1. Web Re-Direct</b>           | <b>Qty</b> | <b>Monthly Fee</b> | <b>Total Monthly Fee</b> |
| Connectivity: 1.5 Mbps             | 1          | \$400              | \$400                    |
| Destination: Carlstadt, NJ         |            |                    |                          |

☒ This is a New Attachment which is deemed attached to Schedule A to the Agreement

☐ This Attachment replaces and supercedes the previous Attachment dated , and is deemed attached to Schedule A to the Agreement.

Subscriber will be invoiced an additional Monthly Fee of \$400, effective 3/1/2004 , plus any applicable tax, in accordance with the terms of the Agreement, the SunGard Global Network Addendum, and this Attachment. The term of this Attachment will commence on 3/1/2004 or the date of installation, whichever is later, and shall continue until the end of the initial Agreed Term of the Schedule noted above or any extended or renewal term of that Schedule. In addition, Subscriber is responsible for one-time installation charges in the amount of \$0 which will be invoiced in accordance with the terms of the Agreement.

  
\_\_\_\_\_  
SunGard

  
\_\_\_\_\_  
Subscriber

THE TERMS OF THIS ATTACHMENT ARE CONFIDENTIAL



**AMENDMENT TO ATTACHMENT 1  
TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO RECOVERY SERVICES AGREEMENT DATED MARCH 1, 2004**

The Addendum for SunGard Global Network Services to Recovery Services Agreement between SunGard Recovery Services LP ("SunGard") and the Subscriber named below ("Specified Addendum") is amended, effective March 1, 2004, as follows:

Notwithstanding anything to the contrary set forth on Attachment 1 to the Specified Addendum, Subscriber will be invoiced an additional Monthly Fee for the applicable Network Services relating to Schedule A as follows:

Effective March 1, 2004 = \$400  
Effective March 1, 2005 = \$420  
Effective March 1, 2006 = \$441

The term of this Amendment shall continue until the end of the initial Agreed Term or any extended or renewal term of the Specified Schedule.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Amendment and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES LP**

BY: Courtney Daley

PRINT NAME: \_\_\_\_\_

**COURTNEY DALEY  
CONTRACTS OFFICER**

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: 3-15, 2004

**SUBSCRIBER: URBAN BRANDS, INC.**

BY: Stephen A. Feldman

PRINT NAME: \_\_\_\_\_

PRINT TITLE: Senior VP/CFO

DATE SIGNED: 3/9, 2004

**THE TERMS OF THIS AMENDMENT ARE CONFIDENTIAL**

**D. MULTIPLE DISASTER.** Subscriber's rights of use of the Recovery Resources shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster").

**D1. PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard, in its reasonable discretion, as available on a shared use basis ("Shared Resources"). Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain a current list of Shared Resources which shall be subject to change without notice. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

**D2. MULTIPLE DISASTER PROCEDURES.** If a Multiple Disaster occurs (whether before, at the same time or after Subscriber declares a disaster), then the following procedures shall be implemented:

(a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters.

Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them.

(b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers.

(c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.

(d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

(e) If the Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to satisfy the critical needs of affected subscribers, applicable national security interests and comparable concerns.

**E. DEFINITIONS.** If applicable, the following terms, which may appear in the Agreement, shall have the same meanings as set forth below:

"SunGard" means successor in interest to Comdisco, Inc.

"Subscriber" means Customer.

"Agreement" means Master Agreement and Business Continuity Supplement or Master Technology Services Agreement.

"Recovery Services" means Backup Capability.

"Recovery Resources" means the facilities and equipment used by SunGard to provide the Recovery Services.



OK + SGN  
Jesse  
Legal  
3/8/04

**ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES  
TO RECOVERY SERVICES AGREEMENT DATED March 1, 2004**

The Recovery Services Agreement, having the above date, between SunGard and the Subscriber named below ("Agreement"), is hereby amended effective March 1, 2004, by adding the terms and conditions set forth herein to the Agreement for the provision of Network Services to Subscriber utilizing the SunGard Global Network. The SunGard Global Network ("SGN") is a protocol-independent, multi-continental network that operates over an optical backbone. The SGN is managed exclusively by SunGard on a 24-hour, 7-day a week basis from the SunGard Network Operations Center. Each Attachment to this Addendum is specifically tied to a Schedule to the Agreement which defines the Subscriber Location, the Network Services to be provided by SunGard to Subscriber for that Location based on the Attachment, the Monthly Fee to be paid by Subscriber to SunGard for the Network Services and any other applicable terms. Capitalized terms used in this Addendum have the meaning set forth in the Agreement. Except as modified by this Addendum, the Agreement remains unchanged and in full force and effect. To the extent any of the terms of this Addendum are inconsistent with the terms of the Agreement, the terms of this Addendum shall control.

**A1. Dedicated Services**

The Network Services identified as "Dedicated" in the applicable Attachment shall be made available to Subscriber on an exclusive, 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance). All Dedicated circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point defined on the applicable Attachment.

**A2. Net ReDirect Services**

The Network Services identified as "Net ReDirect" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN, in accordance with the Multiple Disaster Procedures defined herein. All Net ReDirect circuits will be connected between the SGN point, as designated and coordinated by SunGard ("point of presence"), and the Destination Point defined in the applicable Attachment. Once Subscriber has been switched onto a circuit on the SGN, the Net ReDirect Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

**A3. Global Network Access**

*Unless the section in the applicable Attachment entitled Global Network Access is completed, indicating that SunGard is responsible for providing the connection(s) between Subscriber's location(s) and the designated point of presence on the SGN ("Local Access"), Subscriber is solely responsible for establishing the connection between Subscriber's location(s) and the designated point of presence on the SGN through its Local Exchange Provider. Once the Local Access has been established, Subscriber is responsible for contacting SunGard, to obtain the necessary facility assignment information to connect the Local Access to the SGN Node.*

**A4. Net ReDirect Metropolitan**

Subscriber's connectivity is limited to the Metropolitan Network, which is defined in the applicable Attachment, and does not provide Subscriber with connectivity between Metropolitan Networks.

**A5. Subscriber Provided Access**

SunGard will manage the installation process of a Subscriber-provided circuit to a SunGard Recovery Center or SunGard SONENT node. SunGard will assign a Project Engineer to help ensure that the infrastructure and equipment are in place to support the installation of a Subscriber provided circuit. The Project Engineer will also act as a single point of contact for Subscriber to coordinate all carrier access issues. Subscriber shall be responsible for promptly providing the necessary information and documentation as required by SunGard to complete the circuit installation.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

**SUNGARD RECOVERY SERVICES LP**

By: Courtney Daley  
Print: COURTNEY DALEY  
          CONTRACTS OFFICER

Print Title: \_\_\_\_\_

Date Signed: 3-15-04

**SUBSCRIBER: URBAN BRANDS, INC.**

By: [Signature]

Print: Stephen A. Feldman

Print Title: Senior VP / Chief Financial Officer

Date Signed: 3/9/04

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

#### **A6. ATM DRO Service**

The Network Services identified as "ATM DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared ATM DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay or ATM network situated at the Location will be connected to a shared ATM DRO port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay/ATM PVC(s) to the SunGard ATM DRO port at the SunGard Destination Point defined in the applicable Attachment.

Once Subscriber has been switched onto the shared ATM DRO port on the SGN, the ATM DRO Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A7. Frame Relay DRO Service**

The Network Services identified as "Frame Relay DRO" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the shared Frame Relay DRO port on the SGN, in accordance with the Multiple Disaster Procedures defined herein. Subscriber's Frame Relay network situated at the Location will be connected to a shared Frame Relay DS-1 port on the SGN. Subscriber shall be responsible for all costs attributable to Subscriber's telecommunications vendor's re-direction of Subscriber's Frame Relay PVC(s) to the SunGard Frame Relay DS-1 port at the SunGard Destination Point defined in the applicable Attachment.

#### **B1. Web ReDirect**

The Network Services identified as "Web ReDirect" in the applicable Attachment offers Subscriber access to the Internet from the SunGard Recovery Center designated in that Attachment for Disaster Recovery Purposes. The Web ReDirect Services shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on the SGN in accordance with the

Once Subscriber has been switched onto the shared Frame Relay DS-1 port on the SGN, the Service will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A8. ANX Access Service**

ANX is a TCP/IP-based high performance privately managed network. Subscriber is responsible for contracting with its telecommunications vendor and registering with ANXO directly in order to facilitate the ANX Access Service. SunGard will provide access to one router in the SunGard Recovery Center that will be managed by AT&T, which will be governed by the Multiple Disaster procedures defined herein. At time of Disaster, or for testing purposes, Subscriber will coordinate the redirection of its network to the router at the SunGard Recovery Center with AT&T directly. Once Subscriber has been switched onto the ANX Access Service router, the ANX Access Service will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **A9. V\*Net Recovery Option**

The Network Services identified as "V\*Net Recovery Option" in the applicable Attachment shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration. This Service is only available to subscribers contracting with SunGard eSourcing for V\*Net. Once Subscriber has been switched onto the V\*Net DR configuration, access will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

Multiple Disaster Procedures defined herein. Subscriber recognizes that these Web ReDirect Services are not provider specific, therefore Subscriber is responsible for setting up any necessary domain(s) in order to facilitate effective use of the Web ReDirect Services. Once Subscriber has been switched onto the SGN, the Web Redirect Services will be available on a 24-hour, 7-day per week basis (excluding downtime attributable to routine and preventative maintenance).

#### **C1. General Internet Access Terms**

SunGard's Internet Access Services will provide Subscriber with connectivity to the Internet through SunGard's Internet Access Services subject to the terms and conditions of the Agreement and this Addendum and fully licensed Internet software, if applicable. The Internet is not owned, operated, or managed by, or in any way affiliated with SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. SunGard cannot and will not guarantee that the Internet Access Services will provide Internet access that is sufficient to meet Subscriber's needs. Subscriber agrees that its use of the Internet Access Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.

Subscriber hereby acknowledges receipt of SunGard's and/or its underlying carriers' policies and/or rules and regulations ("Policies") and agrees to comply with such

Policies at all times while utilizing the Internet Access Services. Subscriber also acknowledges that a breach of any of the Policies may result in the immediate termination of the Internet Access Services without prior notice and SunGard shall have no liability to Subscriber for any restriction or termination of the Internet Access Services pursuant to Subscriber's violation of the Policies. The Policies may be revised from time to time by SunGard, which revisions will be communicated to Subscriber in writing, by posting on SunGard's website at the following address: <http://www.esourcing.sungard.com/usepolicy.cfm>. Subscriber agrees that the Access Service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied. Subscriber agrees that SunGard has the right, but not the obligation, to remove content from SunGard's computer servers which SunGard, in its sole discretion, determines to be in violation of this Agreement or SunGard's underlying carrier(s) on-line policy.

## **C2. Testing**

Subscriber shall have access to the applicable Network Services defined on the Attachment to conduct Test(s) in conjunction with Test(s) of the Recovery Services as defined on the applicable Schedule to which the Attachment is made a part thereof.

## **C3. Termination**

The Network Services are provided subject to the availability of the necessary services by SunGard's underlying carrier(s). SunGard may, without penalty, and by providing Subscriber with thirty (30) days prior written notice, terminate any Attachment (or any portion thereof), or may withhold the provision of the Network Services if: (a) SunGard's underlying carrier(s) withdraw or substantially alter any underlying tariff(s) resulting in a material, adverse effect on SunGard's operational or financial ability to provide the Network Service(s); or (b) any public utility commission or other regulatory authority asserts jurisdiction over the Network Services, such that SunGard would be required to submit to common carrier, public utility or other regulation to which SunGard is not now subject.

## **C4. Use of Network Services**

Subscriber shall have access to the Network Services for Disaster Recovery Purposes, in accordance with SunGard's obligations as defined in the Agreement, and as further delineated in this Addendum and in the applicable Attachment. "Disaster Recovery Purposes" means any use of the Network Services by Subscriber: (i) while Subscriber is experiencing a Disaster; (ii) which connectivity facilitates Subscriber's recovery during a Disaster; (iii) to conduct a Test(s); or (iv) for electronic vaulting. Any other use of the Network Services by Subscriber shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing five (5) days written notice. Subscriber shall have access to the Network Services for a period of no more than six (6) weeks during a Disaster.

Disaster Declaration and Daily Usage Fees will be charged as follows:

### **NETWORK SERVICES\***

| <u>Circuit</u>        | <u>Declaration Fee</u> | <u>Daily Usage Fee</u> |
|-----------------------|------------------------|------------------------|
| Dedicated DS-1        | \$ 1,000               | \$ 100/circuit         |
| Dedicated DS-3        | \$ 2,500               | \$ 500/circuit         |
| Dedicated OC-3        | \$ 5,000               | \$ 750/circuit         |
| DS-1 Net ReDirect     | \$ 1,000               | \$ 100/circuit         |
| DS-3 Net ReDirect     | \$ 2,500               | \$ 500/circuit         |
| OC-3 Net ReDirect     | \$ 5,000               | \$ 750/circuit         |
| DS-1 Metropolitan     | \$ 1,000               | \$ 100 /circuit        |
| DS-3 Metropolitan     | \$ 2,000               | \$ 500/circuit         |
| ATM/DRO               | \$ 5,000               | \$ 2,500               |
| Frame Relay DRO       | \$ 2,500               | \$ 1,000               |
| ANX Access            | \$ 2,500               | \$ 1,000               |
| V*Net Recovery Option | \$ 1,000               | \$ 500                 |

## **Web ReDirect Services**

| <u>Connection Speed</u> | <u>Declaration Fee</u> | <u>Daily Usage Fee</u> |
|-------------------------|------------------------|------------------------|
| .512 Kbps - 1.5 Mbps    | \$ 500                 | \$ 100                 |
| 1.6 - 10 Mbps           | \$ 2,500               | \$ 250                 |
| 10.1 - 45 Mbps          | \$ 2,500               | \$ 500                 |
| 45.1 - 100 Mbps         | \$ 5,000               | \$ 750                 |

\*If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.

## **C5. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL SUNGARD'S TOTAL LIABILITY FOR THE NETWORK SERVICES DEFINED IN ANY ATTACHMENT TO THIS ADDENDUM EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY SUBSCRIBER TO SUNGARD UNDER THE APPLICABLE ATTACHMENT. SUNGARD SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, LOSS OF OR INTERCEPTION OR MISDIRECTION OF SUBSCRIBER'S DATA, FILES, SOFTWARE, CODE, OPERATING SYSTEMS, APPLICATIONS, DATA STORAGE MEDIA, OR OTHER PROPERTY THAT OCCURS DURING CONNECTION, TRANSMISSION, USE OR RESTORATION BY SUBSCRIBER OR SUNGARD IN CONJUNCTION WITH THE NETWORK SERVICES. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against SunGard by a third party as a result of Subscriber's use of the Network Services. Under no circumstances shall SunGard be liable to Subscriber or any other third party for lost revenues, lost profits, loss of business, or consequential or special damages of any nature, whether or not foreseeable. Any penalties incurred by SunGard as a result of Subscriber's breach of contract shall be deemed direct damages for purposes of this Agreement.

EXCEPT AS SPECIFICALLY STATED IN THIS ADDENDUM, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

# SUNGARD®

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September 24, 2010

VIA FEDERAL EXPRESS

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U.S. Bankruptcy Court for the

District of Delaware

824 North Market Street

Suite 500

Wilmington, DE 19801-4908

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2010 SEP 27 AM 10:41  
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DISTRICT OF DELAWARE

RE: In re: Urban Brands, Inc., et al.  
Chapter 11  
Case No. 1:10-bk-13005

Dear Sir or Madam:

I enclose the original and one (1) copy of SunGard Availability Services LP's Proof of Claim. Kindly file the original of record and return a time stamped copy to my attention in the envelope provided.

Should you have any questions, please feel free to contact me. Thank you for your assistance.

Very truly yours,



Maureen A. McGreevey  
MAM/tmzb

Enclosures

cc: Mark D. Collins, Esquire, Richards, Layton & Finger (w/ enc.)