

## **Backup-as-a-Service Service Terms**

### **1. DEFINITIONS**

“**ATOD**” means at the time of a defined disaster event.

“**ATOT**” means at the time of a defined test event.

“**Backup-as-a-Service Platform**” is the backup software and compute, network and storage infrastructure that comprises the Backup-as-a-Service platform.

“**Backup-as-a-Service Cloud Repository**” is the storage infrastructure where Customer backup data is stored.

“**Business Day**” means Monday through Friday, excluding Customer and Sungard AS holidays.

“**Business Hours**” means 8:00AM to 5:00PM local time on a Business Day.

“**Customer Backup Platform and Storage**” refers to Customer’s compatible backup software and storage infrastructure.

“**Protected Instance**” is a virtual machine or server being protected by Backup-as-a-Service.

“**Quantity of Occupied Capacity**” refers to the amount of Backup-as-a-Service Cloud Repository, in Gigabytes, identified on the Order.

“**Service Window**” is 24 hours per day 365 days per year if none is specified for a particular Service Level.

### **2. FEATURES**

Sungard AS will provide the following for Customer in connection with the total number of Protected Instances and Quantity of Occupied Capacity identified on the Order:

- Provision of the Quantity of Occupied Capacity identified on the Order in the Sungard AS Backup-as-a-Service Cloud Repository
- Provision and configuration of a Backup-as-a-Service appliance in the Sungard AS Backup-as-a-Service Platform in performance of the Service
- Configuration of the identified Customer Backup Platform and Storage, and the Sungard AS Backup-as-a-Service Cloud Repository to facilitate offsite backup data storage in performance of the Service
- Storage of any transferred Customer backup data in the Sungard AS Backup-as-a-Service Cloud Repository in accordance with the Quantity of Occupied Capacity identified on the Order
- Access to the Customer backup data stored in the Sungard AS Backup-as-a-Service Cloud Repository ATOT or ATOD
- Provision of daily, weekly and monthly reporting for Customer in performance of Backup-as-a-Service

Sungard AS will provide the following for Customer in connection with the total number of Customer Protected Instances and Quantity of Occupied Capacity identified in the Order:

- The ability for Customer to configure, define and perform ad hoc or scheduled backup activities of locally stored Customer backup data to the Sungard AS Backup-as-a-Service Cloud Repository
- The ability for Customer to perform ad hoc backup activities and ad hoc restore activities of stored Customer backup data from the Sungard AS Backup-as-a-Service Cloud Repository
- Retention of Customer backup data in the Sungard AS Backup-as-a-Service Cloud Repository, in accordance with the Customer-managed backup policies and for the time period stated in the Order or for the Term of the Order

Customer will engage with Sungard AS technical personnel for both Parties to determine Customer's requirements, design an appropriate solution and for Customer to complete the customer design requirements (CDR) form, including:

- Provide Sungard AS with all the information necessary in the CDR form to adequately determine the Backup-as-a-Service Cloud Repository capacity required to store the Customer backup data including, but not limited to, the number of Customer Protected Instances requiring backup and the estimated quantity of Customer backup data
- Allow Sungard AS connectivity and administrative-level user access to Customer Backup Platform and Storage as necessary for Sungard AS to perform the Service
- Maintain the supportability and compatibility of the Customer Backup Platform and Storage in line with the Sungard AS Backup-as-a-Service Cloud Repository
- Perform regular and scheduled backup and replication activities of Customer backup data to the Sungard AS Backup-as-a-Service Cloud Repository
- Provide notice to and work with Sungard AS in advance of making any material changes to the Customer-managed backup policies that would materially increase the number of Customer Protected Instances or the Quantity of Occupied Capacity required that is identified on the Order
- Provide and maintain sufficient network bandwidth to support the successful transmission of Customer backup data to the Sungard AS Backup-as-a-Service Cloud Repository in accordance with the Customer-managed backup policies

### **3. GENERAL**

Additional fees will be assessed for any Customer Protected Instances beyond those identified in the Order and for any Quantity of Occupied Capacity used by Customer in excess of the estimated committed Quantity of Occupied Capacity identified in the Order.

Sungard AS does not guarantee that backup data replication will be completed within scheduled backup or replication window(s), nor that data restoration will occur within a defined time period. Sungard AS will notify Customer if replication does not complete in the window and suggest changes to Customer environment that may help replication complete. Sungard AS is not responsible for backup or recovery failures caused by Customer maintenance, Customer's breach of the Agreement (including the terms set out in this Order), Customer's production backups, Customer's use of or changes to Sungard AS procedures, or Customer infrastructure or Customer application failure.

Incident resolution is limited to the Sungard AS Backup-as-a-Service Cloud Repository and Backup-as-a-Service Platform and is dependent upon Customer having provided administrative-level user access to the Customer Backup Platform and Storage during configuration.

As part of its continuing commitment to improve and evolve its services, Sungard AS may periodically make changes, in its reasonable commercial judgment, including, but not limited to, changes to the configuration or equipment comprising the services, or discontinuing part, or all, of the services. Sungard AS shall notify Customer of any material change to, or discontinuation of, such services via electronic mail or written notice to Customer's address at least thirty (30) days in advance of the applicable change or discontinuation. If any such change substantially and adversely affects Customer's ability to use the services, Customer may, within thirty (30) days of Sungard AS' notice to it, terminate the Order with respect to the affected services by written notice.

Within 30 days after termination of the Order, Sungard AS will delete all Customer data from the Service without any additional notification to Customer, unless Customer elects to migrate its data pursuant to the provision below.

Customer will notify Sungard AS sixty (60) days prior to termination of the Order if Customer requires backup data to be migrated from the Service to Customer's designated infrastructure. All data migration requests are subject to Sungard AS and vendor approval and will incur additional charges. Customer remains responsible for payment of the monthly fee as indicated in the Order, even after the termination date until completion of the data migration is confirmed in writing by Customer to Sungard AS. Promptly following Customer's confirmation that the data migration has been completed, Customer's data will be deleted from the Service.

Sungard AS may use onshore or offshore subcontractors in performance of the Service.

#### **4. BACKUP-AS-A-SERVICE SERVICE-LEVEL AGREEMENTS (SLAS)**

##### **4.1. Support**

**Agreement:** Sungard AS will respond to Customer requests for support or changes related to Service within one (1) hour of receiving the request during Sungard AS' standard Business Hours and within four (4) hours outside of Sungard AS' standard Business Hours. This SLA does not cover completion of the requested activity within the committed response time.

**Remedy:** If Sungard AS fails to meet the Response Time SLA, Customer is entitled to a credit equal to 2.5% the Service's monthly fee for the month in which the failure occurs.

##### **4.2. Infrastructure**

**Agreement:** The Backup-as-a-Service infrastructure at the Delivery Location will be available 99.99% of the time during the Service Window.

**Remedy:** If Sungard AS fails to meet the Backup-as-a-Service Infrastructure SLA, Customer is entitled to a credit equal to 2.5% of the Service's monthly fee for the month in which the failure occurs.

##### **4.3. Notification**

**Agreement:** Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Service or Customer equipment monitored by the Service is unavailable.

**Remedy:** If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 2.5% of the Service monthly fee for each failure in that month.

#### **5. GENERAL SERVICE TERMS**

These Services are also subject to the General Service Terms at <https://www.sungardas.com/hubfs/multimedia/document-file/sungardas-general-service-terms.pdf>.