

## Cloud Recovery — AWS Service Terms

### 1. DEFINITIONS

“**ATOD**” is at time of disaster.

“**ATOT**” is at time of test.

“**AWS**” is an acronym for Amazon Web Services and their products as described at <https://aws.amazon.com>.

“**Documentation**” refers to all documentation provided by Sungard AS for the purpose of providing the Services, including, without limitation, the operating manuals, user instructions, technical literature and other related materials supplied to the Customer by Sungard AS or its licensor for aiding with the use and application of the Services.

“**Failback**” refers to the necessary activity and components used to move Customer’s data back to the production environment after the recovery period.

“**Failover**” refers to the necessary activity and components used to stand up Customer’s recovery environment to resume operation.

“**Intellectual Property Rights**” refers to any (and all) registered and unregistered intellectual property rights (e.g., copyright, patents, trademarks, design rights, database and compilation rights, trade secrets, topographies, logos, brands, domain names and goodwill), howsoever arising and in whatever media, including any applications for their protection or registration and all renewals and extensions.

“**Managed Service**” is Sungard AS’ access and ability to perform troubleshooting, request fulfillment and changes to Customer’s environment on behalf and at the request of Customer.

“**Occupied Data**” describes the storage volume consumed for replicated data on target side, including additional storage for retention.

“**Protected Instance**” is a virtual machine or server per OS being protected for ATOT or ATOD.

“**RPO**” is the recovery point objective, which is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.

“**RTO**” is the recovery time objective, which is the maximum acceptable amount of time since the last data recovery point.

“**Service**” is the service described in an Order, which may be performed by Sungard AS or its designated subcontractors.

“**Snapshot**” is a point in time copy of Customer data that Customer can use as a recovery point.

“**Software**” refers to the third-party software provided by Sungard AS and installed in the Customer system in connection with the provision of the Services.

“**Tear Down**” refers to the process of removing/decommissioning the cloud infrastructure.

“**Usage**” refers to the reported amount of resources, services or management hours used or consumed within the Cloud Recovery — AWS service.

“**VDC**” or “virtual data center” refers to a logically isolated, single-tenant virtual construct consisting of VMs, vLANs, virtual load balancers and virtual firewalls committed to Customer within which Customer’s workloads are executed.

“**VM**” refers to a Sungard AS virtual machine.

## 2. FEATURES

Sungard Availability Services' (Sungard AS') Cloud Recovery – AWS is a managed recovery solution to replicate and recover x86 systems into and leveraging the power and scale of the AWS cloud platform. The Cloud Recovery – AWS Service includes (where selected on the applicable Order):

- (a) An agent-based block replication solution for AWS, Azure or an on-premises virtual server running within VMware/Hyper-V hypervisors or physical server as source into AWS as the target.
- (b) Administration by Sungard AS of the replication onto AWS the infrastructure (as defined below).
- (c) Support of the initial installation and configuration of replication software and creation of replication VPC and associated compute and storage, and the recovery blueprint on AWS.
- (d) Administration by Sungard AS of failover activities ATOT or ATOD.
- (e) Multiple RPO points over 30-day rolling periods.
- (f) Recovery skills and account management within AWS.
- (g) An RTO from 15 minutes to 4 hours for up to 250 servers<sup>1</sup> that are the subject of a valid Recovery Plan (as defined below). Sungard AS will recover all servers within the Recovery Plan, including the availability of the OS ready for Customer to access.

<sup>1</sup>The RTO from 15 minutes is based on recovery from another AWS region and is subject to change based on complexity and number of servers being recovered. The RTO up to 4 hours for 250 servers is based on the benchmarking for 250 servers within 4 hours tested by Sungard AS engineering to standardize on a valid recovery test.

Sungard AS provides the following, in accordance with the completed customer design requirements (CDR) form, for the amount of Occupied Data (AWS EBS replication data and AWS EBS Snapshot data) and number of Protected Instances identified in the Order:

- (a) Configuration of the initial recovery plan that is set up for Customer's Occupied Data and Protected Instance(s), including fine tuning the plan that is set up during the initial 60 days following the Start Date of the Order (the "Recovery Plan").
- (b) Monitoring and management of the automated replication system for Customer's Occupied Data and Protected Instance(s) that reside on Customer-selected AWS services and resources (in the applicable AWS region(s) selected) as detailed in the Order ("Target System" — TS).
- (c) Notification to Customer in the event of a failure to replicate Occupied Data and Protected Instance(s) to the TS.
- (d) Hosting of a copy of the Protected Instance(s) and Occupied Data on AWS Elastic Block Store ("EBS") or similar AWS storage services, to be provisioned ATOT or ATOD on AWS EC2 or similar AWS instances (hereinafter collectively referred to as "AWS Infrastructure").
- (e) Perform Failover activity upon Customer request, allowing Customer to validate use of its data and Disaster declaration applications following such recovery (each a "Recovery Test"). The number and/or duration of Recovery Tests is identified in the Order.
- (f) Tear down and deletion of any AWS Infrastructure that was provisioned on Customer's behalf at ATOT or ATOD, following the conclusion of a Recovery Test or Disaster.
- (g) Subject to the prior agreement of a Failover plan with Sungard AS covering Customer's Failback scenarios, perform Failback activity to Customer's production environment upon Customer request, following an Activation. Any Sungard AS activities ATOT/D beyond configuration of Failback replication software may incur additional expenses, which will be charged on a time and materials basis.

The frequency of RPO Snapshots will be determined by Sungard AS' current policy(s) and the underlying technology deployed for the solution selected on the Order. Customer can expect multiple RPO Snapshot points in minutes, hours and days over a 30-day rolling period. This retention requires additional AWS S3 bucket Snapshot storage consumption on TS. The initial AWS Snapshot will make a full copy of all occupied storage blocks on the replicated volumes. Subsequent Snapshots will only copy blocks changed since the

previous Snapshot. Sungard AS attempts to estimate any additional Snapshot sizing based upon Customer's production data rate of change. As a guideline, Customer should expect a 10% to 30% increase, depending on the data change rate on the production servers.

Sungard AS manages the data replication and Failover. Customer is responsible for any additional recovery steps after the Sungard AS Failover activity, e.g., Sungard AS will not have any log in credentials or access to Customer's Failover environment to perform additional steps, which are out-of-scope for this Service.

Customer will provide its Activation notice to Sungard AS in the manner described in the users' guide. An "**Activation**" is the notification provided by one of Customer's designated representatives to Sungard AS, indicating that an Event has occurred. An "**Event**" is any planned or unplanned event or condition that renders Customer unable to use the protected environment for their intended computer processing and related purposes. Sungard AS will provide access to the users' guide via the Customer Portal at <http://www.mysungardas.com>.

Activations are limited to two (2) Activations per month. Additional Activations are invoiced at the then-prevailing rates for time and materials.

### **3. GENERAL**

For Sungard AS to provide the Services to Customer, Customer shall:

- (a) Provide an accurately completed copy of the CDR form.
- (b) Procure all the space, power, Internet, IP bandwidth or other network bandwidth, environmental controls, and other infrastructure relating to Customer's systems/environment that are needed to support the delivery of Services identified in the Order.
- (c) Procure and install promptly any necessary third-party software as specified by Sungard AS in the initial Recovery Plan or during the term of the Order to support the delivery of the Services identified in the Order. Customer will comply with the third-party vendor-licensing terms and conditions applicable to the software package.
- (d) Provide Sungard AS with the necessary connectivity and access to Customer's environment to provide the Services. Customer acknowledges that the provision of the Services is contingent upon such access.
- (e) Be responsible for the security, quality and integrity of source data transmitted and stored using the Services.
- (f) Provide Sungard AS with reasonable advance notice of anticipated changes to Occupied Data and Protected Instance(s) in excess of the change rate identified in the CDR form.
- (g) Comply with Sungard AS' Change Management and Notification Policy, and any other applicable Sungard AS policies, all of which are in the Customer Portal, together with any related configuration changes to Customer's source environment (such as patches applied, upgrade of software, changes in IP address, etc.).

### **4. SOFTWARE AND DOCUMENTATION**

The Software and Documentation are copyrighted and licensed (not sold) to Sungard AS to provide the Services. Customer is given access to the use of the Software (in object code form only) and Documentation by Sungard AS for the sole purpose of receiving the Services subject to the provisions of these terms and the applicable Order. Neither title nor license to the Software and/or its associated Documentation is transferred to Customer.

All Intellectual Property Rights in the Software and/or its associated Documentation subsist in Sungard AS and/or its licensor. The Agreement does not grant Customer any right, title or interest in any Intellectual Property Rights subsisting in the Software and/or Documentation.

Customer will not delete or in any manner alter any Intellectual Property Right notices appearing on the Software and/or Documentation. Customer will reproduce such notices on all copies it makes of the Software. No licence to use such notices is granted by Sungard AS under the Agreement or otherwise, and Customer shall not use the same without Sungard AS' prior written consent.

Customer will not:

- (a) Copy (except as expressly permitted by these provisions) and/or modify the Software or Documentation (in whole or part).
- (b) Disassemble or decompile the Software, or otherwise inspect or manipulate the Software's source code.
- (c) Use the Software or Documentation other than to receive the Services.
- (d) Lease, sublicense, transfer or otherwise distribute the Software and/or Documentation to any third party.
- (e) Use the Software and/or Documentation to provide service bureau, time-sharing or other computer services to third parties.
- (f) Install the Software on the servers or equipment of third parties.
- (g) Remove the Software from the Source Location without Sungard AS' prior written consent.
- (h) Otherwise provide or make the Software's functionality available to third parties.
- (i) Otherwise cause or permit the breach of these provisions relating to Software or Documentation by a third party.

Customer acknowledges that the Software or parts of it (e.g., encryption software) and/or Documentation may be subject to in-country export controls from time to time. Customer shall not use any of them in breach of such controls.

At Sungard AS' request and at Customer's cost and expense, Customer will provide to Sungard AS a certificate signed by an officer of Customer verifying that the Software and its associated Documentation is being used by it in accordance with the terms of this Agreement.

On at least twenty (20) days prior written notice, Sungard AS and/or its licensor may audit Customer's use of the Software and its associated Documentation to ensure that Customer is in compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours and will not unreasonably interfere with Customer's business activities.

On termination or expiry of the applicable Order:

- (a) Customer's right to access and use the Software, Documentation and any Sungard AS Confidential Information will terminate automatically.
- (b) Customer will destroy or return (at Sungard AS' option) all copies of the Software, Documentation and Sungard AS Confidential Information to Sungard AS within fourteen (14) days.
- (c) An officer of Customer will certify in writing that no such Documentation, information or material have been retained or copied by Customer.

Customer acknowledges that Sungard AS is not the developer of any of the Software and agrees that Sungard AS shall not be responsible for any failure of or defect in the Software unless it is caused by Sungard AS' negligence or wilful misconduct.

Customer warrants that it has all necessary licenses and authorization, and consents to allow Sungard AS to carry out the Services. Customer shall indemnify and keep Sungard AS fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) arising from its failure to have in place such licenses, authorization and consent.

## 5. CHARGES

Cloud Recovery — AWS Service Usage charges are determined through AWS usage billing for the AWS Infrastructure Services associated with Customer's environment on a per-account basis. Customer acknowledges that the AWS contracted monthly Usage figure set out in the Order is an estimate based on standard parameters of replication storage, snapshots of replicated storage retained, estimated data change rate and suitable types of AWS storage, and that it shall be liable for any Usage over and above such a contracted figure. AWS contracted monthly usage estimate is generated from the AWS Simple Monthly Calculator tool available on the AWS public website. Actual Customer AWS Usage will vary based on Customer's actual parameters. Customer is responsible for any AWS actual Usage above the contracted estimate.

Customer's use of AWS is billed monthly, in arrears. Customer will pay the total charges for the AWS Infrastructure Services. If Customer's AWS Infrastructure Services' Usage exceeds the total committed, contracted estimate amount as set out in the revenue commitment agreement, overage fees will be assessed for consumed AWS Infrastructure Services.

Customer will be assessed overages identified in the Order or, in the absence thereof, at the then-applicable rates for time and materials for the AWS usage occupied in excess of the contracted estimated AWS EBS replication and AWS EBS Snapshot data and Infrastructure, and for the number of protected virtual servers in excess of the Protected Instances as specified in the Order, and for the number of Tests in excess of the contracted Tests as specified in the Order.

Customer will be invoiced by Sungard AS on a monthly basis for Usage-based fees for all AWS-provided services and resources consumed and used by Customer in connection with the Services. These resources will be billed at the then-prevailing list rates for AWS services and resources. These AWS services and resources include, but are not limited to, the following: Elastic Cloud Compute ("EC2"), Elastic Block Store ("EBS"), Snapshot data VPC, bandwidth and other similar AWS services and resources.

Customer will be billed for any AWS Infrastructure Usage from date of AWS consumption, during the implementation phase required for all internal and Customer testing, and for all replication EC2, EBS and required Snapshots.

The Sungard AS onboarding one-time fee will be billed to Customer at the Start Date of the Order. Sungard AS Monthly management fees per protected server also will be billed to Customer at the Start Date of the Order in accordance with the terms set out in the Order. Overage fees will be applied to Sungard AS monthly management fee if additional servers have been added.

## 6. AWS TERMS

Customer is responsible for taking any backup it may require for the recovered Protected Instance(s). Customer is the best judge of the value and importance of any of its data and it will be solely responsible for taking out any insurance policy or other financial cover for any costs, expenses, loss or damage, which may arise from any loss, damage or destruction to any data, howsoever occurring.

Sungard AS shall be entitled to cease or suspend the provision of the Services without liability if it reasonably believes that its provision of the Services would cause it to infringe the law, having used all reasonable endeavours to avoid any such infringement.

Each Failover Test duration will be restricted to 48 hours. In the event Customer needs more time, an additional Failover Test must be purchased.

Sungard AS may use onshore or offshore subcontractors, including, without limitation, AWS to perform aspects of Service delivery.

THE AWS INFRASTRUCTURE SERVICES ARE PROVIDED BY AWS. BY ENTERING INTO THIS ORDER, CUSTOMER ACKNOWLEDGES THAT SUNGARD AS IS SUBSCRIBING TO THE AWS INFRASTRUCTURE SERVICES PURELY FOR AND ON BEHALF OF CUSTOMER, ACTING IN ITS CAPACITY AS RESELLER (AS SUCH IS DEFINED IN THE AWS RESELLER CUSTOMER LICENSE TERMS) OF THE SAME. THE AWS INFRASTRUCTURE SERVICES AND CUSTOMER'S USE THEREOF ARE STRICTLY SUBJECT TO THE "AWS RESELLER CUSTOMER LICENSE TERMS," A SEPARATE AGREEMENT BETWEEN CUSTOMER AND AWS, WHICH CUSTOMER ACKNOWLEDGES IT MUST ENTER INTO IN ORDER TO USE THE SERVICES. A CURRENT VERSION OF THE AWS RESELLER CUSTOMER LICENSE TERMS IS AVAILABLE AT [<https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>] AND SHALL BE DEEMED ACCEPTED UPON SIGNATURE OF THIS ORDER (WITHOUT NEED FOR FURTHER SIGNATURE). CUSTOMER IS PROHIBITED FROM RESELLING THE AWS INFRASTRUCTURE SERVICES OR FROM SELLING, TRANSFERRING OR SUBLICENSING CUSTOMER'S, SUNGARD AS' OR AWS' ACCOUNT CREDENTIALS TO ANY OTHER PARTY (SAVE TO AGENTS AND SUBCONTRACTORS PERFORMING WORK ON CUSTOMER'S BEHALF).

NOTWITHSTANDING ANYTHING STATED TO THE CONTRARY IN THE AGREEMENT (OR ELSEWHERE IN AN ORDER) WITH RESPECT TO: ORDER OF PRECEDENCE, LIMITATIONS OF LIABILITIES OR WARRANTIES AND THEIR DISCLAIMERS, THE PARTIES AGREE THAT THE FOLLOWING TERMS SHALL PREVAIL AND APPLY TO THE SERVICES SET OUT HEREIN:

CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT, OTHER THAN THOSE WARRANTIES AND REPRESENTATIONS MADE BY AWS IN THE AWS RESELLER CUSTOMER LICENSE TERMS (AND DOCUMENTS REFERRED TO THEREIN) SHALL BE THE SOLE WARRANTIES OR REPRESENTATIONS IN RELATION TO THE AWS INFRASTRUCTURE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNAVAILABILITY, NON-PERFORMANCE OR OTHER FAILURE BY AWS TO PROVIDE THE AWS INFRASTRUCTURE IS THE RECEIPT OF A CREDIT PURSUANT TO THE TERMS OF THE RELEVANT AWS SERVICE-LEVEL AGREEMENTS AS SET OUT IN THE SERVICE-LEVEL SECTION BELOW.

ACCORDINGLY, SUNGARD AS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE AWS INFRASTRUCTURE, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD-PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING CUSTOMER MATERIALS OR THE THIRD-PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUNGARD AS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA) AS A RESULT OF THE USE OF THE AWS INFRASTRUCTURE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, at any time during the Term of the Order, the above terms and conditions change, Sungard AS will communicate these changes via email to Customer.

Promptly following the execution of the applicable Order, Customer agrees to make its technical staff available, as required by Sungard AS, to review and document the requirements and timelines for implementation of the Services. In the event Customer does not make its staff available or otherwise participate in the pre-implementation planning, Sungard AS will not be liable for any failure to implement the Services and Customer remains liable for payment of the fee identified in the Order. If any change to the Services is required due to the pre-implementation planning, an amendment to the applicable Order must be executed.

Customer will cooperate with Sungard AS, as requested from time to time, in connection with Sungard AS' change, delivery and improvement of the services. Sungard AS will not be responsible for service delivery issues related to Customer's failure to reasonably cooperate.

## 7. SERVICE-LEVEL AGREEMENTS

Sungard AS will recover the most-recent copy of Customer’s Protected Physical or Virtual Servers (OS only) for the scope defined in the Order, within the time frame set forth below following the commencement of an Activation or Recovery Test. During implementation, Customer workload application dependencies will be defined and agreed with Customer. If during implementation multiple boot order recovery groups and priorities within a group are required by Customer, they will be added to the Customer Recovery Plan. Any service-level agreement (SLA) for the Service shall be subject to completion of a Recovery Plan following commencement of the Order.

Quantity of Protected Servers	On-Demand RTO (in Hours) <sup>2</sup>
≤ 250	4
> 251 < 500	TBC based on UAT benchmarking achieved

<sup>2</sup>Sungard AS RTO means it shall recover ATOT and ATOD all servers within the timescales set out in the Customer Recovery Plan, including the availability of the recovered server and its OS ready for Customer to access.

If Sungard AS fails to meet the agreed-upon or achieved RTO, Customer is entitled to a credit equal to 10% of the Monthly Fee charged by Sungard AS for contracted Cloud Recovery — AWS Services for the number of managed Protected Instances listed in the Order for the month in which the failure occurred, up to maximum of one (1) month’s protected server management fee. Notwithstanding the termination right described in the **General Service Terms** document, Customer may terminate the Order if Sungard AS fails to meet the RTO SLA two times within any 12-month period by providing Sungard AS advance written notice no later than 60 days following the second SLA failure.

All end-of-support components deemed to be end-of-vendor-support by Sungard AS that Customer continues to be protected by this Service are out of scope of the above SLA. Sungard AS will not be responsible for supporting any end of support components and will only assist Customer on a commercially reasonable basis, assuming it is still possible to do so on the AWS platform.

## 8. INCIDENT RESOLUTION SERVICES

Incident Resolution Services shall be provided for those devices or Services specified in the Order as covered by Managed Services (whether Equipment Management, Operating System Management or Database Management Services), LAN Device Management Services, Microsegmentation Services or Managed Firewall Services.

Where Sungard AS detects a problem with an eligible device, Sungard AS will notify Customer’s nominated personnel (as previously notified to Sungard AS in writing by Customer for this purpose) of the problem.

Depending upon the categorization of the problem associated with the eligible device, then within the corresponding timescale to respond from Sungard AS’ detection or having been notified by Customer of the problem, Sungard AS will engage its then-available technical support personnel to assist (in conjunction with Customer’s personnel) in problem diagnosis. Customer shall also, as soon as reasonably possible, make available its personnel to assist in problem diagnosis.

Sungard AS does not give any guarantee or warranty, nor is it a condition of the Contract that Sungard AS can fix any detected or notified problem with any eligible device within any timescale, as resolution will depend upon the nature and circumstances of the problem, Customer’s timely assistance and response times from Equipment and Software vendors. However, where it is can do so, Sungard AS will use its reasonable

endeavors to fix the problem as soon as possible and will otherwise liaise with the Equipment and Software vendors, Customer, and Customer's suppliers to enable them to do so. Furthermore, until resolution of the problem, Sungard AS will escalate the problem internally in accordance with the escalation time flow procedures. In its attempts to remedy any problem, Customer shall be liable to pay Sungard AS' charges in relation to provision of any additional Sungard AS Equipment or Software, and any charges or costs levied by maintenance, Software or Equipment vendors that are called upon by Sungard AS to remedy the problem.

## **9. 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>.