

## **Managed Data Replication — EMC (North America) Service Terms**

### **1. DEFINITIONS**

**“Activation”** is the notification provided by one of Customer’s designated representatives to Sungard AS indicating that an Event has occurred.

**“Delivery Location”** refers to the location indicated in the Order to which Customer data is replicated.

**“Event”** is any planned or unplanned event or condition that renders Customer unable to use protected assets for their intended computer processing and related purposes.

**“Source Storage System”** (or SSS) refers to the storage system located on Customer’s premises containing the data to be protected.

**“Target Storage System”** (or TSS) refers to the disk system containing Customer’s replicated protected data located at the Delivery Location.

### **2. DATA PROTECTION SERVICES**

#### **2.1. Managed Data Replication: Features**

Sungard AS will provide the following, in accordance with the completed customer design requirements (CDR) form, for the data storage amount identified in the Order:

- Online access to the Target Storage System (TSS) for Customer’s replicated protected data at the Delivery Location
- Upon request, restoration of Customer’s protected data on the TSS
- If identified in the Order, seeding of the Customer’s data to the TSS
- If identified in the Order, monitoring of the storage system on Customer’s premises, which contains the data to be protected (“Source Storage System” — SSS)
- Monitoring and management of the replication process at the TSS
- Make Customer’s protected data available for use during an Activation
- Monitoring and management of the TSS
- Notification to Customer in the event of a failure to replicate to the TSS
- Upon Customer request, deletion of the Customer-identified data sets from the TSS
- Upon Customer request, provide assistance to Customer during disaster recovery activities
- Upon Customer request and additional fees, provide a copy of Customer’s protected data stored on the TSS by secure electronic delivery or by physical disk appliance shipped to the Customer-specified address and subject to the rental fees identified in the Order

#### **2.2. Managed Data Replication: General**

Customer will:

- Provide a completed copy of the CDR form
- Obtain Internet or other IP bandwidth from Sungard AS or a third-party provider that is adequate to support a daily average replication recovery point objective (RPO) as desired by Customer
- Provide all the space, power, network bandwidth, environmental controls and related infrastructure necessary to support and maintain all Sungard-AS-provided hardware and software installed on Customer’s premises
- Procure and install any software and hardware at the Customer location necessary for the delivery of the Services identified in the Order
- Provide Sungard AS with the necessary connectivity and access to the SSS to provide the Service
- Be responsible for the security of Customer data transmitted and stored using the Services

- Provide Sungard AS with reasonable advance notice of anticipated changes to protected data in excess of the change rate identified in the CDR form
- Delete all Customer data residing on Sungard-AS-provided hardware prior to its return

Sungard AS will delete all Customer data residing on infrastructure located in a Sungard AS facility upon contract expiry or termination, unless Customer provides written notice to Sungard AS requesting the data ninety (90) days prior to the expiration or termination of the Services, in which case Sungard AS will ship the Customer its data on a commercially available readable format at Sungard AS' then-prevailing rates for time, materials and shipping.

Customer is responsible for the quality and integrity of the protected data.

Customer is responsible for replication and/or recovery failures resulting from Customer maintenance, Customer use of or changes to Sungard AS' replication procedures, or Customer-owned infrastructure or application failure.

Data restoration requests for reasons other than data loss or corruption are limited to two per month. Additional requests may incur additional time and material-based fees.

Storage in excess of the data storage amount identified in the Order will result in Customer incurring the additional usage fee stated in the Order.

Customer shall not permit any liens to be placed against Sungard-AS-provided equipment or software.

Sungard AS may use onshore or offshore subcontractors to perform aspects of the Service delivery.

As part of its continuing commitment to improve and evolve its services, Sungard AS periodically may 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 email or written notice to Customer's address at least 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 30 days of Sungard AS' notice to it, terminate the Order with respect to the affected Services by written notice.

In the event the Customer has not contracted for Operational Support Services, to the extent requested by Customer, Sungard AS will provide the requested Operational Support Services at Sungard AS' then-current hourly rate.

### **3. DATA PROTECTION SERVICES SERVICE-LEVEL AGREEMENTS (SLAS)**

#### **3.1. Managed Data Replication TSS Availability SLA**

##### **3.1.1. Agreement**

The TSS shall be operational and available for Customer data transmission 99.9% of the time ("TSS Availability"). TSS Availability will be measured on a monthly basis by using internal monitoring software.

##### **3.1.2. Remedy**

If Sungard AS fails to meet the TSS Availability SLA, Customer is entitled to a credit equal to 10% of the Service's Monthly Fee for Managed Data Replication Service for the month in which the failure occurs.

#### **3.2. Managed Data Replication Customer Data Availability SLA**

##### **3.2.1. Agreement**

If Customer also is receiving Recovery Services from Sungard AS, then Sungard AS will make Customer's protected data available for use with those Recovery Services within 2 hours of the commencement of a Recovery Test or Event.

**3.2.2. Remedy**

If Sungard AS fails to meet the Data Availability SLA, Customer is entitled to a credit equal to 10% of the Service's Monthly Fee for Managed Data Replication Service for the month in which the failure occurs.

**3.3. Managed Data Replication Response Time SLA****3.3.1. Agreement**

Sungard AS will respond to Customer requests for support, restoration or changes related to the Services within 1 hour of receiving the request during Sungard AS' standard business hours and within 4 hours outside of Sungard AS' standard business hours. This SLA does not include or guarantee completion of the requested activity within the committed response time.

**3.3.2. Remedy**

If Sungard AS fails to meet the Response Time SLA, Customer is entitled to a credit equal to 10% of the Service's Monthly Fee for Managed Data Replication Service the month in which the failure occurs.

**3.4. Services Notification SLA****3.4.1. Agreement**

Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal at <http://www.mysungardas.com>, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

**3.4.2. Remedy**

If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Monthly Fee attributable to the affected Service for each failure in that month. In the event that Customer notifies Sungard AS within the 15-minute period regarding unavailability of equipment or Services, this remedy is not operational.

**4. 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>.