

Managed Vaulting — Data Domain (North America) Service Terms

1. STORAGE SERVICES

1.1. Managed Vaulting — Data Domain Services: Features

Sungard AS will provide a centralized, firewall-protected, off-site automated, disk-to-disk backup (the “Vault”), in accordance with the completed customer design requirements (CDR) form, for the data storage amount identified in the Order:

- Online access to the Vault via a virtual private network (VPN) tunnel and restoration from the Vault of Customer’s protected Data Domain data based on Customer-defined backup schedules and retention periods
- If identified in the Order, seeding of the Customer’s data to the Vault
- Creation of a recoverable copy of Customer’s Data Domain for disaster recovery purposes
- Maintenance of all necessary software patch upgrades to the Vault
- Notification in the event of a failure to replicate to the Vault

1.2. Managed Vaulting — Data Domain Services: General

Customer will:

- Maintain the software level of Customer-provided Data Domain appliances to the Sungard AS specified version
- Provide a Sungard-AS-approved firewall at Customer’s location
- Be responsible for successful regular local backups of protected servers to Customer’s Data Domain
- Promptly report to Sungard AS any errors received during the execution of regular replication of local backups to the Vault
- Provide Sungard AS with reasonable advance notice of anticipated non-typical, large data change rates
- Procure and install any necessary software and hardware needed at Customer’s location to perform the Services
- Allow Sungard AS connectivity and administrative level user access to Customer’s Data Domain environment as necessary for Sungard AS to perform the Service
- Provide adequately sized network connectivity from the Data Domain environment in Customer’s location to the Internet

1.3. Managed Vaulting — Data Domain with DLm Services: Features

In addition to Managed Vaulting — Data Domain features, Sungard AS will provide the following additional features, in accordance with the CDR form, for the data storage amount identified in the Order:

- Contracted amount of virtual tape drive
- Creation of a recoverable copy of Customer’s DLm mainframe data for disaster recovery purposes

1.4. Managed Vaulting — Data Domain with DLm Services: General

Customer will:

- Maintain the software level of Customer-provided Data Domain and DLm appliances to the Sungard-AS-specified version
- Provide a Sungard-AS-approved firewall at Customer’s location
- Be responsible for successful regular local backups of protected servers (open systems) to Customer Data Domain

- Be responsible for successful regular local backups of mainframe data using DLM to Customer's Data Domain
- Promptly report to Sungard AS any errors received during the execution of regular replication of local backups (open systems and mainframe) to the Vault
- Provide Sungard AS with reasonable advance notice of anticipated non-typical, large data change rates
- Procure and install any necessary software and hardware that is needed at Customer's location to perform the Services
- Allow Sungard AS to have connectivity and administrative-level user access to Customer's Data Domain and the DLM environment, as needed, for Sungard AS to perform the Service
- Provide adequately sized network connectivity from the Data Domain environment in Customer's location to the Internet

Sungard AS does not guarantee that replication will be completed within a scheduled backup window(s) nor that data restoration will occur within a defined period of time. Sungard AS will notify Customer if replication will not complete in the requested window and assist in suggesting changes to Customer environment. 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 herein), Customer's production backups, Customer's use of or changes to Sungard AS replication procedures, or Customer infrastructure or Customer application failure.

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.

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 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 30 days of Sungard AS' notice to it, terminate the Order with respect to the affected Services by written notice.

Sungard AS will delete all Customer data residing on the infrastructure located in a Sungard AS facility upon expiration or termination.

Within thirty (30) days after expiration or 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 expiration or termination of the Order if Customer wants its 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 expiration or 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 to perform aspects of the Service delivery.

2. STORAGE SERVICES SERVICE-LEVEL AGREEMENTS (SLAS)

2.1. Managed Vaulting — Data Domain Vault Availability SLA

2.1.1. Agreement

The Vault shall be operational and available for Customer data transmission 99.5% of the month (“Vault Availability”). Vault Availability will be measured on a monthly basis by using internal monitoring software.

2.1.2. Remedy

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

2.2. Managed Vaulting — Data Domain Response Time SLA

2.2.1. 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.

2.2.2. Remedy

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

2.3. Managed Vaulting — Data Domain with DLm Vault Availability SLA

2.3.1. Agreement

The Vault shall be operational and available for Customer data transmission 99.5% of the month (“Vault Availability”). Vault and DLm Availability will be measured on a monthly basis by using internal monitoring software.

2.3.2. Remedy

If Sungard AS fails to meet the Vault Availability SLA, Customer is entitled to a credit equal to 10% of the Order’s Monthly Fee for Managed Vaulting — Data Domain with DLm Service for the month in which the failure occurs.

2.4. Managed Vaulting — Data Domain with DLm Response Time SLA

2.4.1. 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.

2.4.2. Remedy

If Sungard AS fails to meet the Response Time SLA, Customer is entitled to a credit equal to 10% of the Order’s Monthly Fee for Managed Vaulting — Data Domain with DLm Service for the month in which the failure occurs.

2.5. Services Notification SLA

2.5.1. Agreement

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

2.5.2. Remedy

If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Order's Monthly Fee attributed 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.

3. 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.