

## **Private Cloud: Migration Services Service Terms**

### **1. DEFINITIONS**

“**Change Request**” is a ticket request, submitted by Customer or by Sungard Availability Services (Sungard AS) on Customer’s behalf, requesting a specific change to the Sungard AS cloud services.

“**CMDB**” refers to a configuration management database that is used to store information about hardware and software assets.

“**Committed Rate**” is the agreed-upon unit pricing as stated in the rate card in the Order.

“**Datastores**” are repositories for persistently storing and managing collections of data, including repositories (e.g., databases) as well as simpler store types such as simple files, emails, etc.

“**Host**” is a node that stores or provides accessibility to user applications or data.

“**Initial Configuration**” is the initial set of resources and services for Private Cloud that Customer contracts for in its initial Order.

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

“**Move Event**” is a single migration event with a task list that includes move package(s) and associated infrastructure. Customer may have one or more Move Events, based on migration requirements.

“**Private Cloud Portal**” denotes the user access point for Customer access to its virtual data center (VDC) and is used exclusively for the management, provisioning, deprovisioning, modification or adjustment of Customer’s virtual assets located in Customer’s VDC on Sungard AS’ Private Cloud service.

“**Revenue Commitment**” is the total monthly monetary amount, net of all discounts, that Customer commits to in consideration for Sungard AS providing the Service over the Term.

“**Start of Service**” is the date set forth on the Order. This is not the date on which the Customer’s inward-bound migrating assets are available for execution of work.

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

“**UAT**” or user acceptance testing is part of the testing process that verifies whether a product or software is fit for the purpose for which it was built.

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

“**Customer VM**” refers to a customer-owned virtual machine or server.

### **2. PRIVATE CLOUD: MIGRATION SERVICES**

#### **2.1. General**

By requesting additional resources or adding services, Customer is responsible for any additional fees associated with the additional resources or services used at the Committed Rate, as indicated on the Order.

Private Cloud: Migration Services may require third-party enabling software that Customer downloads to its systems to facilitate use. Customer may use enabling software only in connection with use of the Cloud Migration & Transformation Service and according to any applicable licensing terms.

As part of its continuing commitment to improve and evolve its Services, Customer acknowledges that Sungard AS may periodically make changes, in its reasonable commercial judgment and sole discretion, including, but not limited to, changes to the configuration, equipment or processes that constitute the Private Cloud: Migration Services. If Sungard AS elects to discontinue all or a material part of the Service, Sungard AS shall notify Customer no less than 90 days in advance of such changes. If Customer reasonably believes that such a change substantially and adversely affects Customer's ability to use the Service, Customer may, within 30 days of Sungard AS' notice, terminate the applicable Order with respect to the affected Services by written notice.

Sungard AS may deploy technology to support Sungard AS' internal monitoring and reporting platform. The settings and configurations associated with such technology will be managed and maintained by Sungard AS. Sungard AS will not be responsible for failing to meet a relevant service-level agreement (SLA) due to Customer modifications to the settings, accounts or configurations of such technology.

Sungard AS reserves the right to make, at its sole discretion, additions and deletions to third-party software provided in conjunction with delivery of the Service and/or suspend or interrupt the Service to prevent any breach or misuse of such third-party licenses.

All references to an "Order" shall be deemed to include:

- (a) Any Services requested via Change Request.
- (b) An Order, or amendment or addendum to an Order, signed by the Parties.

Customer acknowledges that its timely provision of and access to Customer systems and networks (including such systems and networks required for functional testing), and network access, including, without limitation, remote network access (collectively, "cooperation") are essential to the performance of any Services set forth in this Order. Customer acknowledges that Sungard AS' ability to perform the Services and any financial estimate related thereto depends upon the project assumptions captured in the cloud suitability and discovery phases set out herein and Customer fulfillment of the obligations set out in this Order. If Customer fails to perform the responsibilities set out herein on a timely basis, Sungard AS shall be relieved of any schedule or milestone commitments associated with the Service and any migration plan(s) that are affected by the delay.

Notwithstanding anything in the Agreement or this document to the contrary, Customer agrees to assume full responsibility for data backup and recovery.

That Sungard AS may provide the Service, Customer must fulfil the following responsibilities:

- (a) During a migration window, all resources scheduled for that event should be available and ready to perform their task. If the scheduled resources are not available to perform their task within 60 minutes of the task needing to be performed, the cutover will be cancelled.
- (b) Post-migration tasks such as reconfiguring backups and replication pointers are the responsibility of Customer unless Customer has engaged Sungard AS specifically to do this work as part of a project-change request.
- (c) Provide specifications on current- and end-state cluster configurations and topology.
- (d) Assign a project sponsor as the single point of contact for issue project and service escalation and resolution.
- (e) Assign a single point of contact to work in coordination with the Sungard AS migration team.
- (f) Ensure technical contacts with system administration responsibilities are made available. System administrators must provide appropriate levels of access privileges to systems and the information necessary to perform the migration and transformation services.

- (g) Provide reasonable access to Customer systems and network as necessary to perform the Service from Monday through Friday 8 AM to 6 PM, excluding public holidays. Migration execution windows will be performed at mutually agreed-upon timeframes based on Customer's requirements.
- (h) Be responsible for the performance and/or availability of servers that are migrated to the new infrastructure at the point of migration. Sungard AS will make every effort to successfully and seamlessly migrate such servers to the new environment.
- (i) Provide Sungard AS personnel with access to Customer systems and networks (including, without limitation, remote systems and network access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent) and resource personnel who will participate in the migration planning.
- (j) Make appropriate system maintenance windows available for Sungard AS as needed to prepare equipment.
- (k) Provide (as required) implementation of communications infrastructure and components.
- (l) Identify the current OS patch set level required for this engagement and install any recommended patch set(s) prior to the engagement commencement.
- (m) Ensure that an adequate backup and restore process exists and is operational.
- (n) Ensure that Customer maintains the properly configured hardware/OS platform to support the Service and prepare a properly configured server prior to the commencement of Service.
- (o) Ensure that the appropriate staff members attend and participate in the required interviews, within reason, and can discuss the presented active topics.
- (p) Ensure that the Customer's environment meets all minimum hardware and software requirements with all appropriate OS service packs, patches and hot fixes.
- (q) Provide sufficient system security clearances to issue the host software commands as determined by Sungard AS.
- (r) Provide current environment details, including network diagrams, wide-area network (WAN) and storage-area network (SAN) topology diagrams, storage system volume layout, host information and data or storage growth projections, as required for the migration event.
- (s) Validate "multi-pathing" software is installed and operational for all existing hosts.

## **2.2. Billing**

- (a) Billing for the Initial Configuration commences as of the Service Start Date.
- (b) The Revenue Commit plus additional Usage fees, if any, will be invoiced by Sungard AS in arrears at the billing address defined in the Order.
- (c) All available Private Private Cloud: Migration Services are listed in the Order along with the corresponding Committed Rate.

## **3. PRIMARY SERVICES**

Sungard AS Private Cloud: Migration Services is part of the Sungard AS portfolio of services. Private Cloud: Migration Services offers migration of existing Customer workloads to the Sungard AS Private Cloud platform. Additional information on Services can be found in the Private Cloud: Migration Service Guide or a copy can be provided through email upon request. The Service includes the following options that are selectable based on Customer's requirements:

### **3.1. Cloud Suitability**

On a per-Customer VM basis, and prior to the migration of any workloads, Sungard AS will evaluate Customer VMs to understand the applications and provide an assessment of cloud readiness. The objective is to create target workload profiles, workload playback group definitions, right sized workloads and candidate cloud configurations, along with estimating cloud configuration costs. In addition, Sungard AS will provide PDFs of

the cloud suitability summary per application group and the cloud suitability details per application (the content of which is detailed below).

**Cloud Suitability Summary (Application Group):** Sungard AS provides a PDF to Customer that summarizes the assessment of cloud suitability for the suite of applications in focus, describes best cloud-type fit (if any) while displaying a consolidated cloud fit score per application that scores across technical, business and deployment factors and constraints, and provides a quick glance pie chart and bar chart of the allocation of cloud fit across the portfolio.

**Cloud Suitability Details (Per Application):** Sungard AS provides a PDF to Customer, with a deeper analysis of cloud suitability for the Customer application in focus. This report provides details of the suitability of the Sungard AS public or private cloud solutions along with the information about the application fitting into the cloud, such as compatibility and version verification.

### 3.2. Discovery

On a per-Customer VM basis, and prior to the migration of any workloads, Sungard AS will use electronic discovery and bundling tools that will auto-discover and help augment Customer data that has already been collected and provided. These tools will automatically pull an inventory of physical and virtual servers, network components, software, services and applications, including their inter-relationships and inter-dependencies. Discovery will also leverage data from Customer asset lists, CMDBs and any other form of data collection to develop a data ingestion strategy. Customer will provide configurations from all in-scope devices if access cannot be granted to Sungard AS (e.g., routers, firewalls, load balancers and storage devices).

The data ingestion strategy will include a workshop approach that will update and expand upon the customer-provided data. Sungard AS will conduct interviews with selected business/application and infrastructure subject-matter experts to gather the required information. Customer will identify the servers and associated applications to be migrated two weeks prior to project start to enable timely scheduling of resources. Sungard AS also will require customer documentation related to infrastructure, interfaces and interdependencies of servers and associated applications.

### 3.3. Cloud Migration

On a per-Customer-VM basis, Sungard AS will migrate Windows or Linux-variant Customer environments to a Sungard AS cloud platform. The cloud migration service is provided in four stages:

- (a) **Preparation:** Leveraging the data gathered during discovery and cloud suitability phases provides the information to develop migration plans and detailed procedures that will enable Customer to migrate in-scope applications and servers successfully within the project's expected timelines.
- (b) **Test and Contingency Plans:** Sungard AS will work with Customer, which will be responsible for developing the test and contingency plans that will be incorporated into the task list.
- (c) **Dress Rehearsal:** Approximately ten (10) days prior to each Move Event, Sungard AS will facilitate up to a maximum of two (2) rehearsal exercises per Move Event — one during the detailed migration planning phase and one during the migration execution phase. These rehearsal exercises are “dry runs” or walk-throughs from pre-migration through post-migration activities.
- (d) **Execution:** All pre-migration, migration and post-migration activities are included. To facilitate migration activities, for customer-managed workloads, Customer shall provide the following:
  - i. Application shutdown procedure
  - ii. Database backup procedures
  - iii. Database shutdown procedures
  - iv. Server shutdown activity procedure
  - v. Database start-up procedure
  - vi. Database checkout procedure

- vii. Application start-up procedure
- viii. UAT activity procedures

### **3.4. IP Reconfigure**

On a per-Customer-VM basis, Sungard AS will reconfigure Customer VMs with the new IP addresses and a stack in a network environment. The complexity of reconfiguration will be determined during the cloud suitability phase of this Service. Customer must make network administrators available for interviews and counsel and perform all application remediations.

### **3.5. Server Remediation**

On a per-Customer-VM basis, Sungard AS will provide installation of component drivers, firmware, OS updates and other software-based changes that are required for migration to the server or host. Remediation does not include re-installation of software, architecture, design or major reconfigurations of software. OS updates do not include OS version changes. The origin host must be a recognized brand manufacturer, be supported by the manufacturer and be a Windows or Linux-variant OS.

## **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](https://www.sungardas.com/hubfs/_multimedia/document-file/sungardas-general-service-terms.pdf).