

Cloud Recovery — iSeries (North America) Service Terms

Cloud Recovery and Recover2Cloud are terms used interchangeably and are to be interpreted to mean the same thing.

1. CLOUD RECOVERY - ISERIES: FEATURES

Sungard AS will provide the following for the number of logical partitions (LPARs) ("Protected Assets") and the "Cloud Resource Pool," which is composed of a commercial processing workload (CPW), random access memory (RAM) and storage, as identified in the Order:

- Replication of Customer data from the site(s) where the Protected Assets are located to the Cloud Resource Pool at the Delivery Location indicated in the Order and storage of the data in the amount and type of storage identified in the Order
- Monitoring and management of the replication process
- Customer notification of replication and storage-detected errors, and threshold levels exceeded continuously for longer than four (4) hours
- Assistance (if required) for installation and configuration of software agents on the Protected Assets
- The quantity and duration of tests identified in the Order for Customer to validate the recoverability of its data (each a "Recovery Test")
- Remote access to Customer Protected Assets and data recovered from the Designated Sungard AS Facility to the Cloud Resource Pool(s) identified in the Order during a Recovery Test or Activation
- Upon Customer's request, analysis of the bandwidth between the Protected Assets and the Sungard AS infrastructure that is required to support the replication of Customer's data
- Commercially reasonable efforts to assist with the failback of Customer data from the Cloud Resource Pool(s) to the Protected Assets following an Activation

2. CLOUD RECOVERY —ISERIES: GENERAL

- Customer is responsible for sending its protected data via tapes (in a mutually-agreed-upon tape format) to Sungard AS for initial seeding
- In addition to the site-to-site virtual private network (VPN) connectivity identified in the Order, two site-to-site VPN connections between the Protected Assets and the Sungard AS storage system will be provided by Sungard AS
- Customer must complete and sign the End User License Agreement (EULA) for the replication software

3. CLOUD RECOVERY – GENERAL

Customer will:

- Configure the VPN connection where the Protected Assets are located
- Provide Sungard AS with the access necessary to install and monitor replication software on the Protected Assets, conduct bandwidth analysis, install patches, and upgrade the software agents installed
- Comply with Sungard AS' Recover2Cloud Change Management Policy, located in the Customer Portal, and related changes to the Protected Asset configurations (such as patches applied, upgrade of software, changes in IP address, etc.)
- Obtain Internet or other IP bandwidth from Sungard AS or a third party adequate to support a daily average replication Recovery Point Objective ("RPO") based on the applicable Recovery Time Service Level Objective (SLO) listed in Part 4 below
- If necessary for Sungard AS to provide the Services described in the Order, provide an adequate number of infrastructure resources and virtual machines

- Maintain operating systems, if applicable, as supported by Sungard AS, and the underlying replication technology software. Sungard AS will provide Customer with a notice if the software needs to be upgraded or modified and Customer will promptly upgrade such software following receipt of Sungard AS' notice
- Ensure that its hardware and software related to the Services comply with technology vendor best practices to enable Sungard AS to achieve Recovery Time Objective SLA listed in Part 4 below
- Have primary responsibility for the failback of Customer data from the Virtual Resource Pool(s) to the Protected Assets following an Activation

Customer will provide its Activation notice to Sungard AS in the manner described in the Sungard AS Alert & Disaster Activation Guide (the "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 event or condition that renders Customer unable to use the Protected Assets for their intended computer processing and related purposes. Sungard AS will provide access to the Sungard AS Alert & Disaster Activation Guide at the time of implementation. For purpose of this Order, all references in the Guide to a "Disaster" shall mean an "Event".

In the event that Sungard AS' bandwidth analysis indicates that the amount of bandwidth specified in the Order will not support Customer's stated RPO, Customer will have the option to contract for additional bandwidth or Sungard AS shall be entitled to make an adjustment to the stated RPO to an RPO it reasonably deems achievable with such bandwidth.

One or more other customers may declare an Event and require use of the same R2C Resources (including the Virtual Resource Pool) at the same time as Customer ("Multiple Activation(s)"). "R2C Resources" are defined as the facilities, equipment, network and other resources used to provide the Recover2Cloud Services identified on the Order. The following provisions are intended to avoid or minimize contention for R2C Resources during a Multiple Activation:

- All R2C Resources are designated by Sungard AS as "Priority Resources". Customer will have priority rights of access to and use of R2C Resources that are not then being used by other affected customers who previously declared activations; and
- Sungard AS will maintain records of its receipt of Activations, which will be the exclusive basis for determining the order in which Activations are declared.

Customer may use the R2C Resources for 30 days following an Activation. If an Event continues for longer than the 30-day period, Customer may continue to use the R2C Resources for an incremental Daily Usage Fee.

Customer will comply with Sungard AS' Test Scheduling & Cancellation Policy. All Recovery Tests are subject to immediate cancellation by Sungard AS if and when any other customer declares an Event and requests use of the R2C Resources being tested. Any such cancelled Recovery Test will be rescheduled as soon as reasonably practicable.

Any resource use, including but not limited to the LPAR, CPU, Memory, Storage, or items contracted in the Order, in excess of the committed amount will result in the additional usage fee stated in the Order.

As part of its continuing commitment to improve and evolve its services Sungard AS may from time to time make changes, in its reasonable commercial judgement, including, but no 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 30 days in advance of the applicable change or discontinuation. If any such change substantially and adversely affects Customer's ability to utilize 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.

4. CLOUD RECOVERY SERVICE-LEVEL AGREEMENTS (SLAS)

4.1. Cloud Recovery — iSeries Recovery Time Objective (RTO) SLA

4.1.1. Agreement

For Cloud Recovery — iSeries resources selected in the Order only, Sungard AS will recover the most recent copy of Customer's data within the time frames set forth below following commencement of an Event provided that this SLA does not amend, modify or otherwise alter the Multiple Activation provisions concerning R2C Resource use and allocation.

The SLA covers the recovery of the protected LPARs, the associated OS(s) and data, as per Customer's request and tested recovery plans.

Protection Technology	Quantity of Protected Assets	RTO Tier 1 (in Hours)
Agent-Based Replication	<=5	4*

*one (1) additional hour for each additional two protected assets.

The SLA does not apply if Customer:

- (a) Fails to correctly replicate its data
- (b) Uses software and hardware not supported by Sungard AS
- (c) Uses any backup or deduplication technology that requires restoration in conjunction with storage replication
- (d) Makes configuration changes to Customer's environment not in compliance with Sungard AS' Change Management and Management Policy, which is located in the Customer Portal (<http://www.mysungardas.com>)
- (e) Makes changes to the recovery plan that exceeds the contracted resources

The above SLAs only apply following the completion of a successful user acceptance test. Such test is to be completed after the successful implementation of the Services and completion of a disaster recovery test post-implementation.

4.1.2. Remedy

If Sungard AS fails to meet the Cloud Recovery — Server Replication (iSeries) RTO SLA one or more times in a calendar month, Customer is entitled to a credit equal to 50% of Monthly Fee for the Cloud Recovery service for the month in which the failure(s) occur(s), regardless of how many failures in said month. Notwithstanding the termination right described in the "[Service Level Agreements; General](#)" section of the [General Service Terms](#), Customer may terminate the affected Order if Sungard AS fails to meet this RTO SLA two consecutive times within any 12-month period by providing Sungard AS with advance written notice no later than 60 days following the second SLA failure.

4.2. Services Notification SLA

4.2.1. 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 Services or Customer equipment monitored by the Services are unavailable.

4.2.2. 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 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.

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.