

Cloud Recovery — Vaulting (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.

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

“Multiple Activation” refers to when one or more other Sungard AS customers declares an Event at the same time as Customer.

“R2C Resources” are defined as the facilities, equipment, network and other resources used to provide the Services identified in the Order.

“Recovery Test” refers to the quantity and duration of test periods identified in the Order for Customer to validate the recoverability of its data.

“Vault” refers to the Sungard-AS-provided offsite centralized vault with automated disk-to-disk backup data protection.

“Vault Availability” refers to the Vault being operational and available for Customer data transmission.

“Vaulting Software” refers to the third-party software used to provide the Vaulting Services.

“Virtual Resource Pool” is composed of virtual central processing unit (vCPU), random access memory (RAM) and storage.

2. VAULTING SERVICES

2.1. Cloud Recovery - Vaulting: Features

Sungard AS will provide an offsite centralized Vault at the Delivery Location indicated in the Order for data storage in accordance with the completed customer design requirements (CDR) form and perform the following:

- Remote assistance with the initial installation and configuration of the Vaulting Software on each of Customer’s source server(s) identified in the Order.
- Initial seeding of Customer’s data to the Vault.
- Training Customer on the use of the Vaulting Software and the Sungard AS designated portal.
- Purging Customer-requested data sets from the Vault.
- Access to Service-generated backup reports on the designated portal.

2.2. Cloud Recovery - Vaulting: General

Sungard AS’ delivery of the Vaulting Services involves a third-party vendor. With respect to the limitation of liability and Customer indemnification obligations contained in the Agreement, the third-party vendor shall be deemed “Sungard AS.”

Customer will:

- Secure and maintain telecommunications connectivity between the Customer premises where the source servers are located and the Delivery Location
- Encrypt all Customer data transmitted and stored using the Vaulting Services.
- Execute regular backups using the Vaulting Software and report any errors received when executing such backups.
- Configure and implement Customer-desired changes to the data sets backed up to the Vault, as well as changes to the frequency of backups to the Vault and data retention periods within the Vault.

Failure to make changes to desired data sets backed up to the Vault could result in overage fees for which Customer is liable for payment.

- Maintain the accuracy and timeliness of the CDR form as changes occur in the protected environment, including changes to the protected environment. Additions, deletions and swapping of servers require validation.

With respect to the Vaulting Software:

- The Vaulting Software is licensed directly by the third-party provider to Customer and is subject to the third-party provider's End-User License Agreement (EULA) or a similar user agreement, if applicable. By entering into this Order, Customer agrees to be bound by the terms of the EULA.
- In the event that Customer commissions Sungard AS to install or configure the Vaulting Software on behalf of Customer, Customer is deemed to have taken such actions and to have accepted the EULA.
- Vaulting Software upgrades, releases and/or patches are provided, to the extent available, directly by the Vaulting Software vendor. Customer is responsible for implementing such changes to Customer servers on which the Vaulting Software is installed.
- All rights not specifically granted to Customer herein are expressly reserved for the Vaulting Software vendor. The Vaulting Software and all intellectual property rights therein are the exclusive property of the Vaulting Software vendor.
- Upon termination or expiration of the Vaulting Services as identified in the Order, for any reason, all license rights in the Vaulting Software will immediately terminate and Customer will:
 - (a) Discontinue all use of the Vaulting Software
 - (b) Erase all copies of the Vaulting Software from Customer's equipment
 - (c) Return all Vaulting Software media, manuals or access keys to Sungard AS within 30 days

2.3. Cloud Recovery — Vaulting: Customer Responsibilities

Customer will:

- Configure the virtual private network (VPN) connection where the protected assets are located.
- Provide Sungard AS with the necessary access to install and monitor agents on protected assets, conduct bandwidth analysis, install patches and upgrade the installed software agents.
- Comply with Sungard AS' Change Management Policy, located in the Customer Portal (<http://www.mysungardas.com>), and related changes to the Protected Asset configurations (i.e., patches applied, upgrade of software and changes in IP address).
- Provide Sungard AS with the encryption keys necessary for Sungard AS to restore Customer data and applications from the Vault during a Recovery Test or Event.
- Duplicate any changes performed in Customer's production configuration to the recovery configurations.
- If necessary for Sungard AS to provide the Services described in the Order, provide an adequate number of infrastructure resources and virtual machines.
- Maintain OSs, if applicable, as supported by Sungard AS, and the underlying replication technology software. Sungard AS will provide Customer with a notice if the software must 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 the Recovery Time Objective SLA listed below.
- Manage failback of Customer data and applications from the Virtual Resource Pool following a Recovery Test or Event.
- With respect to IBMi Protected Servers, provide Save System ('SAVSYS') files necessary for data and application restoration prior to implementation of the Services and each time the Protected Servers' OSs are upgraded.
- Have primary responsibility for the failback of Customer data from the Virtual Resource Pool(s) to the protected assets following an Activation.

2.4. Cloud Recovery - General

Customer will provide its Activation notice to Sungard AS in the manner described in the Sungard AS Alert & Disaster Activation Guide (the "Guide"). Sungard AS will provide access to the Guide at time of implementation. For purpose of this Order, all references in the Guide to a "Disaster" shall mean an "Event."

One or more other customers may declare an Event and require use of the same Recover2Cloud Resources (including the Virtual Resource Pool) at the same time as Customer ("Multiple Activation").

- All R2C Resources are designated by Sungard AS as "Shared Resources" and are subject to change without notice, provided that Sungard AS shall not change the designation of an R2C Resource at any time that a customer is using such a resource during an Event.

Sungard AS will maintain records of its receipt of disaster declarations, which will be the exclusive basis for determining the order in which disasters 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 possible.

Any resource use, including, but not limited to, server count, CPU, memory, storage or items contracted in the Order, in excess of the committed amount will result in the additional overage 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 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 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.

2.5. Carbonite Appliance Services Features

Sungard AS will perform the following, in accordance with the completed CDR form, for the number of Carbonite Appliances (previously referred to as "Express Recovery Appliance" or "ERA") and the amount of committed storage, each as identified in the Order:

- Coordinate with the applicable third-party vendor to facilitate installation of the preconfigured Carbonite Appliance as a local Vault at Customer premises.
- Configuration and setup of backups on the Carbonite Appliance for a maximum of 7 days based on Customer-configured backup schedule and retention policy.
- Replication of backups from the Carbonite Appliance backups to the Vault at the Designated Sungard AS Facility as identified in the Order.

2.6. Carbonite Appliance Services Customer Responsibilities

Customer will:

- Be responsible for registering its servers/Carbonite Appliance(s) on the designated Sungard AS portal.
- Be responsible for managing updates of software/patches on and maintenance of the Carbonite Appliance.
- Be responsible for maintaining the Carbonite Appliance under the manufacturer's warranty at all times during the Term of the applicable Order.

- The Carbonite Appliance supplied by Sungard AS comes with a three-year standard manufacturer warranty.
- An additional warranty can be purchased for an additional charge. To purchase an additional warranty, Customer must provide at least thirty (30) days' notice to the expiry of the original manufacturer's warranty and is subject to availability from manufacturer and the consequent agreement of terms between the parties.
- If the warranty is not extended, Customer is responsible for any and all charges associated with the Carbonite Appliance.
- Any replacement of the Carbonite Appliance, including, but not limited to, swapping of the old with new, data migration between appliances or load balancing between appliances, will incur additional charges.
- Be responsible for any data not able to be backed up to Sungard AS.

For all appliances or devices shipped to Customer:

- Customer will pay all costs related to the shipping of the appliances or devices and risk of loss of the appliances or devices is Freight On Board from Sungard AS' or Sungard AS' third-party provider's premises. Customer acknowledges and undertakes to Sungard AS that, until its return to Sungard AS, or its nominated third-party provider, it shall be responsible for any risk to the equipment including damage thereto (normal wear and tear excluded) and shall ensure it is insured at all times.
- Maintenance of the appliances or devices together with any manual and instructions for use (if provided) are provided by a third-party vendor and Customer maintenance requests should be communicated directly to such third-party provider.
- Notwithstanding the included third-party maintenance, the appliances and devices are provided to Customer "AS IS, WHERE IS" and Customer's only recourse for any warranty or indemnification related to the appliances lies with the third-party maintenance vendor.
- If Customer elects to purchase appliances or devices, Sungard AS retains a purchase money security interest therein until Sungard AS receives full payment for the items, and Customer shall promptly execute documents related thereto as requested by Sungard AS.
- If Customer does not pay the fees under this Order when due, then, in addition to its other remedies, Sungard AS shall be entitled to repossess the appliances or devices, including entering Customer's premises where such equipment is located.
- Where seed units are provided as an element of the Services, Customer is responsible to return such seed units after the pre-determined rental duration. Should Customer fail to return the seed unit at the close of the contracted rental duration, Customer may be billed at the rate of \$350 per day per seed unit on an ongoing basis up to the total value of the seed unit plus case, shipping and any labor/administrative costs incurred by Sungard AS or the third-party vendor providing the unit.

2.7. Cloud Recovery – Vaulting: Vault Data Migration

Vaulting Services does not include Customer's data migration from the Vault to any Customer-designated location at termination and/or end of the Term.

Customer will:

- Notify Sungard AS ninety (90) days prior to termination and/or expiration of the Term if Customer wants its data migrated from the Vault as indicated in the Order.
- Incur additional charges depending on time and material at the time of the request.
- Be responsible for payment of monthly charges as indicated in the Order, even after termination and/or expiration, until the data migration is completed and approved by Customer.
 - Customer data will be deleted from the Vault immediately after Customer approval of the data migration.

3. VAULTING SERVICES SERVICE-LEVEL AGREEMENTS (SLAS)

3.1. Vault Availability SLA

3.1.1. Agreement

The Vault shall be operational and available for Customer data transmission for 99.99% of the month (“Vault Availability”). Vault Availability is measured on a monthly basis using internal monitoring software.

3.1.2. Remedy

If Sungard AS fails to meet the Vault Availability SLA, Customer is entitled to a credit equal to 10% of the Monthly Fee for Vaulting Services for the month in which the failure occurs.

3.2. Cloud Recovery — Vaulting Recovery Time Objective (RTO) SLA

3.2.1. Agreement

Sungard AS will recover and make available to Customer the Customer applications and data (for Windows platforms up to 5TB or 10TB with image-based backups, 5TB (native) on i&p series) within 24 hours of commencement of an Event or Recovery Test provided that this SLA does not amend, modify or otherwise alter the Multiple Disaster provisions concerning R2C Resource use and allocation. The SLA does not apply if Customer:

- Fails to correctly vault its data and applications
- Uses non-current versions of the Vaulting Software or fails to apply Vaulting Software patches and updates
- Uses non-supported systems
- Makes changes to Protected Server configurations that are not in compliance with Sungard AS' Change Management and Notification Policy

3.2.2. Remedy

If Sungard AS fails to meet the Cloud Recovery — Vaulting RTO SLA, Customer is entitled to a credit equal to the Monthly Fee for the month in which the failure occurs. Notwithstanding the termination right set forth in the General Conditions (link below) Customer may terminate this Order if Sungard AS fails to meet the Cloud Recovery — Vaulting RTO SLA two times within any 12-month period by providing Sungard AS with advance written notice no later than 60 days following the second SLA failure.

3.3. Services Notification SLA

3.3.1. 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 a reasonable preliminary investigation verifying that the Services or Customer equipment monitored by the Services are unavailable.

3.3.2. 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.

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>.