

Cloud Recovery —Virtual Servers and Server Replication (VS/SR) Service Terms

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

1. CLOUD RECOVERY – VS/SR: FEATURES

Sungard AS will provide the following for the number of virtual and physical servers (“Protected Assets”) and the virtual resource pool composed of virtual central processing units (vCPU), random access memory (RAM) and storage (“Cloud Resource Pool”), each 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
- Manage and monitor the replication and recovery of the Protected Assets
- Customer notification of replication, 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 to enable replication
- The quantity and duration of test periods identified in the Order for Customer to validate the ability to recover its data (each a “Recovery Test”)
- Remote access to Customer’s Protected Assets and data recovered from the Delivery Location to the Cloud Resource Pool(s) identified in the Order during a Recovery Test or Activation
- Upon Customer request, analysis of the bandwidth between the Protected Assets and the Sungard AS infrastructure required to support 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

1.1. CLOUD RECOVERY: GENERAL

Customer will:

- Configure the virtual private network (VPN) connection where the Protected Assets are located;
- Provide Sungard AS with access necessary to install and monitor agents on 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 the daily average replication Recovery Point Objective (“RPO”) based on the applicable Recovery Time Service Level Objective (SLO) and/or Service Level Agreement (SLA) listed 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 and hypervisor software versions, 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 SLO and or SLA listed 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 time of implementation. For purposes 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"). "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. Customer access to and use of R2C Resources that are not then being used by other customers with previously declared activations will be determined by their contracted recovery tier as follows:

- Customers contracted for the Tier 1 R2C Resource pool will have access to the contracted R2C Resources and be prioritized higher than lower tier resource requests
- Customers contracted for the Tier 2 R2C Resource pool shall have shared access to the contracted R2C Resources and will be prioritized higher than lower tier resource requests
- Customers contracted for the Pay Per Use and Tier 3 R2C Resource pool shall have shared access to the contracted R2C Resources and will be prioritized higher than lower tier resource requests
- Customers contracted for the Standard Tier R2C Resource pool shall have shared access to the contracted R2C Resources and will be prioritized lower than Tier 1 or Tier 2, Tier 3, or Pay Per Use R2C Resource requests

Customer's contracted-for recovery tier will be set forth in the Order. 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.

For Tier 1, Tier 2, Tier 3 and Standard Tier, 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.

For Pay Per Use resources, Customer agrees to pay the daily rate set forth in the Order for Resource Pool usage following an Activation or Recovery Test.

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 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 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.

Within thirty (30) day after termination of the Order, Sungard AS will delete all Customer data from the Repository 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 termination of the Order if Customer wants its data to be migrated from the Repository 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 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 Repository.

2. CLOUD RECOVERY: LONG-TERM RETENTION FEATURES

Sungard AS will provide the following for the Protected Assets identified in the Order in accordance with such Order and the completed customer design requirements (CDR) form:

- Provide the contracted storage (the "Repository") to allow Customer to store replicated data in accordance with a retention schedule defined by Customer and agreed to by Sungard AS
- Maintain and manage the infrastructure storing the data
- Provide commercially reasonable support to restore the identified Protected Assets from the Repository, but no SLA or SLO will apply

3. CLOUD RECOVERY DRVERIFY AUTOMATED TESTING: FEATURES

Sungard AS will provide the following for the Protected Assets identified in the Order in accordance with such Order:

- Periodic reports on the automated test-failover success per VM in the Cloud Resource Pool (the "DRverify")
- Automated tests with a high failure rate will be repeated within the same month to identify persistent problems

4. CLOUD RECOVERY DRVERIFY AUTOMATED TESTING: GENERAL

- The DRverify testing schedule is dependent on the availability of the Cloud Resource Pool and other customers' scheduled tests or activations, and it is determined by Sungard AS in its sole discretion
- SLAs and SLOs are not applicable to DRverify
- Recovery Test(s) must be scheduled separately by Customer
- At no time will Sungard AS access or modify Customer's automated test environment or data
- DRverify uses the same encapsulated dedicated test network that is used for Customer's Recovery Tests

5. CLOUD RECOVERY ALWAYS RUNNING VIRTUAL SERVERS: FEATURES

Sungard AS will provide the following in accordance with the completed CDR form for the number of Always Running Virtual Servers and Cloud Resource Pool identified in the Order:

- Provide the contracted resource pool to allow Customer to run VMs in an “always running” mode to assist in a recovery process
- Maintain and manage the infrastructure hosting the Always Running Virtual Servers

6. CLOUD RECOVERY ALWAYS RUNNING VIRTUAL SERVERS: GENERAL

Unless separately contracted with Sungard AS, Customer will:

- Provide all OS and application software licensing for the identified Always Running Virtual Servers
- Maintain, manage, update and upgrade any software patches as and when required as per Customer’s Change Management Policy
- Inform the Sungard AS team of any changes or updates to the configuration of the Always Running Virtual Servers
- Work with Sungard AS to connect the identified Always Running Virtual Servers to Protected Assets recovered during a Recovery Test or at the time of an Event

7. CLOUD RECOVERY — VS/SR: SLAS**7.1. Recovery Time Objective (RTO)****7.1.1. Agreement**

Cloud Recovery — VS/SR provides a recovery time objective (RTO). This is a measure of the recovery speed as stipulated by the technology vendor supporting the recovery element of the managed recovery service. After a successful user acceptance test (UAT) has been completed, Sungard AS will use all commercially reasonable efforts to ensure that recovery failover of protected physical and virtual machines occurs at the average rate of two virtual machines per minute. The RTO speed of recovery is based on the average achievable recovery times published by the technology vendor. Sungard AS follows the best practice as recommended by the technology vendors and the infrastructure performance.

Cloud Recovery — Server Replication:**Type**

RTO = 1 Protected Physical or Virtual Server Per Minute

Cloud Recovery — Virtual Servers:**Type**

RTO = 2 Protected Virtual Machines Per Minute

7.2. Validated / Assured Recovery Time Objective (RTO) SLA**7.2.1. Agreement**

For the Tier 1, Tier 2 and Tier 3 Cloud Recovery - SR/VS 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 servers, the associated OS and data, as per Customer request and tested recovery plans.

The SLA does not apply if Customer:

- Fails to correctly replicate its data
- Uses software and hardware not supported by Sungard AS
- Uses any backup or deduplication technology that requires restoration in conjunction with storage replication
- Makes configuration changes to Customer's environment that are not in compliance with Sungard AS' Change Management and Notification Policy
- Makes changes to the recovery plan that exceed the contracted resources
- Replicates OS or hypervisor versions not supported by the OS or hypervisor technology vendor
- Does not conduct a Recovery Test for at least 60% of the Cloud Resource Pool in the previous 12 months

7.3. Validated Recovery RTO SLA

Cloud Recovery — Server Replication

Quantity of Protected Assets	RTO Tier 1 (Hours)
<=100	4

Cloud Recovery — Virtual Servers

Quantity of Protected Assets	RTO Tier 1 (Hours)	RTO Tier 2 (Hours)	RTO Tier 3 (Hours)
<=100	2	6	12
<=250	4	8	14
<=500	6	10	16
<=750	8	12	18
<=1000	10	14	20

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

7.3.1. Remedy

If Sungard AS fails to meet the Cloud Recovery Tier 1 or Tier 1 Pay Per Use, Tier 2 or Tier 2 Pay Per Use or Tier 3 or Tier 3 Pay Per Use Service RTO SLA one or more times in a calendar month, Customer is entitled to a credit equal to the following percentages of monthly Fee for the applicable Cloud Recovery Service –Service for the month in which the failure(s) occur(s), regardless of how many failures occurred in the month: Tier 1 = 50%; Tier 2 = 33%, or Tier 3 = 25%. 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 sixty (60) days following the second SLA failure.

7.4. Cloud Recovery Infrastructure SLA**7.4.1. Agreement**

For any Cloud Recovery tier selected in the Order, at the time of an Event, Sungard AS will provide R2C Resources and storage for replication, provided that this SLA does not amend, modify or otherwise alter the Multiple Activation provisions concerning R2C Resource use and allocation.

Infrastructure (Hypervisor Level)	Period of Time	Uptime Availability
VM Availability	At Time of Event	99.95% Uptime at the Hypervisor Level
Storage Services Availability	At Time of Event	99.99%

The above SLAs only apply following the completion of a successful UAT. Such a test is to be completed after the successful implementation of the Services and completion of a disaster recovery test post-implementation. The above SLA will not apply at time of a Recovery Test.

7.4.2. Remedy

For any Cloud Recovery tier selected in the Order, if Sungard AS fails to meet the Infrastructure SLA at the hypervisor level at time of an Event, Customer is entitled to a credit equal to 15% of the Monthly Fee for the applicable Cloud Recovery Service for the month in which the failure(s) occur(s), regardless of how many failures occur in the month. All Infrastructure SLA failures within a calendar month will count as a single SLA violation for the purposes of calculating the termination right described in the [“Service Level Agreements; General” section of the General Service Terms](#) section.

7.5. Services Notification SLA**7.5.1. 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.

7.5.2. 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 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.

8. 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>.