

## **Infrastructure Recovery Service Terms**

### **1. DEFINITIONS**

**“Covered Location”** is defined as the Customer address specified on the Order for which Services are to be provided.

**“Disaster”** is defined as any unplanned event or condition that renders Customer unable to use the Covered Location or the equipment situated there for its intended computer processing and related purposes.

**“Disaster Declaration”** is defined as the notification provided by one of Customer’s designated representatives to Sungard AS indicating that a Disaster has occurred, identifying the affected Covered Location, and specifying which Services Customer requires.

**“Hotsite”** refers to a fully operational computer system and networking capability installed in a Sungard AS facility.

**“Multiple Disaster”** refers to when one or more other Sungard AS customer(s) may declare a Disaster and require use of the same Recovery Resources at the same time as Customer.

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

**“Replacement Recovery System”** refers to the Sungard-AS-provided fully operational, relocatable computer system and networking capability.

**“Support Staff”** refers to Sungard-AS-provided operations, communications, security, transportation, systems software, and customer support personnel.

**“Test”** refers to the use of the whole or part of the Recovery Resources by Customer for disaster recovery testing purposes.

**“Test Shift”** equals eight (8) hours of consecutive test time per contract year on a non-cumulative basis.

### **2. DISASTER DECLARATION PROCESS AND WARRANTY**

#### **2.1. Disaster Declaration Process**

Customer will provide its Disaster Declaration notice to Sungard AS in the manner described in the Users’ Guide and will specify the Services identified in the Order that are required by Customer.

#### **2.2. Warranty**

Sungard AS warrants to Customer that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with Sungard AS’ obligations under the Agreement and the Order.

### **3. CENTER-BASED INFRASTRUCTURE RECOVERY SERVICES**

#### **3.1. Hotsite Features**

Sungard AS will provide a Hotsite, equal to or better than, in all material respects, the configuration described in the Order. A universal command center, located at the same Sungard AS facility where the Hotsite is located, is included as a value-added service.

#### **3.2. Dedicated Shelf Space or Cabinet Features**

Sungard AS will provide a powered dedicated shelf or cabinet in the identified Sungard AS facility where Customer may install Customer equipment to be used during Tests or a Disaster.

### **3.3. Center-Based Infrastructure Recovery Services — General**

The following Center-Based Infrastructure Recovery Services are available for Customer's immediate and exclusive use following a Disaster Declaration:

- IBM Mainframe Recovery
- External Disk Storage – IBM Mainframe
- External Tape Drives – IBM Mainframe
- External Tape Library – IBM Mainframe
- External Network Equipment – IBM Mainframe
- External Network Equipment – Open Systems (only equipment that is designated Center-Based)

Unless otherwise stated, all Disaster Declaration and Daily Usage Fees for the Center-Based Infrastructure Recovery Services, as set forth in the Order, begin on day one (1) of a Disaster.

Customer may use the Center-Based Infrastructure Recovery Services for six (6) weeks following a Disaster Declaration. If a Disaster continues for longer than the 6-week period, Customer may continue to use the Center-Based Infrastructure Recovery Services, provided that this extended use is subject to immediate termination if, and when, any other customer declares a disaster and requires use of the Center-Based Infrastructure Recovery Services, which were being used by Customer.

## **4. MOBILE INFRASTRUCTURE RECOVERY SERVICES**

### **4.1. Mobile Infrastructure Recovery Services – Replacement Recovery System Features**

Sungard AS will provide a Replacement Recovery System that is equal to or better than, in all material respects, the configuration described in the Order. A universal command center located at the Sungard AS facility where the Replacement Recovery System is located is included as a value-added service.

The Replacement Recovery System for the Services listed below is provided to Customer by one of the following Customer-selected options as identified in the Order. Unless otherwise stated, all Disaster Declaration and Daily Usage Fees for these Mobile Infrastructure Recovery Services, as set forth in the Order, begin on day thirty-one (31) of a Disaster:

- Industry Standard Server (x86-64)
- SUN/Oracle Series Recovery
- HP System Recovery
- External Disk Storage – Open Systems (only storage that is designated Mobile)
- External Tape Drives – Open Systems
- External Tape Library – Open Systems
- IBM TS3100
- HPE MSL2024
- HPE MSL4048
- External Network Equipment – Open Systems (only equipment that is designated Mobile)

**Primary Recovery Facility** — Immediate access to the Replacement Recovery System at a Sungard AS facility where it is then installed following a Disaster Declaration

**Alternate Recovery Facility** — Delivery of the Replacement Recovery System to an alternate available Sungard AS facility within 48 hours of a Disaster Declaration

**Mobile Data Center** — Delivery of a vehicle housing the Replacement Recovery System to a destination in the continental United States (or Canada, if contracting for Services with Sungard AS' Canadian Affiliate) requested by Customer within 48 hours of a Disaster Declaration

**Customer Facility** — Delivery of the Replacement Recovery System to a properly equipped facility in the continental United States (or Canada, if contracting for Services with Sungard AS' Canadian Affiliate) requested by Customer within 48 hours of a Disaster Declaration

The Replacement Recovery System for the Services listed below is provided to Customer by one of the following Customer-selected options as identified in the Order. Unless otherwise stated, all Disaster Declaration and Daily Usage Fees for these Mobile Infrastructure Recovery Services, as set forth in the Order, begin on day one (1) of a Disaster:

- IBM iSeries Recovery
- IBM pSeries Recovery

**Primary Recovery Facility** — Immediate access to the Replacement Recovery System at a Sungard AS facility where it is then installed following a Disaster Declaration

**Alternate Recovery Facility** — Delivery of the Replacement Recovery System to an alternate available Sungard AS facility within 48 hours of a Disaster Declaration

#### **4.2. Mobile Infrastructure Recovery Services General**

All Mobile Infrastructure Recovery Services are available for Customer's exclusive use following a Disaster Declaration in the time frame set forth above.

Customer may use the Mobile Infrastructure Recovery Services for the duration of a Disaster.

Sungard AS retains title to all the Mobile Recovery Resources.

If the Mobile Recovery Resources are sent to a non-Sungard-AS facility, Customer will, at its expense:

- Obtain or provide all permits, landlord consent and other authorization needed to make use of the Mobile Recovery Resources at such facility
- Provide a proper operating environment (including communication, power, network, and related infrastructure) and security for the Mobile Recovery Resources
- Return the Mobile Recovery Resources pursuant to Sungard AS instructions when Customer's use or right to use during a Disaster or Test ends
- Not relocate the Mobile Recovery Resources without Sungard AS' prior written consent, which are not to be unreasonably withheld
- With respect to any Sungard AS vehicle, provide a suitable location for Sungard AS to park the vehicle

### **TEST SERVICES**

#### **4.3. Test Services Features**

Sungard AS will provide certain Recovery Resources to Customer to Test for the number of Test Shifts stated in the Order.

Each Test Shift equals eight (8) hours of consecutive Test time per contract year on a non-cumulative basis.

Customer will comply with Sungard AS' Test Scheduling & Cancellation Policy as it is set forth in the Users' Guide on the Customer Portal at <http://www.mysungardas.com>.

All Tests are subject to immediate cancellation by Sungard AS if, and when, another customer declares a disaster and requests use of the Recovery Resources being tested. Any such cancelled Test will be rescheduled as soon as possible.

## **5. SUPPORT SERVICES**

### **5.1. Support Staff Features**

Sungard AS will provide Support Staff, on a 24-hour-a-day, 7-day-a-week basis, as needed, while Customer is using the Infrastructure Recovery Services at a Sungard AS facility during a Test or Disaster.

### **5.2. Users' Guide and Customer Portal Features**

Sungard AS will provide access to the Users' Guide for the Infrastructure Recovery Services and all applicable updates and revisions, as and when issued, via the Customer Portal at <http://www.mysungardas.com>.

## **6. SERVICE CONDITIONS**

### **6.1. Multiple Disaster Provisions**

Customer's rights of immediate and exclusive use of the Infrastructure Recovery Services are subject to the possibility of a Multiple Disaster. The following provisions are intended to avoid or minimize contention for Recovery Resources during a Multiple Disaster.

Customer will have priority rights of access to and use of Recovery Resources designated by Sungard AS as "Priority Resources" that are not then being used by other affected customers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Customer is entitled to use them.

Customer and all other customers experiencing a disaster will have equal rights of access to and use of Recovery Resources designated by Sungard AS as "Shared Resources," irrespective of the order in which disasters occur or are declared. In such cases, Customer will reasonably cooperate with Sungard AS and the other affected customers in the use of the Shared Resources.

All Recovery Resources are designated by Sungard AS as Shared Resources or Priority Resources in Sungard AS' reasonable discretion and are subject to change without notice, provided that Sungard AS shall not change the designation of a Recovery Resource at any time that a customer is using such Recovery Resource during a disaster.

If applicable Priority Resources and applicable Shared Resources are both available, Customer may choose which type to use. In an effort to avoid the need for shared or allocated use of any Shared Resources, Sungard AS will, to the fullest extent possible under the circumstances, take full advantage of and provide access to all of its other available Shared Resources.

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.

Sungard AS will not grant any other customer greater rights of access or use of the Recovery Resources than are granted to Customer.

By signing or amending the Order, Customer warrants that the Covered Location is not experiencing a Disaster at that time.

Sungard AS will not enter into an agreement to provide use of any Recovery Resources at a time when the customer location to be serviced is then-currently experiencing a disaster.

Sungard AS will monitor approaching storms or other situations of which Sungard AS is aware that might cause a Multiple Disaster and will use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.

## **6.2. General Service Conditions**

Both Sungard AS and Customer will comply with Sungard AS' uniform policies regarding security, safety, operations, and other procedures for accessing and using the Recovery Resources during Disasters and Tests, which are included in Sungard AS' Users' Guide and in other written documents that periodically are provided by Sungard AS to its customers.

Before the conclusion of any Test or Disaster, Customer will remove, erase or destroy all Customer data and information it maintained in any form, recorded on any medium, or stored in any storage system as part of its use of the Infrastructure Recovery Services.

Sungard AS may change the Recovery Resources and, in such event, will:

- Notify Customer in writing at least sixty (60) days before making any change that might substantially and adversely affect Customer
- Provide Customer with a reasonable number of free additional Test Periods to test the affected Infrastructure Recovery Services
- Allow Customer to terminate the affected Infrastructure Recovery Services if Customer reasonably believes such a change substantially and adversely affects Customer use thereof. Customer's written notice of termination must be provided no later than 10 days after Customer first uses the affected Infrastructure Recovery Services for either a Disaster or Test

Customer will be responsible for:

- All communications and similar third-party charges resulting from Customer's use of the Recovery Resources
- All power, fuel and other utility charges resulting from Customer's use of the Recovery Resources during a Disaster, except during the first six (6) weeks of Hotsite use
- All costs associated with the transportation, delivery, operation, and ongoing support of Mobile Recovery Resources used by Customer
- All costs associated with the installation and de-installation of Mobile Recovery Resources used by Customer at non-Sungard-AS locations
- Licensed operating system and applications that will run on the Sungard-AS-provided hardware described in the Order

## **7. SPECIAL TERMS**

One or more of the following terms may apply to the Infrastructure Recovery Services selected in the Order:

- If a Declaration Fee of equal or greater value is charged in association with an Infrastructure Recovery Service on an Order, then the Declaration Fee for the applicable Network Services will be deemed included in such fee
- Certain peripherals used to support a platform that is identified above as being a Mobile Infrastructure Recovery Service may be designated as a Center-Based Infrastructure Recovery Service, in which case the terms of Center-Based Infrastructure Recovery Services shall apply to such peripherals
- Certain peripherals used to support a platform that is identified above as being a Center-Based Infrastructure Recovery Service may be designated as a Mobile Infrastructure Recovery Service, in which case the terms of Mobile Infrastructure Recovery Services shall apply to such peripherals
- Some item(s) are not available for Testing, may not be shippable for Testing, or may only be available at the Primary Recovery Facility for Testing or Disaster
- Certain peripherals may be Shared Resources within a platform that is a Priority Resource
- Certain peripherals may be Priority Resources within a platform that is a Shared Resource

- Certain Infrastructure Recovery Services may be the same items set forth on other Customer Order(s) with the same Covered Location. The display of the same capacity over multiple Orders is being provided as an accommodation to Customer and does not increase the total available capacity to Customer