

## **Vaulting Services (North America) Service Terms**

### **1. DEFINITIONS**

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

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

### **2. VAULTING SERVICES**

#### **2.1. Vaulting Services: Features**

Sungard AS will provide an offsite centralized Vault at the Delivery Location set forth on 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 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 (as defined below) and Sungard AS designated portal
- Purging Customer-requested data sets from the Vault
- Access to Service-generated backup reports on the designated portal

#### **2.2. Vaulting Services: Service Conditions**

Sungard AS’ delivery of the Vaulting Services involves a third-party vendor, and 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 Customer premises where the source servers are located and the Delivery Location.
- Encrypt all Customer data transmitted and stored using the Service.
- Execute regular backups using the Vaulting Software and to report any errors in executing such backups.
- Configure and implement Customer desired changes to the data sets backed up to the Vault, 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 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 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 Service 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. Vaulting Services: General**

Storage in excess of the data storage amount identified in the Order will result in Customer incurring the additional usage fee stated in the Order.

As part of its continuing commitment to improve and evolve its services, Sungard AS periodically may 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 email 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 use 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.

### **2.4. Carbonite Appliance Services: Features**

Sungard AS will perform the following, in accordance with the completed CDR form, for the number of Carbonite Appliances (previously called "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 set up of backups on the Carbonite Appliance for a maximum of seven (7) days based on the 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

### **2.5. Carbonite Appliance Services: Customer Responsibility**

Customer will:

- Be responsible to register 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 to maintain the Carbonite Appliance under manufacturer warranty at all times during the Term of the applicable Order
  - Carbonite Appliance supplied by Sungard AS comes with a three (3) year standard manufacturer warranty
  - An additional warranty can be purchased for an additional charge. Customer must provide at least thirty (30) days' notice prior to the expiry of the original manufacturer's warranty and is subject to availability from manufacturer and 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 shipping of the appliances or devices and the 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, Customer 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.

## **2.6. Vaulting Services: 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
- Will incur additional charges depending on time and material at the time of the request
- 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 99.99% of the month. Vault Availability is measured on a monthly basis by 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 Service for the month in which the failure occurs.

### **3.2. Services Notification SLA**

#### **3.2.1. 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.

#### **3.2.2. 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.

### **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>.