



**SUNGARD®**  
Availability Services

SUNGARD COST

PROPOSAL TO THE STATE OF WEST VIRGINIA FOR

## RFQ 00518 DISASTER RECOVERY SERVICES

August 30, 2012

*Maintaining Availability Through an Effective Business Continuity Strategy*

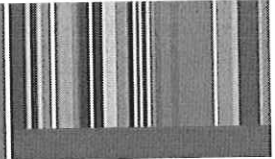
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2012 AUG 30 AM 9:45

WV PURCHASING  
DIVISION

**SunGard Availability Services LP**

Mark Thames  
Account Executive  
Wayne, PA 19087  
Tel: (484) 582-2433  
Cell: (484) 614-6162  
mark.thames@sungard.com  
<http://www.sungard.com>



## ISCN0003 Price Sheet

Please enter "0", "zero" or "no charge" for any no-cost line items. Blank field will be interpreted as items not bid,

Item/Service	Unit Price	Unit of Measure	Est. Quantity	Extended Price
Monthly Description Cost	\$4,035	Per Month	12	\$48,420
Comprehensive Disaster Declaration Fee	\$22,500	Each	1	\$22,500
Recovery Daily Usage Charge	\$6,100	Per Day	3	\$18,300
Cost of Installing and Housing Agency Supplied Router	One Time: \$150 / Monthly: \$150	Each	1	One Time: \$150 / Monthly: \$150

SunGard Availability Services, LP  
 680 E. Swedesford Road  
 Wayne, PA 19087  
**Mark Thames, Account Executive**  
 Tel: (484) 582-2433  
 Cell: (484) 614-6162  
[mark.thames@sungard.com](mailto:mark.thames@sungard.com)

Schedule Number 3006224300 v. 1.0  
For Recovery Services Governed by the  
Master Agreement for U.S. Availability Services  
Between

SUNGARD AVAILABILITY SERVICES LP and STATE OF WEST VIRGINIA - DEPT OF ADMIN

Dated April 27, 2005

Page 1 of 5

SUMMARY AND SERVICES

Schedule Reference Name: RS

This is a new Schedule having an Agreed Term of 36 months with a commencement date of September 1, 2012.

SUMMARY OF SERVICES AND FEES

Selected Services	Base Test Periods
Center-Based Recovery Services	12
Hotsite	10
Work Group	
Network Services	
Monthly Fee (US Dollar):	\$4,035.00

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Master Agreement. This Schedule is not binding until executed and delivered by both parties hereto.

SUNGARD AVAILABILITY SERVICES LP

STATE OF WEST VIRGINIA - DEPT OF ADMIN

By: \_\_\_\_\_

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

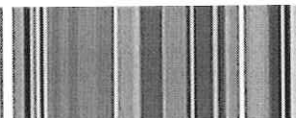
PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**BILLING SCHEDULE**

Invoice From:

Monthly Fee (US Dollar):

09/01/2012

\$4,035.00

**Customer Information:**

Covered Location Address:

ONE DAVIS SQUARE  
321-323 CAPITOL STREET  
CHARLESTON, WV, 25301, US  
CHARLES MOZINGO charles.s.mozingo@wv.gov

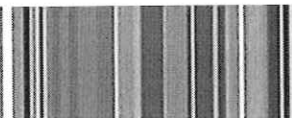
Bill To Address:

ONE DAVIS SQUARE  
321-323 CAPITOL STREET  
CHARLESTON, WV, 25301, US  
CHARLES MOZINGO charles.s.mozingo@wv.gov

Notification Address:

ONE DAVIS SQUARE  
321-323 CAPITOL STREET  
CHARLESTON, WV, 25301, US  
CHARLES MOZINGO charles.s.mozingo@wv.gov

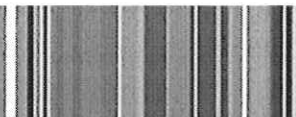




## Center-Based Recovery Services

Qty	Hotsite 1	Disaster Fees	
		Declaration Fee	Daily Usage
		\$20,000.00	\$5,000.00
1	IBM zEnterprise Processor		
	2 LPAR		
	797 IBM MIPs		
	16384 MB Memory		
	2 OSA-Express3 Ethernet 10GB Port		
1	Visara Cluster Controller		
	366 IBM MIPs		
	8192 MB Memory		
	4 OSA-Express3 Ethernet 10/100/1000Mbps Port		
	2 OSA-Express3 Ethernet Gigabit Port		
1	IBM 3584 Library		
	6 IBM 3592-E05 (TS1120) Tape Drive (Encryption capable - FICON Attached)		
	500 Slots		
1	3Com Courier V.Everything Modem		
1	Cisco Catalyst 6509E Switch		
	24 10/100/1000 Ethernet Port		
	6 Gigabit Ethernet Port - SX Multimode Fiber (Fabric Enabled)		
	4 10 Gigabit Ethernet Port		
1	Dial Tone		
1	Managed Recovery Services (formerly Testing Services)		
	1 OS System and Network Equipment Startup (to be provided in accordance with the terms and conditions in the attached Service Description)		

Qty	Work Group 1	Disaster Fees	
		Declaration Fee	Daily Usage
		\$2,500.00	\$500.00
1	Access to Copier		
1	Access to Facsimile		

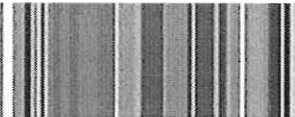


6	Furnished WorkGroup Position (Desk, Chair, Voice & Data Wiring)
1	MetroCenter Facility Access
6	Digital Telephone Set
6	x86 Desktop PC (w/ Monitor, Keyboard, Mouse)
1	Intel Core i5 3.1 GHz (Quad-Core) CPU
2048	MB Memory
160	GB Internal Disk
1	CD-RW/DVD-ROM Drive
1	Ethernet 10/100/1000 Mbps Adapter

## Network Services

Qty	Network 1	Disaster Fees	
		Declaration Fee <sup>2</sup>	Daily Usage
		\$3,500.00	\$600.00
	Web ReDirect Services		
1	Web ReDirect Services (5)Mbps		
	Destination(s):		
	Philadelphia, PA - (401 N Broad, 19108)		
	Dedicated Access Circuit Services:		
	Customer/Subscriber Provided Access		
1	DS-1		
	Destination(s):		
	Philadelphia, PA - (401 N Broad, 19108)		
1	Dedicated Shelf-SunGard Recovery Center: Philadelphia(401) PA. Includes: two 120V/20A power outlet and one CAT5 ethernet connection.		

\* If the configuration numbering is out of sequence, the configurations have been intentionally deleted.



**FOOTNOTES**

1. Not shippable and subject to the terms and conditions of Shared Resources.
2. If a Declaration Fee of equal or greater value is charged in association with a Center-Based or Mobile Configuration defined on this Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Solicitation

NUMBER
ISCN0003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

\*B30134126 484-582-4906  
SUNGARD AVAILABILITY SVS  
680 EAST SWEDES FORD RD  
WAYNE PA 19087

V  
E  
N  
D  
O  
R

DEPARTMENT OF ADMINISTRATION  
IS&C - DATA CENTER MANAGER  
BUILDING 6, ROOM B110  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305-0135 304-558-5914

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DATE PRINTED
08/08/2012

BID OPENING DATE: 08/30/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH DISASTER RECOVERY SERVICES PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ ISCN0003 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	484-582-2425	8-28-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SO Director	23-2106195	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

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680 EAST SWEDESFORD RD  
WAYNE PA 19087

DEPARTMENT OF ADMINISTRATION  
IS&C - DATA CENTER MANAGER  
BUILDING 6, ROOM B110  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305-0135 304-558-5914

DATE PRINTED
08/15/2012
BID OPENING DATE:
08/30/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO CLARIFY THE CONTRACT TYPE AND PRICING STRUCTURE PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		920-20		
DISASTER RECOVERY SERVICES AGREEMENT						
***** THIS IS THE END OF RFQ ISCN0003 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	2184-582-2425	8-28-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sec. Director	23-2106195	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





**SUNGARD®**  
Availability Services

PROPOSAL TO THE STATE OF WEST VIRGINIA FOR

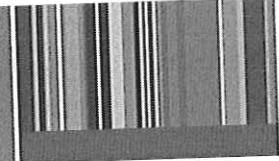
## RFQ 00518 DISASTER RECOVERY SERVICES

August 30, 2012

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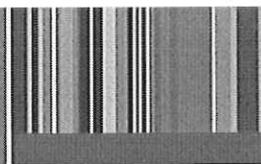
**SunGard Availability Services LP**

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Account Executive  
Wayne, PA 19087  
Tel: (484) 582-2433  
Cell: (484) 614-6162  
mark.thames@sungard.com  
<http://www.sungard.com>



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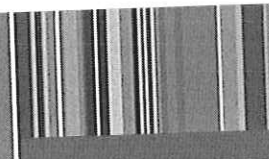
## **Confidentiality, Copyright & Trademark Notice**

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All material contained in this document is proprietary to SunGard and shall be treated confidentially by all recipients. Your acceptance of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made.

This entire RFP response is © 2012 SunGard.

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August 30, 2012

Department of Administration, Purchasing, Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

To Ms. Ferrell and the State of West Virginia RFQ Evaluation Team:

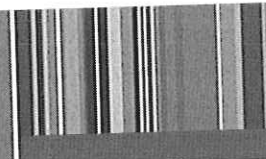
SunGard Availability Services LP (SunGard) appreciates the opportunity to present this proposal to the State of West Virginia (the State) to continue to provide Disaster Recovery Services. SunGard and the State have built a strong partnership over the last five years and SunGard is committed to continuing that partnership and working with the State to grow your Information Availability program. Our Business Continuity Services are far more comprehensive and customer focused than any other provider. Indeed, very few companies can provide such a cost effective and robust solution as proposed by SunGard.

In order to help ensure the availability of the State's critical data should disaster strike, an uninterrupted solution from a proven leader in the Business Continuity industry is required. That leader is SunGard. As the founder of the disaster recovery industry, SunGard is expertly qualified to continue to help the State implement a Disaster Recovery solution that has been refined for maximum effectiveness over our past 30+ years in the information availability business. SunGard offers flexible and scalable services built around the specific recovery time objectives (RTO) and recovery point objectives (RPO). Because of the depth of our offerings, only those services that best meet your budget and business goals are included in the proposed solution.

SunGard is a one-stop information availability provider. With a full continuum of services – from assessing availability requirements to delivering recovery solutions, to providing managed IT solutions and/or consulting services, SunGard helps customers maximize and safeguard their IT investments. We keep people and information connected 24/7 through customized enterprise-wide solutions that support critical availability requirements, and we help our customers select and blend multiple services to achieve an overall business solution tailored to address evolving customer demands for operational resilience. As a leader in information availability, we're always there with services that cover every phase of your information availability needs.

Headquartered in Wayne, Pennsylvania, SunGard has more than 2,200 employees in many locations throughout North America. SunGard is a privately-held company and an operating division of SunGard





Data Systems Inc., a global leader in software and processing solutions for financial services, higher education and the public sector. As a \$1.5 billion organization, the SunGard Availability Services group has invested approximately \$150 million/year on average back into our business to enhance our facilities, improve our services, train our professionals and develop improved ways to help ensure your information is continuously available. SunGard offers unparalleled capabilities and the ultimate in reliability for our customers. These investments have allowed us to achieve a 100% successful recovery record in supporting over 2,400 of our customers' disaster recoveries, to date. We're very proud of this achievement, as it reflects our hard work and commitment to providing the highest quality of service.

SunGard offers a comprehensive portfolio of services to address even the most demanding information availability requirements:

#### ***Managed IT Services***

SunGard's Managed IT Services combine a world-class infrastructure with unmatched technical and engineering expertise to provide our customers with a highly secure, available and redundant IT environment. We offer a wide range of services, including:

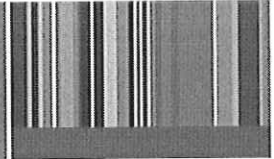
- Hosting/Colocation Services
- Cloud Computing Services
- Messaging and Collaboration Services
- Monitoring Services
- Network Services
- Replication Services
- Security Services
- Server Services
- Storage Services
- Support Services

#### ***Business Continuity Services***

SunGard's end-to-end business continuity services help ensure that your organization's systems, people and business processes are always connected —regardless of disruption. SunGard offers a multitude of business continuity services focusing on all aspects of recovery, including:

- End-User Recovery
- Mobile Recovery
- Network Services
- Systems Recovery
- Testing Services
- Vaulting and Replication Services
- Voice Recovery





### ***Consulting Services***

SunGard's Consulting Services team has unparalleled real-world experience implementing and maintaining mission-critical data and applications and uses that experience to help our customers solve the most complex business issues. SunGard offers a multitude of consulting services focusing on your business availability, information security and technology solution needs, including:

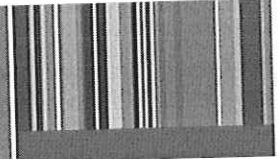
- Business Impact Analysis
- Business Continuity Planning
- Compliance Solutions
- High Availability Strategy Analysis
- Information Security Services
- IT Security Assessments

### ***Application Software Services***

SunGard offers a fully integrated, enterprise-class software suite and products to support business continuity planning, testing and notification. Business continuity management (BCM) software provides business risk assessment, continuity program development and emergency notification in the event of a disruption. The core products of the continuity management solution include:

- BIA Professional® to analyze disruption impacts and identify recovery objectives
- LDRPS® to build and maintain plans with the industry standard planning tool
- Risk Assessment to identify and measure potential threats to any location
- Vendor Assessment to simplify the process of gathering and analyzing vendor resiliency and compliance
- Work Force Assessment to provide a clear understanding of work force criticality and availability to strengthen recovery efforts
- NōtiFind® to send and receive communications whenever necessary by way of several options
- Incident Manager® Powered by WebEOC® to manage response and recovery efforts during any disruption
- PLANet® for community financial institutions to help ensure plans are constructed according to BCP regulations such as those enforced by the FFIEC and NCUA

All of our services were designed with the primary goal of keeping the SunGard Availability Services group's 10,000+ customers continuously connected to their business-critical information. Information availability is SunGard's **only** business, and for over three decades, SunGard's total focus has been, and continues to be, getting the right information to the right people at the right time. SunGard's mission is to be the partner trusted to help our customers keep their promises – providing them peace of mind. Our responsibility is significant, as we manage our customers' critical assets – *helping them keep their*



*businesses in business, every day.* With SunGard as a trusted IT partner, you can leverage our expertise to help grow revenues, reduce costs and improve your customer satisfaction.

With over five million square feet of datacenter and operations space, the SunGard Availability Services group assists IT organizations across virtually all industry and government sectors prepare for and recover from emergencies by helping them minimize their computer downtime and optimize their uptime. We help organizations maintain uninterrupted access to the information systems they need in order to do business.

Please visit the following website for further details on our North American and European facilities:

<http://www.sungardas.com/Company/InfrastructureDataCenters/Pages/InfrastructureDataCenters.aspx>

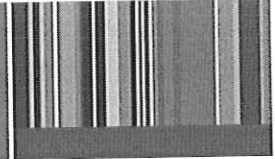
The solution proposed has been designed to cost effectively address your issues as we understand them. SunGard is unique in that we are able to utilize shared resources in conjunction with dedicated resources to provide a highly cost effective solution that meets your recoverability requirements. We look forward to conducting a future meeting with the State whereby we can use our expertise to assist the State in architecting its final, cost effective information availability solution.

SunGard is compliant with the RFP to the extent set forth in SunGard's response. All exceptions are noted in the Statement of Understanding provided in the Appendix of this response along with our financial overview and the State's current Agreement. As with any global services company with revenues in excess of \$1 billion per year, the SunGard Availability Services group may have some number of disputes that are being resolved at any particular time. This is standard operation for any large company. However, SunGard is not aware of any past or pending litigation that would impact its ability to perform all services proposed under SunGard's Agreement.

SunGard commits to continue to support our partnership with the State in meeting your business continuity and recovery objectives and will back up that commitment with responsiveness, process consistency, open communication and attention to detail.

Warm Regards,

**Mark Thames**  
Account Executive



## Section 1 – Executive Summary

---

### The Solution: Innovative Services to Address the State of West Virginia's Critical Requirements

#### Mainframe

When you need to recover distributed systems, servers or mainframes, count on SunGard's Systems Recovery. As one of the recognized industry leaders, we offer all the server and storage technologies needed to get you back in business following any data-center disruption. And, everything is backed by our industry-leading infrastructure, as well as, teams of skilled personnel who help support you every step of the way. From planning and testing to restoring your operating systems, applications and data, you can trust SunGard Systems Recovery for

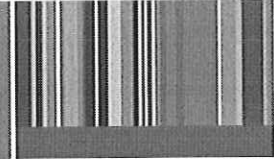
**More choices.** SunGard is platform-independent. We support virtually every type of major platform, and the associated operating systems, in use in enterprises around the world, including: IBM®, UNIX®/AIX® servers, HP®, Windows® servers OS, and Sun® Microsystems' Sun Fire™. There's also provisioning for the business critical midrange equipment you have in place.

**Faster, more efficient recovery.** With more than 2,300 successful recoveries under our belt, SunGard has all the pieces in place to help you get up and running following a disaster. You can tap into our highly secure and reliable infrastructure that includes the most advanced server, disk and tape technologies, hardened facilities and redundant connectivity via the 25,000-mile SunGard Global Network. And with stringent physical security measures in position, our facilities are also some of the safest places to access your hardware and information.

**Greater flexibility.** With SunGard, you're not restricted by location. You can have a platform shipped to the site of your choice or contract for one of more than 30 mobile recovery units, ready to roll and equipped with all the technical and business resources required to restore your systems. Even testing can be handled remotely.

**Lower Total Cost of Ownership.** SunGard offers reliability, redundancy and security—at a cost that can be less than doing it yourself. Consider that upgrading your data center, and doing it twice for redundancy, takes time, money and trained resources. We've made—and continue to make—multimillion dollar investments annually in leading server and other technologies as well as in trained staff. You get the most advanced capabilities without the capital expense.

#### Mid-Tier Recovery



SunGard's **Managed Recovery Program (MRP)**, a foundational service, is offered to ensure the State can recover critical infrastructure, systems and application data, in required timeframes. MRP is a 'time of disaster' service where we demonstrate our execution prowess and service level agreement capabilities through testing. When you contract for MRP, the restoration, recovery and/or failover activities are assumed from time of invocation (or test commencement) by our resident engineers and operations staff at the Recovery Facility.

The Program is predicated on conducting a collaborative onboarding process to ensure roles, responsibilities and expectations (SLA's) are clearly delineated, documented as part of the "runbook" and maintained through a formal change and configuration Lifecycle management process. The Managed Recovery Program includes:

**A dedicated Service Delivery Manager (SDM)** who is assigned to your organization and works seamlessly with your staff to co-ordinate the day-to-day readiness and active maintenance and management of your execution capabilities

**Recovery Procedure Documentation.** SunGard's MRP team collects and documents/refines information about the customer's production networks, operating systems, databases and applications. This process identifies requirements to restore systems from backup files. SunGard will create/refine restoration procedures that will restore the OS and application from the last known backup. The MRP team will then work with the customer to determine any additional steps to recover and start the applications

**Recovery Procedure Execution.** SunGard executes the recovery procedures at time of disaster and/or test based on the recovery procedure documentation that is developed to restore the customer's network, OS, backup environment, and application data. SunGard also executes the scripts included in the procedures to start applications, as mutually defined and agreed to

**Test Management.** The **SDM** serves as the liaison between the customer and the SunGard recovery team, and is responsible for coordinating test planning, test execution, test monitoring, and post-test reporting activities.

**Recovery Life Cycle Management.** SunGard helps to identify changes in the customer's production environment that may impact disaster recovery procedures and configurations. The SDM works with the customer's change and infrastructure management teams to ensure that changes to the production environment are identified and documented, at the pace and cadence deemed necessary by the customer.

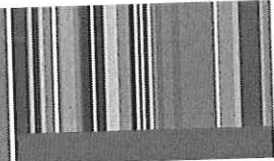
#### Facility

SunGard's facilities are at the industry forefront. Each hosting facility features raised floors, redundant power, redundant carrier-neutral network services, early warning fire detection systems, extremely

**Response to Request for Quotation for Disaster Recovery Services, RFQ 000518**

**Prepared for the State of West Virginia**

**SUNGARD CONFIDENTIAL AND PROPRIETARY**



high levels of physical and network security, and consistent environmental controls. With a staff of responsive operations professionals monitoring your systems, you are assured of world-class attention for your applications.

For the purposes of this engagement, we are proposing that the State continue to leverage our Philadelphia Data Center as your primary facility.

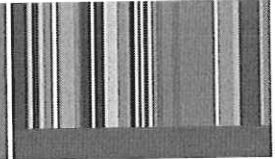
This facility features raised floors, redundant power, redundant carrier-neutral network services, early warning fire detection systems, high levels of building and network security, and consistent environmental controls. With a staff of skilled operations professionals monitoring your systems and providing expert operational support for your equipment, you are assured of world-class attention for your applications.

#### **Next Steps: Review, Discuss and Evaluate**

SunGard is eager to work with the State to develop this important project. We believe you will find the information provided in the following pages useful in your evaluation. We welcome the opportunity to meet with the State to review the services provided in this RFP response, discuss possible additional requirements, and help you evaluate your service options more effectively. We also invite the State to tour the proposed facility and our Service Desk in Denver, Colo., to ensure your questions are fully answered.

Please let your Account Executive, Mark Thames, know if you require additional information. We look forward to the opportunity to continue to work with the State of West Virginia as your long-term partner in this initiative.





## Section 2 – Response to General Specifications

---

SunGard acknowledges all information presented in Sections 1-3 of the RFQ and will comply.

### Response to General Specifications

4.1 The Vendor shall make an alternate processing facility / disaster recovery center available to the Agency for use in scheduled disaster recovery testing and, immediately, in the event of an Agency-declared disaster.

SunGard Response: SunGard acknowledges and complies. SunGard is recommending that the State continue to use our Philadelphia facility located at 401 N. Broad Street to serve as the State's testing and recovery facility.

4.2 Recovery services in support of the Agency shall be concentrated at a single recovery center. The recovery center shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305.

SunGard Response: SunGard acknowledges and complies.

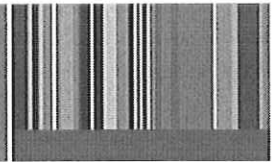
4.3 The Vendor shall maintain technical compatibility with the Agency as the Agency upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ.

SunGard Response: SunGard acknowledges and complies

4.4 At no additional cost, the Agency shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section 4 of this RFQ), for up to 80 hours each year, in order to test its disaster procedures. The Agency anticipates performing one inclusive test each calendar year, but it reserves the right to perform multiple tests. In either case, the total test-time will not exceed 80 hours a year.

SunGard Response: SunGard acknowledges and will comply.

4.5 The Agency will consult with the vendor in scheduling test time. The Vendor shall provide the Agency with a scheduled block of test time within 30 days of Agency request. The actual test shall start no less than 60 days thereafter, in order for the Agency to have time to prepare properly. The Agency's



testing shall include, but not be limited to: loading and testing the Agency's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, and communications testing.

SunGard Response: SunGard acknowledges and will comply.

4.6 Immediately upon the conclusion of each of the agency's tests and actual disaster recovery events, the vendor shall perform a minimum initialization of the Direct Access Storage Device (DASD) volumes that were used by the Agency. If the agency requires a more thorough erasure of its data from DASD, the Agency will be responsible for performing the task, and will perform it after each test (within the 60 hour window) or immediately upon the conclusion of any actual disaster recovery event.

SunGard Response: SunGard Mainframe operations, will, at the end of the test, on SunGard time, run the ICKDSF INIT utility to basically put the VTOC and VOLSER back to the SunGard standard.

While it is true that the data is still there, it is unusable by any *normal* method.

If a the State chooses to run a "scrub" utility, like Stand-Alone Edit (from New Era Software), this process is done on the client's test time as this could take about 8 hours depending on how much DASD they had.

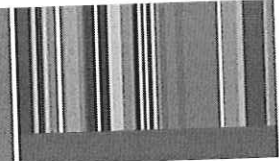
If any of the DASD that was used was converted to a different model (from its base) for the State's test, it could be converted back to its base configuration after the test. If this happens, then the array would get reformatted to the base model and at that point it would be scrubbed similar to running the utility above.

4.7 The Vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the Agency in the planning of tests, and during events at the recovery facility. The same support shall be available to the Agency 24/7 during tests and customer-declared disasters.

SunGard Response: SunGard acknowledges and complies.

The State will be supported by the following SunGard personnel.

Account Management Support for the State



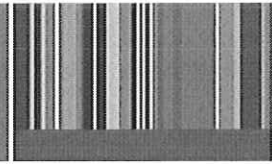
- The **Account Executive (AE)** is responsible for the initial engagement and ongoing program success the State , as well as:
  - Defining the pre-RFQ response strategy to identify, recommend and deliver an effective disaster recovery solution
  - Helping to ensure contract compliance
  - Maintaining the continued viability of the customer's disaster recovery program capabilities
  - Maintaining accessibility to the customer via phone, e-mail, voicemail or cell phone

The AE for the State is Mark Thames who is located in Wayne, PA.

- The **Solutions Engineer (SE)** is responsible for identifying and developing customized disaster recovery solutions for the State as well as:
  - Providing pre-sales and post-sales technical support to the AE to help ensure that the State requirements are being addressed
  - Participating in solution meetings and providing feedback on the technical feasibility of the proposed solution
  - Gathering specific technical requirements from the State
  - Performing contract maintenance for the State recovery schedule
  - Serving as the primary contact for the State technical requirements

The SE for the State is Barry Paddack who is located in Irving, TX.

- The **Technical Test Coordinator (TTC) (Formerly Customer Care Specialist )** is the primary contact for all the State related issues regarding the your disaster recovery program, as well as:
  - Coordinating the State 's life cycle management
  - Acting as the single point of contact before, during and after testing and at time of disaster
  - Coordinating the State training workshops
  - Introducing the State to processes and tools, such as the disaster hotline, the customer portal, and testing procedures
  - Participating in crisis management drills and live events
  - Serving as the primary escalation point for service-related issues
  - Acting as the State advocate, empowered to make prompt decisions and escalate issues for immediate resolution



- Maintaining contract compliance on behalf the State
- Responding to operational questions
- Serving as the liaison between the State and SunGard personnel
- Handling special service requirements

The TTC for the State is Wayne Martin who is located in Phila., Pa.

#### **Resource Management / Test Set-up Support**

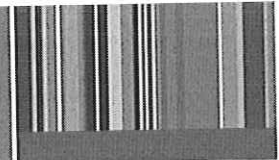
Prior to testing, **SunGard's Resource Management Team** will work with the State to coordinate and schedule tests and will reserve the necessary facilities and hardware/network for testing. The SunGard Resource Management team includes the following key personnel:

- The **Resource Analyst** is the main contact for scheduling tests and is responsible for allocating all hardware and facility resources. Requests for test time can be made by calling our toll-free resource management hotline.
- The **Manager and Senior Director** within Resource Management may be utilized by the State on an as-needed basis to help resolve unusual situations or requirements as they relate to test scheduling.
  - During each test, SunGard's support staff shall provide reasonable supplies and support as needed, subject to availability.

#### **Mainstream Operations Team**

SunGard's mainstream operations team is the production side of operations. They are the front line staff who provides technical support to our customers during testing or at time of disaster. The SunGard test and disaster support team includes the following key personnel:

- The **Recovery Specialist (RS)** is the first level of technical support for hardware and operating environment problems, assigned to the customer during testing and at time of disaster. Other responsibilities include:
  - Welcoming the State staff and familiarizing staff with the SunGard facility amenities
  - Training the State 's staff on how to operate the system console and other system resources, as needed
  - Providing support to the State for remote testing
  - Restoring and executing the specified SunGard system prior to the the State arrival at our facility
  - Maintaining accessibility via phone, e-mail or voicemail to answer any questions pertaining to the SunGard configuration or facilities



- The **System Engineer (SE)** is the second level of technical support for hardware and operating environment problems, is assigned during testing and at time of disaster. Other responsibilities include:
  - Coordinating an effective methodology to bring up the State 's systems within the SunGard configuration
  - Developing and maintaining directories to run the State 's operating environment transparent to the SunGard configuration
  - Pre-testing the State 's operating system and communications software
  - Assisting the State 'a staff with any software problems they may encounter
- The **Datacom Engineer (DCE)** is responsible for establishing network connectivity during testing and at time of disaster and assisting with troubleshooting activities. Other responsibilities include:
  - Implementing the network solution developed by the State 's staff and SunGard's Network Design Engineers
  - Pre-testing the State communication equipment and circuits
  - Developing and maintaining patching instructions for the State 's backup network
  - Troubleshooting line and equipment problems and coordinating with the appropriate vendors
  - Assisting the States' telecom staff to help ensure that proper connections are established from SunGard to the State remote location(s)

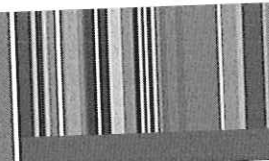
#### **Service Desk: Crisis Management Support**

In the event our customers need to alert SunGard of a potential disaster or declare a disaster the Service Desk is the place to start. The Service Desk is located in Thornton, Colorado, and is the central point of contact for all customer communication. Calls and emails received by the Service Desk are recorded and monitored for quality assurance.

If a disaster declaration is invoked, the Crisis Management Team will take the necessary steps to keep your people and information connected by reviewing the Disaster Declaration Authorization form, contracted configurations, expected arrival times at the recovery facility and if applicable, shipping arrangements for any mobile equipment required, to help ensure a smooth recovery of your IT environment is accomplished.

4.8 The Agency will ship a router to the vendor after award of bid. The Vendor shall install the router, house it in a secure cabinet, and ensure that it remains fully operational at all times. At the time of a scheduled disaster recovery test or declared disaster, the Vendor shall connect the Agency's router





to the vendor's router. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.

SunGard Response: SunGard acknowledges and will comply.

4.9 The recovery center shall feature uninterruptible power supply (UPS) units, batteries, diesel generators, redundant transformers, redundant chillers/air conditioners, smoke and water detectors, fire suppression systems, 24-hour guard service, and closed circuit TV monitoring.

SunGard Response: SunGard is recommending that the State continue to utilize our Philadelphia facility. This facility meets all of the requirements outlined above. Please refer to Section 7 of this response, "Proposed Facility Specifications" for details.

4.10 The Vendor shall provide the Agency with office facilities during testing and disasters. The facilities shall be located at the recovery center and shall include at least 600 square feet of office space, chairs, work surfaces, terminals connected to the recovery CPU, at least six (6) telephones connected to long-distance service, a printer, and Internet access.

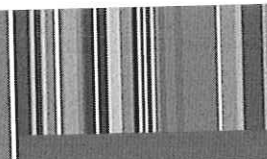
SunGard Response: SunGard acknowledges and will comply.

4.11 The Vendor shall have at least three (3) years of experience in assisting clients in recovering IBM mainframe-based applications at its recovery center(s).

SunGard Response: SunGard is the industry leader in disaster recovery. SunGard has conducted over 180,000 tests and has an achievement of a 100% successful recovery record in supporting over 2,400 of our customers' disaster recoveries, to date. We're very proud of this achievement, as it reflects our hard work and commitment to providing the highest quality of service.

4.12 The Vendor shall provide an overview of the its proposed recovery center. The overview shall include at least a written description of the facility, and should include photographs of the facility; driving directions to the facility from the Agency's site at 1900 Kanawha Boulevard East, Charleston, WV; driving directions to the facility from nearby airports; and a map(s) indicating the location of the facility, recommended routes, and nearby lodging

SunGard Response: SunGard acknowledges and complies. Please refer to Section 7 of this response, "Proposed Facility Specifications" for details.



## Section 3 – Response to Pretest Specifications

5.1 At least two weeks prior to the start of disaster recovery tests, the Vendor shall provide the Agency with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the Agency, remotely, in preparation for the test, and at the recovery center during the test. The Vendor shall also indicate who will be available to provide similar assistance to the Agency, at the recovery site, during hours outside of prime shift (8:00 a.m.- 5:00 p.m.) and shall provide similar contact information for those individuals.

SunGard Response: SunGard acknowledges and will comply.

5.2 **MODEM TEST** Approximately 12 hours prior to a scheduled disaster recovery test, the Vendor shall work with the Agency's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the Agency's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the Agency remotely configures the T-1 interface of the router located at the recovery center.

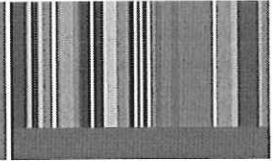
SunGard Response: SunGard acknowledges and will comply.

5.3 **T-1 TEST** At the start of the disaster recovery test, the Agency and the Vendor shall work together to establish connectivity between the Agency's data center and the Vendor's router. During the entire testing period, the Vendor shall provide modem connectivity into the router located at the recovery center.

SunGard Response: SunGard acknowledges and will comply.

5.4 After the conclusion of the disaster recovery test, the Vendor shall save the Agency's router settings. The Vendor shall load the configuration during the Agency's next mini-test, disaster recovery test, or Agency-declared disaster.

SunGard Response: SunGard acknowledges and will comply.



## Section 4 – Response to Bid Evaluation

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The Vendor should complete the attached bid evaluation page and include it with the bid response.

The Monthly Subscription Cost shall be based on the requirements identified in Sections 3 and 4 of this RFQ.

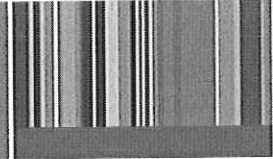
The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For bid preparation purposes, the Vendor shall assume that the Agency will declare one disaster during the initial 12 months of the contract.

Recovery Daily Usage Charge shall include all costs for the Agency to use the recovery center in the event of an Agency-declared disaster or Agency test. For bid preparation purposes, the Vendor shall assume that the Agency will need to use the recovery center for three (3) days, during the initial 12 months of the contract, to recover from an Agency-declared disaster.

The Vendor shall provide the cost, if any, of installing and housing the Agency-supplied router referred to in Section 4, item 8, above.

Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense

**SunGard Response:** SunGard acknowledges the information provided above, and will comply.



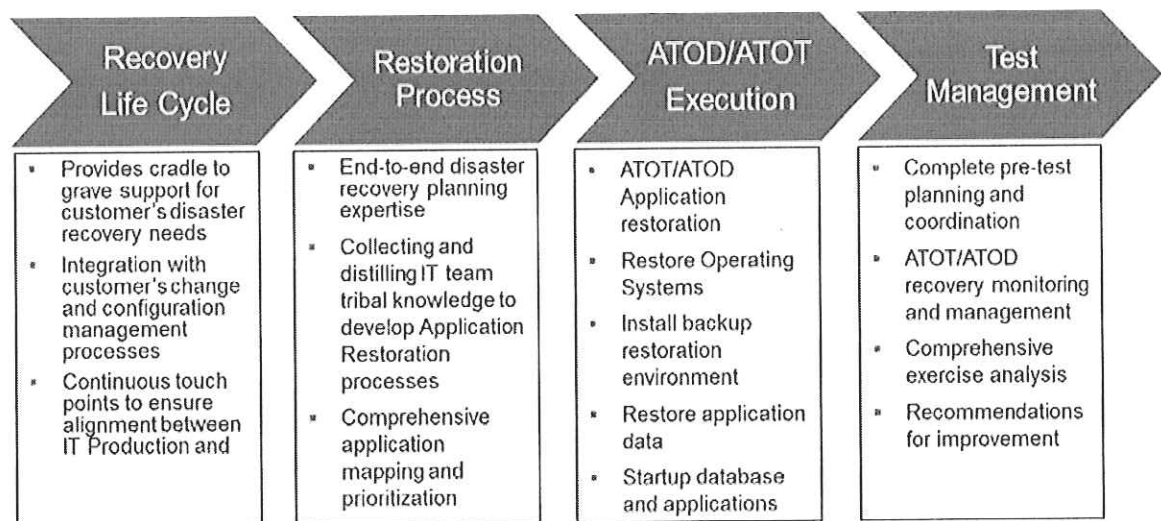
## Section 5 – Optional Services

### *SunGard's Managed Recovery Program*

SunGard's Managed Recovery Program (MRP) delivers an enhanced technology recovery solution; ensuring customers can recover critical systems and application data from unplanned disruptions or disasters. SunGard's Managed Recovery Program provides complete Recovery Life Cycle Management that integrates several of SunGard's Recovery Services to deliver a comprehensive Managed Recovery solution.

#### **Application Availability – Managed Recovery Program**

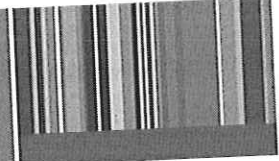
*Outsourced DR solution for dedicated, shared and tiered environments*



The Managed Recovery Program facilitates the cohesive delivery of service across SunGard's Recovery Services Portfolio. The Managed Recovery Program provides the processes, procedures and resources to deliver a complete Outsourced Disaster Recovery solution.

#### **General Overview**

SunGard's Managed Recovery Program provides focused resources that work with the customer to maintain Recovery Configurations and Recovery Procedures. During a disaster customers are able to focus their efforts and resources on issues related to personnel and facilities at the location of the disaster. SunGard's Managed Recovery team will recover the customers systems and application data (as outlined in Recovery Procedures). This leads to a more expedient return to normal operations for the



customer; while also ensuring operations continue. ATOT/ATOD the customer is able to focus on synchronization, application validation and end-user verification.

#### **Delivering value to SunGard Customers**

SunGard's Managed Recovery Program will improve the recoverability of customers who have complex IT environments with limited resources to design, implement, and maintain an effective disaster recovery plan. The typical Customer has several of the following traits:

- Limited or no Recovery Change Management
- Production changes are not synchronized with recovery configurations and procedures
- Changes to DR configurations are typically an after thought
- ATOT/ATOD DR configurations and Procedures are not in sync with product

#### **Questionable Staff availability**

- Would like to eliminate or reduce travel costs At Time of Test
- IT staff may not be capable of being onsite at a SunGard facility At Time of Disaster
- Needed at site of disaster
- Will not leave family
- DR staff usually wearing multiple hats

#### **Limited Staff skill set**

- Limited skill set to restore applications and business processes
- Limited skills and focus to develop restoration processes and procedures
- Failed last test or took longer to restore than expected

#### **Target customer Information Technology profile**

The Information Technology environment for this customer can be slightly complex to very complex. These organizations typically expend considerable resources on Business Continuity Planning and Disaster Recovery Testing.

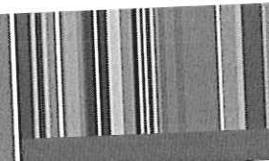
- Open to outsourcing DR
- DR is viewed as a must have
- Has Disaster Recovery Budget
- Hotsite
- Co-Location with dedicated Hardware
- 1 or 2 Data Centers
- COTS and Custom Applications
- Limited IT staff for DR
- Has change management process

#### **Benefits of the Managed Recovery Program**

By subscribing to SunGard's Managed Recovery Program the customer will:

**Response to Request for Quotation for Disaster Recovery Services, RFQ 000518**  
**Prepared for the State of West Virginia**  
**SUNGARD CONFIDENTIAL AND PROPRIETARY**





- Improve recoverability
- Programmatic approach to recovery
- Proactive recovery configuration and procedure management
- Dedicated event management ATOT/ATOD
- Improve Recovery Time Objectives
- Proven recovery expertise
- Depth of recovery technology knowledge and best practices
- SunGard dedicated technical support to initiate recovery ATOT/ATOD
- Enhance IT staff productivity
- Mitigate dependency of staff ATOT/ATOD
- Reduce staff requirement to maintain recovery procedures
- Reduce staff effort related to test planning

SunGard invites the State to review the MRP Service Overview below:



SG Managed  
Recovery Program\_S

## 1 SERVICE OVERVIEW

SunGard's Managed Recovery Program (MRP) delivers an enhanced technology recovery solution; helping to ensure customers can recover critical systems and application data from unplanned disruptions or disasters. SunGard's Managed Recovery Program provides complete Recovery Life Cycle Management that integrates several of SunGard's Recovery Services to deliver a comprehensive Managed Recovery solution. This includes a programmatic approach to deliver:

- Recovery Procedure Documentation;
- Recovery Procedure Execution;
- At Time of Test (ATOT)/At Time of Disaster (ATOD) Recovery Management; and
- Ongoing Recovery Life Cycle Management

The Managed Recovery Program is delivered by SunGard's Managed Recovery Services team.

**Recovery Procedure Documentation** – Is the process by which SunGard's Managed Recovery team collects and documents information about the customer's production Networks, Operating Systems, Databases and Applications. This process identifies requirements to restore systems from backup (Tape, Disk, Images, etc...). This includes identifying IP Addresses, OS Version, OS Patch Levels, Backup Software Type and Backup Configuration (backup server, tape drives, catalog server). The Managed Recovery Team will create restoration procedures that will restore the Operating System and application data from the last known good backup. The Managed Recovery Team will assist the customer in adding additional steps to the recovery procedure to recover and start applications. (For more detail see the "Recovery Procedure Documentation Service Description".)

**Recovery Procedure Execution** – Is the execution of the Recovery Procedures At Time of Test/At Time of Disaster. SunGard's Recovery Services team will execute previously provided recovery procedures. This includes procedures to restore the Network, Operating System, backup environment and restore application data from backup. The team will also execute any scripts included in the procedures to start applications. However, the customer must be available (on-site or remotely by telephone) to support this process in the event the Recovery Services team encounters a problem executing application startup procedures. (For more detail see the "Recovery Procedure Execution Service Description".)

**Test Management** – The Service Delivery Manager coordinates service delivery to include test planning, test execution, test monitoring and post-test reporting. Recovery Management services are administered by resident SunGard resources. Test Management helps ensure successful restoration of the customer's environment, At Time of Test and At Time of Disaster. The Service Delivery Manager manages the recovery workflow/timeline, communications and escalation. The Service Delivery Manager works with the customer and SunGard Recovery Services team after each test to review and analyze lessons learned and identify gaps.

**Recovery Life Cycle Management (RLCM)** – Integrates with a customer's production change and configuration management practices and procedures. RLCM is the process by which SunGard identifies changes that will impact disaster recovery procedures and disaster recovery configurations. This integration is achieved by assigning a Service Delivery Manager (SDM) that works with the customer's Change and Infrastructure Management teams. The Service Delivery Manager works with the customer to help ensure changes to the customer's production environment are identified and documented. The Service Delivery Manager will notify the customer when changes to recovery procedures and recovery configurations are required based on the information provided by customer's change and infrastructure management teams. Before changes are made the customer has to review and approve changes. The Service Delivery Manager will also deliver reports, periodically and after each Disaster Recovery test, that communicate status of the Recovery Program. (For more detail see the "Recovery Life Cycle Management Service Description".)

## 2 NOTES AND LIMITATIONS

### 2.1 Work Product & Document Management

All developed work products that require ongoing maintenance will be jointly managed by the Customer and SunGard, and published to SunGard's Recovery Services Portal. Published documents will require mutual acceptance and validation by the Customer's Disaster Recovery focal points, SunGard's Service Delivery Manager, and any applicable Managed Recovery Service team members.

### 2.2 Escalation Management

All escalation and service delivery issues will be the responsibility of the Service Delivery Manager. Corrective actions will be jointly discussed with key stakeholders from the Customer's organization and the SunGard account team, prioritized and implemented.

### 2.3 Application and Database Support

Due to the customizable and complex nature of various database and application layers within the Customer's environment, it is required that the Customer provide ongoing direct access to representatives (Customer, third party or otherwise) that have detailed knowledge of the target applications, how they are configured within the Customer's environment, how they should be recovered and restored and any other changes thereto. This will help ensure that the Customer's recovery objectives are met. SunGard should be viewed as an enhancement, not as a replacement for customer's existing representative. In addition, the Customer must provide SunGard access to the data required for application restoration.

### 2.4 Limitation of Scope

The Managed Recovery Program will be delivered only for the Customer's network and those applications and server hardware configurations specifically noted in the Schedule. It will also be delivered for virtual machines (VMs) installed on the aforementioned server hardware and their individual configurations, which will also be specifically noted in the contract. No hardware platforms or VMs should be assumed to be in scope because of a dependency between platforms. The addition of systems or VMs not specified in the Schedule will require an addendum to the Schedule.

### 2.5 Services outside of scope

The following services are outside the scope of the Managed Recovery Program. These services may be delivered by SunGard's Consulting Services team.

- Business Continuity Plan Development
- Business Impact Analysis
- Technology Recovery Plan
- Backup Recovery Assessment
- Data Protection Assessment

### 3 STAFF ROLES AND DELIVERABLES

#### 3.1 SunGard Staff

- Service Delivery Manager
- Recovery Manager/Test Manager
- Recovery Specialist
- Customer Service

#### 3.2 Customer Staff

- Disaster Recovery Coordinator
- Network Engineer
- Systems Administrator
- Backup Administrator
- Database Administrator
- Application Subject Matter Experts (SME)

#### 3.3 Deliverables

- Recovery Procedures
- Recovery Management At Time of Test and At Time of Disaster
- Recovery Procedure Execution
- Post-test Reporting
  - Detailed review of test activities
  - Gap analysis (Recovery Achieved versus Recovery Objectives)
  - Recommendations for improvement
  - Remediation plan
- Maintain Recovery Procedures
- Maintain Recovery Configurations
- Program status reporting (monthly and quarterly)
- Maintain recovery schedule/contract

### 4 ACTIVITY AND RESPONSIBILITY MATRIX

The Managed Recovery Program relies on participation from the customer throughout the life of the program to help ensure success. The Activity and Responsibility Matrix included herein defines the activities and ownership of those activities.

The matrix uses:

- "O"= **Owner** to signify this party owns and is responsible for that activity and its deliverables.
- "C" = **Contributor** to signify the party is major contributor to the activity and must participate to be successful
- "I" = **Informed** to signify this party must be notified and/or informed of the activity and its deliverables

O=Owner of the activity C=Contributor to the activity I=Informed of results of the activity

Activity	SunGard	Customer
<b>4.1 Recovery Life Cycle Management (and Kickoff)</b>		
Identify Customer working level single point-of-contact (SPOC) to interface with SunGard's Service Delivery Manager	I	O
Assign Customer technical team members responsible for providing solution-specific information and documentation	I	O
Establish configuration synchronization checkpoint schedule (monthly and quarterly)	O	C
Assess achievements / progress against business continuity objectives on a scheduled basis	O	C
Update and review recovery priorities on a regular basis	C	O
Review SOW / service description, contracts, roles and responsibilities on a scheduled basis	O	C
Develop Managed Recovery Program objectives, goals, project plan and timelines	O	C
Review business mission-critical and time-critical priorities (RTO / RPO understanding)	O	C
Amend recovery Schedule to reflect hardware changes based upon configuration synchronization and/or post-test results	O	C
Review, approve and execute amended contract document	I	O
<b>4.2 Recovery Procedure Documentation</b>		
Conduct workshop to obtain technical specifics for the recovery of the Customer's operating systems and data (IP addresses, disk volume sizes, OS patch levels, etc.)	O	C
Document applications and their priorities	C	O
Identify each application's primary and secondary dependencies (hardware, network, services, software, OS, service pack levels, license keys, etc.)	C	O
Determine hardware, network, and data priorities, and order of recovery	C	O
Confirm production hardware requirements against contracted recovery configuration	O	I
Review and document current backup (replication) infrastructure	O	C
Document data sources and how they are currently backed up	O	C
Make agreed upon changes to backup environment (e.g. hardware, backup / replication processes)	I	O

*This document is to be used in conjunction with the SunGard Availability Services Master Services Agreement ("MSA" and the Recovery Services Exhibit).*

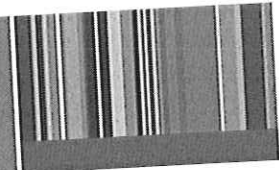


Make any necessary hardware and configuration changes to Schedule	O	C
Review recovery strategies, identify gaps, provide best practice recommendations	O	C
Develop initial drafts of recovery procedures for OS and data recovery	O	C
Develop database recovery procedures	O	C
Develop application recovery procedures	I	O
Develop network recovery processes and procedures	C	O
Review OS and data recovery procedure drafts with Customer, and update based upon feedback	O	C
Develop user testing and validation criteria / process	I	O
Execute and validate recovery procedures at next scheduled test	O	C
Update OS, data and network recovery procedures based on test results	O	C
Update application recovery procedures based on test results	C	O
Review, approve and execute amended contract document	I	O
<b>4.3 Test Management</b>		
Identify test objectives (RTO / RPO), scope and success criteria	C	O
Schedule test(s)	C	O
SunGard Resource Management allocates required space and hardware, and sends confirmation letter	O	I
Approve "confirmation letter" for match to requirements	C	O
Document and communicate identified test objectives, scope, and success criteria from Customer's input	O	C
Ensure reserved hardware meets Customer configuration requirements, adjusting as necessary	O	C
Identify and review previous issues, recommendations and status of mitigation actions	O	C
Determine recovery test date (primary, alternate)	C	O
Develop and communicate test preparation plan, timeline, and milestones	O	C
Schedule / conduct internal Customer meetings	O	C
Identify and communicate all SunGard resource roles and responsibilities for Test Preparation and Execution	O	I
Identify and communicate all Customer resource roles and responsibilities for	I	O

*This document is to be used in conjunction with the SunGard Availability Services Master Services Agreement ("MSA" and the Recovery Services Exhibit).*

Test Preparation and Execution		
Identify requirements; schedule and coordinate application, Business Unit, and third party vendor participation	C	O
Manage Customer logistics (travel, site access, tape shipment, etc.)	C	O
Set up and validate "hot site" hardware, network, and storage to match customer requirements	O	I
Validate "hot site" connectivity to AdvancedRecovery® solution	O	I
At start of test hold brief test kick-off review	O	C
Manage recovery process based on previously defined priorities	O	C
<b>4.4 Recovery Procedure Execution</b>		
Activate recovery site's network	O	C
Activate Wide Area Network	C	O
Recover data restoration environment (e.g. TSM/Netbackup)	O	C
Execute procedures for OS, application and data recovery	O	C
Validate recovery completion and perform end-user testing	I	O
Serve as single point-of-contact for SunGard escalations, issue prioritization and resolution	I	O
Second-level support	I	O
Perform SunGard status reporting and update activity logs	O	I
Notify Customer of progress and any issues	O	I
Notify SunGard of Application Recovery progress and any issues	I	O
Customer issue prioritization and resolution	C	O
Capture any required changes to recovery documentation	O	C
Perform disk erasures (as applicable)	C	O
At end of test, perform infrastructure cleanup	O	C
<b>4.5 Post Test Reporting</b>		
Collect Customer testing notes	O	C
Create Customer generated post-exercise summary	I	O
Create consolidated SunGard post-test report containing RTA / RPA, issues, proposed resolutions and improvement opportunities	O	I

Deliver SunGard post-test report prior to review meeting	<b>O</b>	<b>I</b>
Conduct post-test debriefing to review consolidated SunGard post-test report, test-specific objectives, lessons learned and recommendations	<b>O</b>	<b>C</b>
Establish plan and milestones for resolving issues	<b>O</b>	<b>C</b>
Measure progress against program objectives	<b>I</b>	<b>O</b>



## ***SunGard's Recover2Cloud***

For more than 30 years, SunGard Availability Services has been managing recovery within complex environments. The diversity of our customer base stands proof for the value we deliver. Today more than 9,000 companies globally choose SunGard to ensure the availability of their business-critical applications, including more than 3,000 Small Enterprises and 70% of the Fortune 100 companies

Organizations need disaster recovery, but can't always afford the setup and maintenance of a standby recovery site. Even leveraging shared, physical infrastructure components, which can deliver 30 – 60% cost savings when obtained from SunGard, can't match the efficiency of shared cloud infrastructure.

New secure cloud technology has mitigated long-standing security concerns, and has enabled viable applications recovery using a shared enterprise cloud environment.

SunGard Recover2Cloud (R2C) services provide fully-managed recovery of applications and data on a secure, enterprise-class cloud platform. Similar to more traditional SunGard recovery options, these cloud-based services help reduce business risk and lower administrative and recovery costs. In addition, they deliver fully-managed testing and recovery, incorporating SunGard's process expertise in a suite of simple, turn-key solutions.

### **R2CLOUD ADVANTAGES**

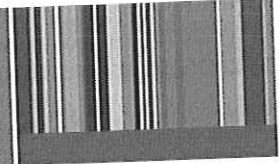
- Fully-managed recovery process
  - Enterprise-class cloud infrastructure
  - Elastic on-demand scalability of networks, storage and compute capacity
  - Subscription-based OpEx model
- Dedicated, shared, or hybrid infrastructure
- Modern data protection
- Multiple availability options, enabling a tiered recovery strategy based on the business value of specific applications and data

### **ADDING MODERN DATA PROTECTION TO CLOUD FOR BETTER RECOVERY RESULTS**

SunGard offers Recover2Cloud solutions packaged with server replication, storage replication and vaulting protection — so you can select the availability level that matches the value of individual applications to your business.

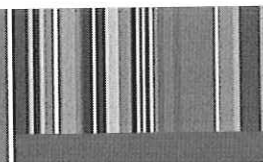
Select from these Recover2Cloud solution offerings:

Response to Request for Quotation for Disaster Recovery Services, RFQ 000518  
Prepared for the State of West Virginia  
SUNGARD CONFIDENTIAL AND PROPRIETARY



- **Recover2Cloud for Server Replication** –packaged with asynchronous server-based replication and managed end-to-end to deliver recovery of Windows and Linux applications at sub-4 hour recovery times; built-in Continuous Data Protection enables restoration to any point in time within a three-day timeframe prior to the outage
- **Recover2Cloud for Storage Replication** –incorporating several popular storage replication technologies and managed end-to-end to deliver recovery of large-scale virtual applications environments at sub-12 hour recovery times
- **Recover2Cloud for Vaulting** –packaged with online backup and recovery services, managed end-to-end to enable assured restore of data from your online vault together with applications recovery at sub-24 hour recovery times





## Section 6 – Additional Services

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### *SunGard Consulting Services*

The State could realize significant value by leveraging the expertise of **SunGard's Consulting Services**. SunGard Availability Consulting delivers expertise to our customers based on the thousands of customer engagements that have been supported over more than 30 years. Consulting expertise is at the heart of all our services, with experts aligned to help organizations get your availability program started, or to take it to a new level of best practice. We organize these professionals within four practices within the Center of Excellence (CoE), leveraging the skills of our most experienced architects to respond to changing marketplace conditions.

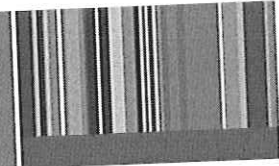
The BC/DR practice helps organizations understand where they are on the Information Availability maturity curve, so that they can build effective programs that deliver resilience in a cost-effective manner. SunGard provides significant experience and expertise to help organizations assess, design, build and continually improve their capabilities to identify and mitigate business continuity risks.

For enterprises that need assistance with consolidating data centers, developing a technology migration (or move) path, or understanding how best to leverage new technology – such as virtualization – in their organization, the **Data Center & IT Services practice** brings the 10+ year experience of moving thousands of systems to your project team.

Changing threats and increased dependence on automation raises the bar for hardening systems, which is at the core of the **Information Security practice** activities. Organizations small and large rely on SunGard to assess their capabilities and help them to build programs that protect their data while meeting compliance requirements.

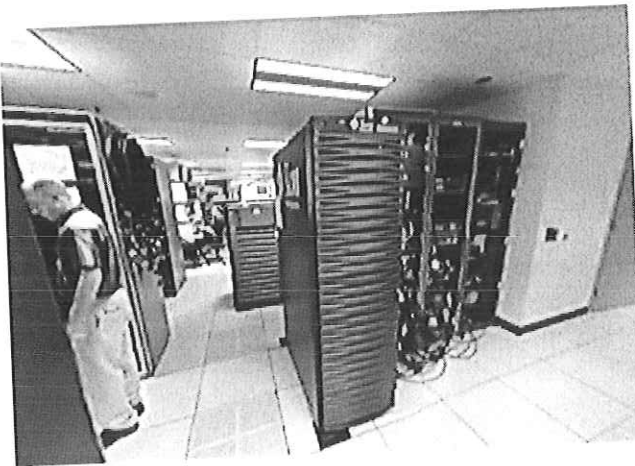
Storage remains an area of significant investment in every data center. The **SunGard Storage practice** helps customers save – and reduce investments – while focusing on resilient storage with improved utilization and performance to help ensure restoration capabilities.

SunGard's consulting methodology is made up of five key steps: Evaluate Architect, Implement, Activate, and Sustain. All of SunGard's consulting services engagements can be mapped back to align with one of these five steps. Our consultants also provide services that take a full program approach and cover all of these steps across our three practice areas. SunGard looks forward to working with the State to define the areas in which we can assist your organization in the most impactful way.



## Section 7 – Proposed Facility Specifications

### SunGard's Philadelphia MegaCenter



**Physical Security.** The entrance lobby/reception area is the central monitoring station where all monitoring occurs. Our security staff monitors the facility 24/7. Security and monitoring include:

- Closed circuit television monitors, which survey hallways, building lobby elevators, parking and office areas

- All external doors

- Card activation multi-level cardkey security system

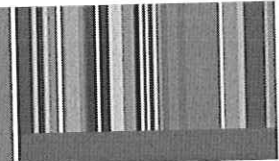
- Fire protection, A/C, and chilled water

**Fire Suppression.** SunGard uses a pre-action fire suppression system. The fire suppression pipes are dry unless two events occur in the same zone, providing an enhanced level of redundancy. There are two types of smoke detectors - photoelectric and ionization. If two smoke detectors in the same zone are activated, water is released into the pipes. SunGard uses a gas (FM) system for sub-floor fire suppression. In addition, the fire suppression system is self-testing. Additional testing is also performed in accordance with the applicable building codes and NFPA regulations.

All fire suppression control alarms are monitored by SiteScan into the main security panel located at the security desk.

**Power Management.** The SunGard electrical infrastructure consists of two major components: a distribution system and an emergency power generation system. The distribution system has two dedicated power sources which are provided by local utilities. The emergency power generation system includes Automatic Transfer Switches (ATS), Emergency Service Bus (ESB) and redundant 2000 kW diesel generators.

**Uninterruptible Power Supplies (UPS).** For SunGard's power infrastructure to switch from street power to generator power, power from both substations must be interrupted. During such catastrophic utility power outage, the UPS continues to deliver power by obtaining power from the SunGard battery backup plant. During this time, the diesel generators will sense an interruption in



power and will automatically engage. However, the ATS will not transfer the power to the generators until proper voltage is verified. This transfer takes less than 60 seconds and there will be no interruption of power to our customers.

During operation under emergency power, the UPS will derive power from the emergency service bus via the automatic transfer switch. The UPS simultaneously recharges the SunGard battery plant. Upon restoration of utility power, the customer is continuously powered by the UPS. The UPS derives power from the utility power bus via the automatic transfer switch.

The UPS system is monitored for the following:

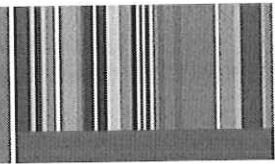
- Input voltage and current
- Battery voltage and charging/discharging current
- Output voltage and output frequency
- Load current, kVA and kW
- AC input, battery, inverter and bypass circuit breaker status
- Time to overload transfer

**Emergency Generator.** In the event of a catastrophic power failure, the emergency diesel generators will provide power. The emergency generator system includes seven on-site diesel generators. Every month the generators and fuel are tested. Load tests are conducted semi-annually.

**HVAC System.** SunGard utilizes a closed-loop Chiller System. Six (6) chillers provide 1500 tons of cooling to the facility. Evapco dry coolers provide 600 tons of free cooling in winter months.

SunGard uses the term "n+1 redundancy" to mean one additional system above the number of units required for 100 percent of the total operational capacity.

All HVAC units are located on the raised floor and are equipped with steam humidifiers and dehumidification systems. The units maintain an average space temperature of 72°F at 50 percent relative humidity. Air filtration is accomplished through of pre-filters and high-efficiency air filters. The environmental control units are monitored for high and low temperatures and humidity, loss of airflow or clogged filtration, and compressor or fan failure. All of the environmental control alarms are connected into the main security panel at the security desk.



**RFP Requirement 4.12 requests the following information:**

- Photographs of the facility; driving directions to the facility from the Agency's site at 1900 Kanawha Boulevard East, Charleston, WV;
- Driving directions to the facility from nearby airports; and
- Map(s) indicating the location of the facility, recommended routes, and nearby lodging

The documents below provide the requested information. Printed copy follows this page.



401\_Welcome\_Pack.  
pdf



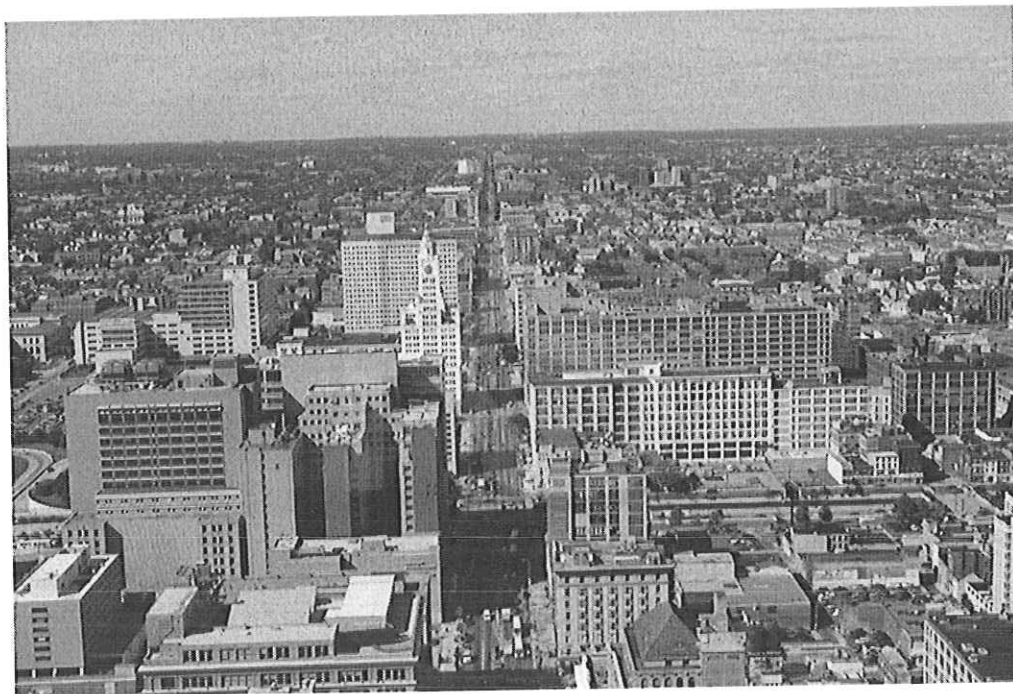
Driving Directions  
from 1900 Kanawha t



Driving Map from  
1900 Kanawha Blvd to

It should be noted that the driving directions were provided via MapQuest and the driving map was provided by AAA Mid-Atlantic.

We will be happy to provide any additional details needed by the State.



## WELCOME TO 401 N. BROAD ST.





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## FACILITY ACCESS & SECURITY PROCEDURES

Upon entering the facility, each team member will be asked for government issued identification and to sign in at the front desk. If you are bringing a laptop into the facility, our Security personnel will ask you for the serial number. A security access badge will be issued for all team members. A log will be kept of personnel entering and exiting the facility. This log is for security tracking and is used as a checklist of personnel in the building in an emergency evacuation situation. When leaving the building for an extended amount of time, please sign out. This will help ensure the accuracy of this list and the safety of your team members in an emergency situation.

### **Access Security**

Additional, each OPERATIONS Facility will have special security procedures pertaining to that specific site. However, in general, the following will apply to all Facilities. Any additional security required to meet your special needs should be addressed on your Site Access Form found in your eTest Plan or in the Managed Services Portal.

- All Managed Service Centers and computer rooms will be designated as "restricted" areas where access is limited to personnel on your authorization list. A copy of the authorization list must be provided to security personnel at the Facility. Security personnel will ensure that entry badges are available in the appropriate quantity and level of security. When distributing badges, security personnel may request two types of identification (Drivers license, company ID, etc).
- Upon your arrival to the Facility, you will be issued an access badge/key card. Upon leaving the building at the end of a day, you must surrender your access badge.
- NO data or supplies will be permitted out of the building without authorization on the part of the subscriber Recovery Team Manager. OPERATIONS, when it deems necessary, reserves the right to conduct searches of briefcases, tape carrying cases, purses, etc.
- Computer room access will be allowed only to those personnel authorized by the subscriber's manager.
- When deemed necessary by the subscriber, guards can be made available to restrict access to the computer room at an additional cost. OPERATIONS reserves the right to challenge subscriber personnel and request re-identification when, in the opinion of OPERATIONS, Facility security may be compromised.
- All subscribers will receive additional instructions on security procedures from the OPERATIONS Team, as necessary.
- Photographs are NOT permitted within the Facility.



## HOUSEKEEPING POLICIES

It is the policy of SunGard Availability Services to maintain each facility in a clean, orderly and safe manner. In general, we require that:

- There is **NO SMOKING** in the facility. Please limit smoking to outside the front of the facility.
- There is **NO** food allowed in raised floor areas of the facility and computer rooms.
- The computer room and office areas are to be kept reasonably neat and orderly at all times.
- Corridors and space around equipment be kept free of obstacles.
- Wastebaskets contain no material, which might involve a security risk to your organization.
- You store only a limited amount of combustible paper in the computer room.
- You protect tapes and store them in an appropriate manner.
- Your people use the ashtrays provided in the smoking areas.
- Upon departure, the Facility is returned to the same condition as it was upon your arrival.
- First Aid kits are available in the Customer Break Area. Other emergency supplies can be obtained by asking any OPERATIONS employee.

## CUSTOMER OWNED EQUIPMENT

### Recovery Customers:

SunGard's Account Executives work closely with our customers and prospects to determine which resources are critical to their business and then include those resources in their contract with SunGard. As a customer's recovery requirements change, the contract must be updated to make sure the customer will be recoverable in a disaster. This is a critical process within our business model.

For this reason, customers are not allowed to bring their own equipment into SunGard's facilities for tests. This policy is necessary to prevent unrecoverable situations from developing and to avoid using SunGard infrastructure and support for non-SunGard equipment.

### Managed Services Customers:

Contact the local facility manager for questions.



## SUNGARD SOFTWARE PHILOSOPHY

Customers must utilize their own operating system and application software for recovery purposes. Your personnel will better understand their own software and the system and will be better prepared to recover, as opposed to using unfamiliar software.

For Enterprise Servers, this requires that customers develop an alternate operating system. This can be done in two ways: a separate IODEF can be created for disaster recovery or the customer can incorporate SunGard's addresses into their operating system to allow use of the SunGard hardware configuration. This disaster recovery system should be periodically tested at the SunGard Availability Facility and be available from an offsite tape storage facility at the time of disaster.

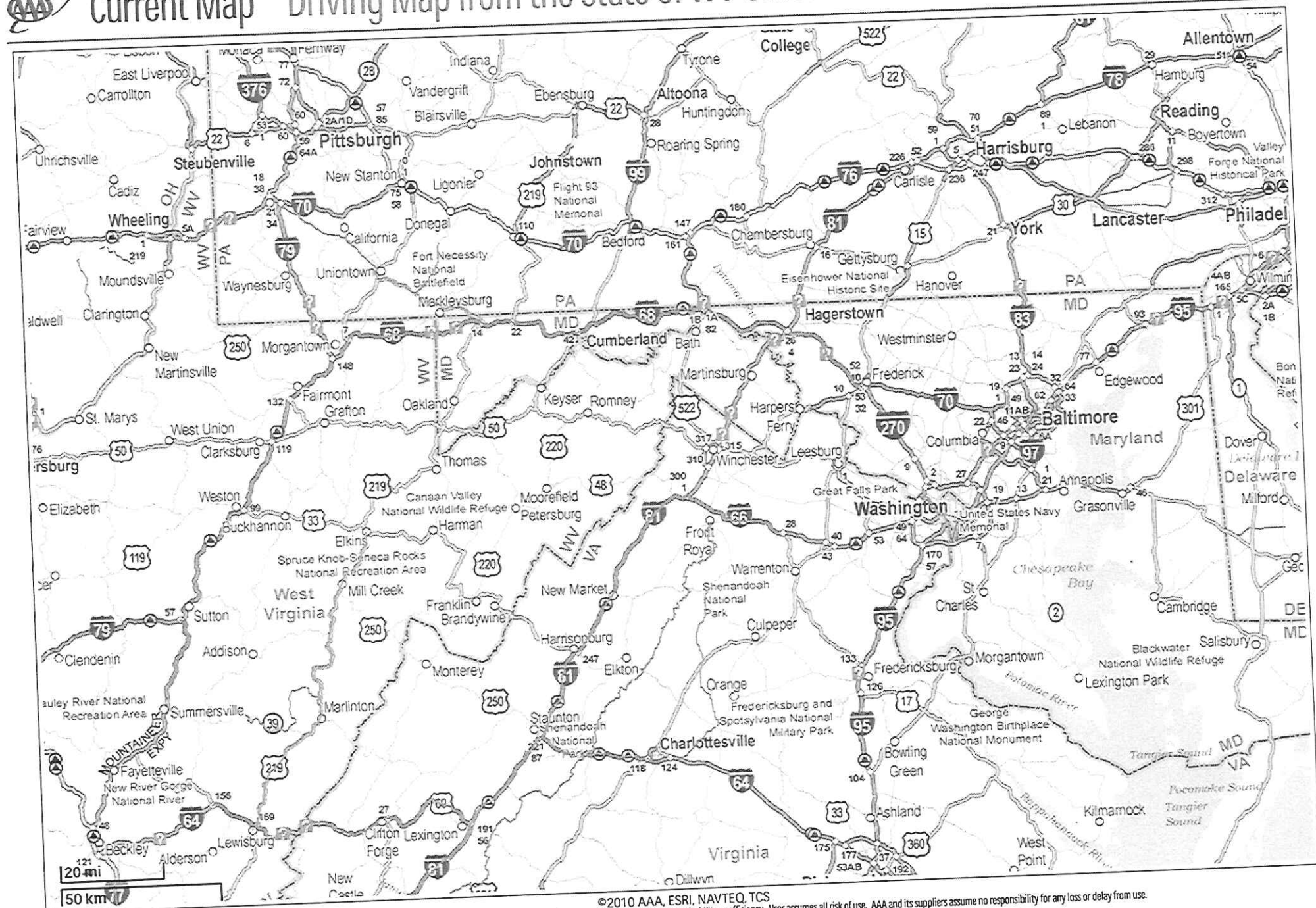
To further enhance your capability to recover at the time of disaster in a Recovery Facility, you should perform the following functions:

- Copy backup data sets of all operating systems and associated software to tape
- Test backup data sets at your site
- Arrange off site storage of the backup tapes
- Test all operating system software at the Recovery Facility
- Test all critical application software at the Recovery Facility
- Test communications capability





# Current Map Driving Map from the State of WV Offices to SunGard



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These directions are provided solely as a guideline. No representation is made or warranty given as to their content, route, practicability or efficiency. User assumes all risk of use. AAA and its suppliers assume no responsibility for any loss or delay from use.





## DIRECTIONS TO 401 N. BROAD ST.

If you have difficulty reaching the center, call the receptionist at (800) 426-3966.

The address of the 401 N. Broad St. Center is:  
**401 N. Broad St.**  
**Philadelphia, PA 19108**

### Traveling from Philadelphia International Airport:

Follow I-95 North about 10 miles from the airport interchange. Move into the left lane when you see signs for I-676 West. Exit I-95 onto I-676 West.

Take I-676 West about 1 mile and take the Broad Street exit. Note: The Broad Street exit puts you on 15th Street heading south. move over immediately to the left lane.

From 15th Street, turn left (East) onto Vine Street. Stay in the left lane on Vine Street.

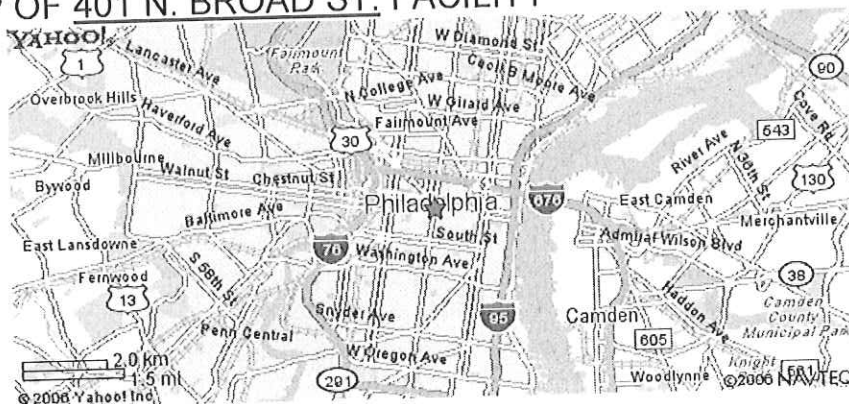
Turn left (North) onto Broad Street at the next traffic light and cross Callowhill Street at the second light on Broad Street. Move into the right hand lane.

SunGard's 401 North Broad Street building will be on your right at Callowhill Street and Broad. Note: Do not use the first garage entrance of the main entrance, which goes underneath the building.

The second garage entrance is to SunGard's indoor parking area and is up the blacktop ramp on the left side of the building. There is a large yellow "SUN" painted on the door. Proceed up the driveway and identify yourself via the speaker to the SunGard security personnel.

SunGard will open the steel garage door. Drive up the ramp to the mezzanine level and park. Follow SunGard's signs to the sliding glass doors leading out of the garage. Enter into the Mezzanine and go to the Security desk for check-in.

### MAP OF 401 N. BROAD ST. FACILITY





## FACILITY SPECIFICATIONS

### *Facility Overview*

- Building construction date: 1931.
- 1,160,000 square feet, total building size.
- Mezz = 118,000 square feet
- 6<sup>th</sup> floor = 97,000 square feet
- 7<sup>th</sup> floor = 97,000 square feet
- 8<sup>th</sup> floor = 97,000 square feet
- 9<sup>th</sup> floor = 40,724 square feet
- 10<sup>th</sup> floor = 32,500 square feet
- 11<sup>th</sup> floor = 97,000 square feet
- (How Many) square feet of expansion capability.
- Integrated life safety and facility engineering systems with centralized monitoring, enhanced operational supervision and accelerated response to monitor alarms.
- Image expresses technology, security and integrity by making mechanical and electrical systems self evident expressions rather than just symbolizing technology.
- All areas can be accessed by ramps at a gentle 1" to 1'-0" slope (1:12) for complete handicapped accessibility and ease of movement of materials and equipment.
- The facility is supported by UPS and diesel generation.

### *Data Center*

- 230,000 square feet of raised floor (6<sup>th</sup> floor = 54,000; 7<sup>th</sup> floor = 52,000; 8<sup>th</sup> floor = 50,000; 10<sup>th</sup> floor = 15,000; 11<sup>th</sup> floor = 59,000)
- 8<sup>th</sup> Floor Command Centers on carpet = 8,000 square feet
- Platforms supported: Mainframe, DEC, Tandem, AS400, RS6000, HP, SUN, PC/LAN, Workgroup, Sequent, Stratus, Filenet, Megavoice, NCR, Sequoia, Network, Data General, SGI.
- High Availability Solutions capability installed.
- MetroStor capability installed.
- Minimum wall fire rating in 1-1/2" hour.
- Protected by Fike Cheetah control system, FM-200 under-floor suppression, an Intella-Scan graphics annunciator, and a pre-action sprinkler system.
- 11th Floor = (3) 400 ton Carrier process chillers = 1200 Tons
- 11th Floor = (2) 400 ton Trane process chillers = 800 Tons
- Total 11th floor capacity 2000 Tons
- 11th floor has 1000 tons of Evapco dry coolers for free cooling in the winter months
- 8th Floor = (3) 200 ton Carrier process chillers = 600 Tons
- 8th Floor = (3) 500 ton Trane process chillers = 1500 Tons
- Total 6th,7th,8th & 9th floor Capacity 2100 Tons
- 8th floor has 600 tons of Evapco dry coolers for free cooling in winter months



### ***MetroCenter***

- 300 furnished Work Stations.
- 6<sup>th</sup> floor = 5,655 square feet
- 7<sup>th</sup> floor = 5,200 square feet
- 9<sup>th</sup> floor = 9,322 square feet (not including workstation areas)



## Power Infrastructure

- (6) 13,200V Caterpillars Generators total  
(4) 2000KW and (2) 1800KW
- (6) 4000 gallon AST = 32 hours at current load
- GE switches.
- |  |                  |
|--|------------------|
| 11th Floor = (12) Powerware 9315-500       | = 6000KVA        |
| 10th Floor = (3) Powerware Plus 225        | = 675KVA         |
| 10th Floor = (1) Liebert UDA63300A36A279   | = 300KVA         |
| 10th Floor = (1) Liebert UDA63229A36A917   | = 225KVA         |
| 9th Floor = (1) Powerware 9315-160         | = 130KVA         |
| 8th Floor = (1) Liebert UDA63990A27A652    | = 1000KVA        |
| 8th Floor = (1) Liebert UDA63125A25RT03    | = 125KVA         |
| 8th Floor = (1) Liebert UDA36990A27A652    | = 100KVA         |
| 7th Floor = (1) Liebert UDA63991A27024     | = 1000KVA        |
| 7th Floor = (2) Piller 1000KVA Rotary UPS  | = 2000KVA        |
| 7th Floor = (1) Liebert 1000KVA (04/02/07) | = 1000KVA        |
| <b>Total</b>                               | <b>12,555KVA</b> |
- Sungard Philadelphia utilizes 13,200Volt breakers to transfer from utility to generator
- DataTrax Foreseer Server, Version: 4, 1, 174, 0 - Monitors low voltage power (480V)  
Automated Logic WebCTRL Version 3.0 - Monitors and controls HVAC  
GE Zenith SCADA - Monitors and controls utility and generator power (13,200V)

## Security

- Integrated card reader security access system.
- Closed circuit TV throughout the facility.
- Exterior security cameras.
- 7x24 Security Service.





## 401 N. BROAD ST. CONTACT INFORMATION

### ***401 N. Broad St. Operations Personnel***

To contact 401 N. Broad St. Operations personnel while in the facility, please dial 0. A contact sheet for this facility is available upon request.

### ***Emergency Contact Information***

Fire and Rescue	9 911 (Emergency) or (215) 686-3060 (Non Emergency)
Ambulance	9 911 (Emergency) or (215) 686-3060 (Non Emergency)
Poison Control Center	9 911 (Emergency) or (215) 386-2100 (Non Emergency)
Local Police	9 911 (Emergency) or (215) 686-3060 (Non-Emergency)





## DIRECTORY OF U.S. RECOVERY FACILITIES

<b>ARIZONA</b>		<b>NEW JERSEY</b>	
PHOENIX	602-322-1699	CARLSTADT	201-729-2300
SCOTTSDALE	480-367-4100	VOORHEES	856-566-3600
<b>CALIFORNIA</b>		<b>NEW YORK</b>	
CYPRESS	714-995-8300	LONG ISLAND CITY	718-391-7000
SAN DIEGO	858-812-5300	<b>NORTH CAROLINA</b>	
SAN RAMON	925-743-8200	CHARLOTTE	704-969-2300
<b>COLORADO</b>		HUNTERSVILLE	704-948-3861
DENVER - NORTH	720-932-5800	RALEIGH	
DENVER - SOUTH	303-942-2990	DURHAM	
ENGLEWOOD	303-799-5156	<b>OHIO</b>	
<b>FLORIDA</b>		COPLEY	330-668-2802
LAKE MARY	407-771-0401	<b>OREGON</b>	
<b>GEORGIA</b>		PORTLAND	330-668-2802
ALPHARETTA	770-740-2460	<b>PENNSYLVANIA</b>	
ATLANTA	404-898-9118	PITTSBURGH	412-594-2030
SMYRNA	770-434-9988	PHILADELPHIA - 401	215-351-1300
<b>ILLINOIS</b>		PHILADELPHIA - MSC	267-321-2200
NORTHBROOK	847-562-3100	WARMINSTER	215-396-4500
WOOD DALE	630-860-7860	<b>TENNESSEE</b>	
<b>INDIANA</b>		NASHVILLE	
INDIANAPOLIS	317-592-4980	<b>TEXAS</b>	
<b>KANSAS</b>		AUSTIN	512-531-5400
OVERLAND PARK	913-323-6880	GRAND PRAIRIE	972-641-3255
<b>MASSACHUSETTS</b>		LAS COLINAS	972-232-3000
TEWKSBURY	978-858-0040/0003	<b>WASHINGTON</b>	
WESTBOROUGH	508-616-1800	RENTON	425-227-4814
<b>MINNESOTA</b>		<b>VIRGINIA</b>	
MINNEAPOLIS	612-656-3800	HERNDON	703-326-4900
ST. PAUL	651-643-3900	<b>CANADA</b>	
<b>MICHIGAN</b>		MISSISSAUGA	905-821-2800
DETROIT	248-473-2410/8024	QUEBEC CITY	418-623-3511
<b>MISSOURI</b>		CALGARY	403-531-0640
ST. LOUIS	314-523-3600	<b>MEXICO</b>	
ST. LOUIS - MSC	314-754-0400	MEXICO CITY	011-52-722-270-8821



## RECOVERY ESCALATION POLICY

Below is a summarization of the SunGard Escalation Timetable:

Time Elapsed	SunGard Contact & Problem Owner
0 Minutes	SunGard Technician
30 Minutes	Duty Manager
1 Hour	Technical Manager
	Customer Service Coordinator or Designate
2 Hours	Customer Service Manager and Director of Customer Service
4 Hours	Vice President of Operations

## DISASTER & ALERT NOTIFICATION PROCEDURES FOR RECOVERY CUSTOMERS

### **Alert Notification**

Customers are encouraged to put SunGard on alert when a situation poses an unacceptable degree of risk that could result in a disaster declaration.

*Should you need to notify SunGard of an alert, contact SunGard's 24-hour hotline at 1-866-722-1313.*

The SunGard front desk receiving the alert will request information regarding your situation and will fill out the Alert/Disaster Notification Log.

Once an Alert is received, the Crisis Management Team is notified. The Crisis Management Team and/or your Account Executive or Customer Service Coordinator will check in with you periodically, at prearranged intervals, on the status of the situation. Updates will be maintained in a status log until the event is resolved by termination of the alert or by a resulting disaster notification.

### **Disaster Declaration**

All subscribers are required to call the hotline number first when placing SunGard on Alert or Disaster. The SunGard Alert/Disaster hotline is to be used for all Alert/Disaster Notifications (please see Disaster Alerts subsection in this manual).

When calling to notify SunGard of an Alert/Disaster, you will be asked to provide some information to allow SunGard to begin the Alert/Disaster declaration activation process. SunGard's hotline is manned 24x7 and uses an automated paging/e-mail system to notify the Crisis Management Team. Please have your information ready when you call the hotline. The Alert/Disaster Notification page/e-mail automatically time stamps the notification.



In the event of a disaster, notify SunGard using the following steps as soon as possible:

**Call the 24-hour Alert and Disaster Notification Hotline at 1-866-722-1313 or 215-351-1313.**

1. Someone from Crisis Management Team will contact the Subscriber to confirm the Alert/Disaster that was called in to secure authorization.
2. Upon confirmation, the Crisis Management team member will request your password from your DDA (Disaster Declaration Authorization) form, if applicable. That will act as the final authorization to invoke the disaster. All individuals in your organization authorized to declare a disaster should know their password.
3. Upon authorization of your disaster, the Crisis Management Team will invoke Operations of the center affected. SunGard will begin preparation for your arrival. If there is any testing by other subscribers on the declared systems, their test will be suspended.
4. The Crisis Management Team, Operations and Customer Service will review your last test plans with you to identify the accuracy, resources, supplies and services that will be needed for your recovery. Your Recovery Configuration will also be reviewed to identify any additional provisions you may require. The Recovery Configuration is created at time of disaster.
5. Upon your arrival at the SunGard Mega/Metro Center, we will acquaint your personnel with the subscriber areas and appropriate procedures for utilization.
6. In the event that your management desires to set up a command or control center, SunGard will assist in obtaining space as requested. This space may be in the SunGard Mega/MetroCenter or it may be in an office building or hotel in the immediate area.
7. Once a subscriber declares, a written letter is required within twenty-four (24) hours, stating they have declared, on what platform, date/time and reason; on letterhead, a FAX is acceptable.
8. A written letter to SunGard is required from a subscriber upon notification of disaster completion.



## RESTAURANTS & CATERING

### *Casual Dining*

The Capital Grille	1338 Chestnut St Philadelphia PA 19107	(215) 545-9588
Maggiano's Little Italy	1201 Filbert Street * Philadelphia, PA 19107	(215) 567-2020
McCormick & Schmick's Seafood Restaurant	One South Broad Street Philadelphia, Pennsylvania 19107	(215) 568-6888
Dave & Busters	Pier 19 North, 325 Delaware Ave Philadelphia PA	(215) 413-1951

### *Catering*

DiAntonio's (primary)	2071 Bennett Rd. Philadelphia, PA 19116	(215) 969-1386
Jack Kramer's (secondary)	4217 Chestnut St. Philadelphia, PA 19104	(215) 662-5300

## LOCAL ACCOMMODATIONS

Marriott Courtyard, The	21 N. Juniper Street Philadelphia, PA	(215) 496-3200
Philadelphia Marriott	1201 Market Street Philadelphia, PA	(215) 625-2900
Doubletree Hotel	237 South Broad St. Philadelphia, PA	(215) 893-1600

## COPYING & DUPLICATING SERVICES

FedEx Kinko's	1816 Spring Garden Street	(215) 567-2679
The UPS Store	1735 Market Street	(215) 567-6006

## OFFICE SUPPLIES

Staples	(877) 826-7755
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## COURIER and SHIPPING SERVICES

FedEx  
(800) 463-3339

DHL  
(800) 225-5345

UPS  
(800) 880-2297

Transgroup  
(484) 494-4640

## TRANSPORTATION SERVICES

### *Airlines*

American	800-443-7300	<a href="http://www.aa.com">www.aa.com</a>
America West	800-247-5691	<a href="http://www.americawest.com">www.americawest.com</a>
Alaska	800-426-0333	<a href="http://www.alaskaair.com">www.alaskaair.com</a>
Continental	800-435-0040	<a href="http://www.continental.com">www.continental.com</a>
Delta	800-221-1212	<a href="http://www.delta-air.com">www.delta-air.com</a>
Southwest	800-435-9792	<a href="http://www.iflyswa.com">www.iflyswa.com</a>
United	800-241-6522	<a href="http://www.unitedairlines.com">www.unitedairlines.com</a>
US Air	800-428-4322	<a href="http://www.usair.com">www.usair.com</a>

### *Car & Truck Rentals*

Enterprise Rent-A-Car	800-261-7331	<a href="http://www.enterprise.com">www.enterprise.com</a>
Hertz Rent-A-Car	800-654-3131	<a href="http://www.hertz.com">www.hertz.com</a>
National Rent-A-Car	888-826-6890	<a href="http://www.nationalcar.com">www.nationalcar.com</a>
Ryder	800-297-9337	<a href="http://www.ryder.com">www.ryder.com</a>
U-Haul Truck Rental	800-468-4285	<a href="http://www.uhaul.com">www.uhaul.com</a>

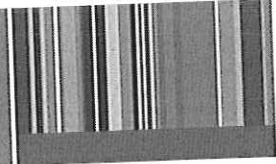
### *Additional Transportation*

Quaker Cab:	Philadelphia	(215) 728-8000
City Cab:	Philadelphia	(215) 492-6500
Yellow Cab:	Philadelphia	(333) 333-3333





Limousine Service:	Philadelphia Town Car and Limo – luxury service	(215) 651-7757
Shuttle Service: (vans to airport)	Dave's Best Limousine	(215) 288-1000
Bus Rentals:	USA Bus Charter	(800) 979-4498



## **Section 8 – Certification and Signature Page**

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The completed Certification and Signature Page follows this page.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

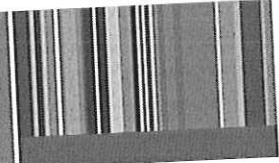
Sungard  
(Company)

[Signature]  
(Authorized Signature)

Mark Hogan, Sr Director  
(Representative Name, Title)

484-552-2425  
(Phone Number) (Fax Number)

8-28-12  
(Date)



## **Section 9 – Addendum Acknowledgement Form**

The completed Addendum Acknowledgement Form follows this page.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ISCN0003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sungard  
\_\_\_\_\_  
Company

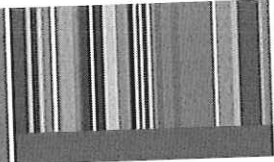
[Signature]  
\_\_\_\_\_  
Authorized Signature

8-28-12  
\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012





## **Section 10 – Purchasing Affidavit**

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The completed Purchasing Affidavit follows this page.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Sungard

Authorized Signature: [Signature] Date: 8-28-12

State of Pennsylvania

County of Chester, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of August, 2012.

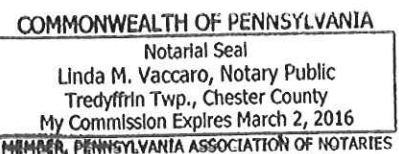
My Commission expires March 2, 2016.

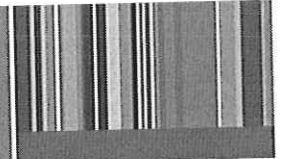
AFFIX SEAL HERE

NOTARY PUBLIC

Linda M. Vaccaro

Purchasing Affidavit (Revised 07/01/2012)





## **Section 11 – Vendor Preference Certificate**

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The completed Vendor Reference Certificate follows this page.

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

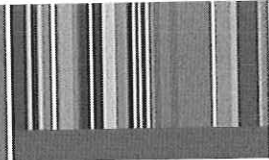
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Serg 252

Signed: [Signature]

Date: 8-28-12

Title: St. Director



## Section 12 - Appendix

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### ***Appendix A – SunGard Statement of Understanding***

Please refer to SunGard's Statement of Understanding provided below which outlines any exceptions taken to this RFP.



Statement of  
Understanding.doc

### ***Appendix B – SunGard Financial Information***

The SunGard Availability Services group is a \$1.5 billion dollar company and an operating division of SunGard Data Systems Inc., a privately-held Fortune 500 company with annual revenue of \$5 billion. In our 30+-year history, SunGard has never filed for bankruptcy.

Additionally, as evidence of our commitment to remain a leader in comprehensive information availability, SunGard has invested an average of \$150 million per year back into our business to enhance our facilities, improve our services, train our professionals, and develop improved ways to help ensure that your information is continuously available. All facility upgrades and product modifications and migrations are done strategically, with high-level vendor involvement to help ensure our technology is on the cutting edge with new equipment introduced by our business partners, in support of our customer base's needs.

Our strong financial position assures our customers that SunGard is, and will continue to be, a reliable and stable service provider for years to come. For detailed financial information, please visit [www.sungard.com/sungard/default.aspx?id=823](http://www.sungard.com/sungard/default.aspx?id=823).



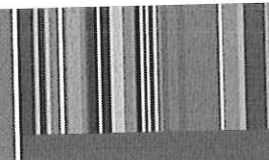
State of West Virginia - Department of Administration  
Request For Quotation  
Statement of Understanding by SunGard Availability Services LP  
Page 1 of 1

SunGard Availability Services LP ("SunGard") has prepared this response in accordance with its understanding of the State of West Virginia Department of Administration's (the "State") requirements based on the information provided in the request for quotation ("RFQ"). SunGard's response is not intended to be a binding contract or document.

Please be advised that SunGard's response contains SunGard's confidential information including methods SunGard uses to price and market its' services which, if obtained by any third party, would eliminate a competitive advantage in the industry developed by SunGard at considerable expense over many years. In consideration of SunGard's disclosure, you may not reproduce or make this information available to any person outside of your employees and agents bound by obligations of confidentiality, that are responsible for the Proposal and the related contract award, except as required by applicable public access regulations or laws.

The parties currently have a services agreement in place for disaster recovery services dated April 27, 2005 with services under contract through November 14, 2012 ("Existing Agreement"). However, in an effort to permit the State to utilize SunGard's new and enhanced service offerings, SunGard has included in its proposal its standard Global Master Services Agreement ("Master Agreement") and Recovery Services Order form (collectively referred to in SunGard's response as "SunGard's Agreement") so that the State may be aware of the legal terms and conditions under which its current service offerings are generally made available to customers. SunGard's submission of a proposal in response to the services requested in the RFQ in no way eliminates or supersedes any of the State's obligations, financial or otherwise, under the parties' Existing Agreement. As you will note, SunGard's Agreement specifically addresses and clarifies a number of items raised in the RFQ and, in some instances, may provide the State with additional rights. Further, there are several provisions in SunGard's Agreement that must be part of every agreement for disaster recovery services, for example "Termination," "Multiple Disasters," "Center-Based Services," "Mobile Recovery Services," "Force Majeure," "Limitation of Liability" and "Liability and Indemnification." SunGard respectfully requests the State consider SunGard's terms and conditions at this time and once the State determines SunGard is among the finalists for the services proposed in SunGard's response, SunGard looks forward to developing a mutually agreeable contract for the services proposed in SunGard's RFQ response. In addition, in the event the State would prefer to utilize the Existing Agreement in order to expedite the State's receipt of services, upon contract award SunGard would be happy to discuss same with the State during the contract negotiation process.

***THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY***



## Section 12 - Appendix

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### ***Appendix A – SunGard Statement of Understanding***

Please refer to SunGard's Statement of Understanding provided below which outlines any exceptions taken to this RFP.



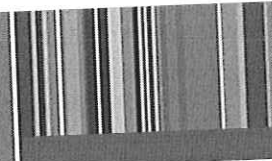
State of WV  
Statement of Underst

### ***Appendix B – SunGard Financial Information***

The SunGard Availability Services group is a \$1.5 billion dollar company and an operating division of SunGard Data Systems Inc., a privately-held Fortune 500 company with annual revenue of \$5 billion. In our 30+-year history, SunGard has never filed for bankruptcy.

Additionally, as evidence of our commitment to remain a leader in comprehensive information availability, SunGard has invested an average of \$150 million per year back into our business to enhance our facilities, improve our services, train our professionals, and develop improved ways to help ensure that your information is continuously available. All facility upgrades and product modifications and migrations are done strategically, with high-level vendor involvement to help ensure our technology is on the cutting edge with new equipment introduced by our business partners, in support of our customer base's needs.

Our strong financial position assures our customers that SunGard is, and will continue to be, a reliable and stable service provider for years to come. For detailed financial information, please visit [www.sungard.com/sungard/default.aspx?id=823](http://www.sungard.com/sungard/default.aspx?id=823).



## *Appendix C – SunGard Agreement Documents*



Global\_MSA.pdf



RS\_Content.docx

## GLOBAL MASTER SERVICES AGREEMENT

This Global Master Services Agreement ("**Agreement**") between [Customer] (the "**Customer**") and [SunGard AS Entity] ("**SunGard**"), as signed below by the duly authorized representatives of both Parties intending to be legally bound, is effective as of [Effective Date] ("**Effective Date**").

SunGard	Customer
[Name of SunGard entity]	[Name of Customer]
[Address]	[Address]
[City, State and Country]	[City, State and Country]
[Name of Signatory]	[Name of Signatory]
[Title]	[Title]
[e-Signature]	[e-Signature]
[Date]	[Date]

Verified for form: -----  
SunGard AS Sales Ops

## GENERAL TERMS AND CONDITIONS

## INTRODUCTION

This Agreement is comprised of the general terms and conditions set forth below and the terms and conditions of a particular service purchased and set forth in an applicable order, schedule and/or exhibit (collectively referred to herein as an "Order"). The services described in an Order are referred to collectively as the "Services". Each Order represents a separate contract and may be signed by SunGard and Customer or one or both of their Affiliates, in which case such Affiliate(s) shall be deemed to be "SunGard" or "Customer", as applicable, for purposes of the Agreement. If there is a conflict between the general terms and conditions of the Agreement and an Order, the Order shall take precedence.

Capitalized terms not otherwise defined will have the meaning given them in the "Definitions" section.

## FEES

1.1 As consideration for the Services, Customer will:

- (a) Pay SunGard the fees specified in the Order;
- (b) Reimburse SunGard for travel and out-of-pocket expenses that it incurs in performing this Agreement that have been pre-approved or otherwise authorized in an Order by Customer; and
- (c) Unless Customer provides a valid exemption certificate, be responsible for any tax, tariff, customs duty, surcharge, or other fee imposed by law or regulation from time to time in connection with the Services, which SunGard is required to pay to any taxing or other regulatory or municipal authority.

1.2 Payment, whether for Services or reimbursement, which Customer is required to make under this Agreement will be made not later than thirty (30) days after Customer has received SunGard's invoice. Past due balances will accrue interest per month at 1.5% or at the maximum applicable statutory rate, whichever is lower.

## CONFIDENTIALITY

- 2.1 Each Party will use the other's Confidential Information solely to perform its obligations under this Agreement. Accordingly, each Party will disclose the other's Confidential Information only to those of its agents, contractors, and employees who need to know the information for purposes of performing this Agreement, *provided that* they are legally bound, in writing, not to disclose the other Party's Confidential Information except as permitted by this Agreement.
- 2.2 Each Party will hold the other Party's Confidential Information in confidence and will take all reasonable security measures to protect the other's Confidential Information against unauthorized disclosure. All Confidential Information transmitted, or made available by Customer to SunGard which contains personal information or other sensitive Customer data will be encrypted by Customer so that it is unintelligible before Customer transmits, or makes available, such Confidential Information to SunGard.
- 2.3 Each Party will give the other prompt written notice if it learns of any unauthorized use, disclosure, theft, or other loss of the other's Confidential Information; or, to the extent legally permitted, if disclosure of the other's Confidential Information is being sought by legal process.
- 2.4 Customer agrees that as the data controller, it is entitled to transfer its Confidential Information, including relevant personal data to SunGard, the data processor, so that it, its Affiliates and third party contractors may process the Confidential Information for purposes of providing the Services under the Agreement.



- 2.5 Customer shall be responsible for maintaining secure and complete back-up of its data, except with respect to any Services provided by SunGard that specifically include data back-up.

## WARRANTIES

- 3.1 SunGard warrants that it will use qualified personnel, and will perform the Services in accordance with the Agreement and Orders.
- 3.2 OTHER THAN THE EXPLICIT WARRANTIES AND THOSE WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW, AND ANY WARRANTIES SPECIFICALLY PROVIDED IN AN ORDER, SUNGARD PROVIDES THE SERVICES "AS IS," AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## TERM & TERMINATION

- 4.1 This Agreement shall continue as long as there is an Order in effect. The term of an Order shall be set forth on the Order (the "Term"), after which it will renew automatically in one-year increments (each a "Renewal") unless a Party notifies the other in writing at least thirty (30) days before expiration of the Term or Renewal of an intent not to renew.
- 4.2 A Party may terminate an Order on no less than five (5) business days' notice if: (a) the other materially breaches it and fails to remedy the breach within thirty (30) days after receiving written notice of it, provided that, if a longer period is reasonably required to remedy the breach and the remedy is promptly begun, such remedy period shall be extended for as long as the remedy is being diligently carried out to completion; or (b) the material breach is of a type which cannot be remedied. Notwithstanding the foregoing, if the breach is Customer's noncompliance with the AUP or with a law or regulation, SunGard may immediately, without liability, interrupt or suspend the Services as necessary to avoid a violation of law or regulation, to prevent a service interruption by an Internet service provider or other network services provider, or to protect the integrity of SunGard's network or the security of the Services.
- 4.3 If this Agreement or applicable Order is terminated (a) on account of Customer's un-remedied material breach; or (b) if Customer properly exercises an expressly granted right by SunGard to cancel an Order before the end of its Term for any reason other than SunGard's un-remedied material breach, then within thirty (30) days after termination, Customer shall pay to SunGard the termination fee, if any, specified in the applicable Order, which may include: (i) the unamortized balance attributable to any equipment and software purchased by SunGard on behalf of Customer; and (ii) reimbursement to SunGard for any cancellation charges for third party services purchased by SunGard on behalf of Customer.
- 4.4 The sections entitled "Warranties", "Indemnities", "Limits of Liability", "Confidentiality" and "General Provisions" will survive expiration or termination of this Agreement or any applicable Order.

## INDEMNITIES

### 5.1 SunGard Indemnity

- (a) **Scope.** SunGard will defend and indemnify Customer and its Affiliates, employees and agents, and hold them harmless against third-party claims that the Services, as delivered, infringe any Intellectual Property recognized under the applicable law in the jurisdiction in which the Services are being provided, and will pay costs, expenses (including reasonable attorneys' fees), and damages finally awarded against Customer, or settlements agreed, on account of such claims.

- (b) **Remedies.** If Customer's use of the Services will be enjoined—or in SunGard's opinion is either likely to be enjoined or that a claim, action, proceeding or suit is likely to occur due to the alleged infringing Services—Customer's sole and exclusive remedy will be for SunGard to: (i) replace the affected portion of the Services with a suitable substitute free of any infringement or violation; (ii) modify the Services so that they will be free of the infringement or violation; or (iii) procure for Customer a license or other right to use the Services, provided that if none of these options is commercially practical, then upon written notice to Customer, SunGard may terminate the affected portion of the Services in the applicable Order and SunGard will refund to Customer any prepaid fees for such Services that was not yet rendered.
- (c) **Exclusions.** No SunGard indemnity obligation will extend to an alleged infringement arising out of or relating to (i) SunGard's adherence to a design modification, specification of hardware or software, drawing, or written instruction (including, but not limited to SunGard's provision of the specific components listed on any Order), which SunGard is directed by Customer to follow; (ii) SunGard's adherence to instructions to apply Customer's trademark, trade name, or other Customer identification; (iii) software, hardware or data furnished or specifically requested by Customer to SunGard for use under this Agreement; (iv) Customer's use of the Services in combination with other products or services, which combination was not installed, recommended, or approved by SunGard; or (v) any claim specified as a Customer indemnity obligation.

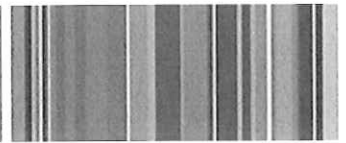
## 5.2 Customer Indemnity

- (a) **Scope.** Customer will defend and indemnify SunGard and its Affiliates, employees and agents, and hold them harmless, against third-party claims arising out of or relating to: (i) Content; (ii) Customer's improper use of the Services (including any alleged AUP violation); (iii) Customer's infringement of Intellectual Property; (iv) Customer's combination of the Services with products or services not approved by SunGard; and (v) Customer's modification of the Services. Customer will pay costs, expenses (including reasonable attorneys' fees), and damages finally awarded against SunGard, or settlements agreed, on account of such claims.
- (b) **Exclusions.** No Customer indemnity obligation will extend to any claim specified as a SunGard indemnity obligation.

- 5.3 **Conditions.** Each Party's indemnity obligations are conditional on the other Party (a) giving prompt written notice after learning of a claim; and (b) providing the indemnifying Party sole control of the defense and settlement of the claim. The indemnified party shall provide all assistance reasonably requested by the other Party and may participate in the defense or settlement at its own expense, but will have no authority to settle a claim or admit liability without the indemnifying party's prior written consent.

## LIMITS OF LIABILITY

- 6.1 **Scope.** Each Party's total liability for all claims arising out of or related to an Order (whether in contract, tort or under any other form of liability as applicable) shall be limited in the aggregate to the total fees paid or payable during the twelve (12) months preceding the incident which gave rise to the claim. If the claim arises within the first twelve (12) months of that Order, the limit will be the aggregate of the total fees scheduled to be paid in that first year of the Order.

**CONFIDENTIAL**

Agreement Number: [ ]

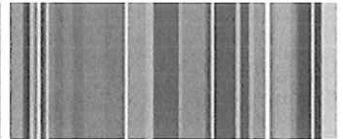
**6.2** AS PART OF THE CONSIDERATION FOR SERVICES PROVIDED BY SUNGARD AND FOR THE FEES PAID BY CUSTOMER UNDER THE AGREEMENT OR ANY ORDER, EXCEPT FOR THE EXCLUSIONS SET FORTH BELOW IN SECTION 6.3 OR OTHERWISE PROHIBITED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER FORM OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR: (a) CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) LOST PROFITS, LOSS OF REVENUE, LOSS OR CORRUPTION OF CONTENT, OR BUSINESS INTERRUPTION. THIS DISCLAIMER AND LIMITATION OF LIABILITY ARE MATERIAL INDUCEMENTS FOR THE PARTIES TO ENTER INTO THIS AGREEMENT AND ARE INTENDED TO SURVIVE A FINDING BY A COURT OR ARBITER THAT THE EXCLUSIVE REMEDIES UNDER THIS AGREEMENT OR ANY ORDER FAIL OF THEIR ESSENTIAL PURPOSE.

**6.3 Exclusions.** The limitations of liability in Sections 6.1 and 6.2 will not apply to damages claims for:

- (a) Breach of an obligation with respect to confidentiality or publicity, in which case the aggregate direct or consequential liability for all such claims under an Order will not exceed one million United States dollars (\$1 million) or the foreign exchange equivalency;
- (b) Each Party's respective infringement indemnity obligations set forth above in Sections 5.1 (a) and 5.2 (a), in which case the aggregate direct or consequential liability for all such claims under an Order will be unlimited;
- (c) Breach of the other Party's Intellectual Property, in which case the aggregate direct or consequential liability for all such claims under an Order will be unlimited;
- (d) Fees for Services under an Order; or
- (e) Bodily injury, death, or damage to real or tangible property caused by a Party's negligence, in which case the aggregate direct liability will be unlimited.

## GENERAL PROVISIONS

- 7.1 Acceptable Use Policy (AUP).** Customer will comply with the AUP in its use of Services and also will require its agents, contractors, customers, and employees to do so.
- 7.2 Assignment.** Neither Party will assign this Agreement or any part thereof without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, in whole or in part, without the other Party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 7.3 Choice of Law and Jurisdiction.** This Agreement and each Order shall be governed by the substantive law of the jurisdiction in which the SunGard entity providing the applicable Service(s) is domiciled without regard to choice or conflict of law rules unless otherwise stated in the Order (hereafter "Governing Law Jurisdiction"). The Parties agree that the courts having exclusive jurisdiction to resolve all matters under the Agreement and Orders are those courts situated within the Governing Law Jurisdiction.

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Agreement Number: [ ]

- 7.4 Construction.** The construction and interpretation of this Agreement will be in accordance with its explicit language and excluding the Parties' course of dealing or to usage of trade. The Parties acknowledge that the Agreement and any Order are the result of negotiation between the Parties which are represented by sophisticated counsel and therefore none of the Agreement's or Order's provisions will be construed against the drafter.
- 7.5 Waiver of Jury Trial.** Each Party waives any right to a jury trial in connection with any action arising out of or related to this Agreement or any Order.
- 7.6 Force Majeure.** Neither Party will be liable for a delay or failure in its performance caused by an occurrence beyond its reasonable control.
- 7.7 Entire Agreement.** With respect to the terms and conditions for the Services, this Agreement contains the full understanding between the Parties and supersedes all prior representations or agreements (oral or written) between them.
- 7.8 Modification.** For a modification of this Agreement to be legally binding, it must be specified in writing and signed (either by actual or electronic signature) by both Parties.
- 7.9 Notices.** Notices will be in writing, addressed to the signatories at the addresses indicated in the Agreement and, if distinct, applicable Order, and shall be deemed to have been given upon: **(a)** personal delivery; **(b)** the second business day after first class mailing; **(c)** the first business day after sending via a reputable overnight carrier; or **(d)** the first business day after sending via email (provided email shall not be sufficient for notices of termination, breach, or an indemnity claim).
- 7.10 Publicity.** Either Party may publicly refer to the other by name as a provider or customer, as applicable, and may disclose the general nature and existence of the Agreement, but not any of its specific terms or performance information. Neither Party will issue a press release regarding the Agreement or the relationship without the other Party's review and written consent.
- 7.11 Regulatory Compliance.** Each Party will comply with all Laws applicable to it under this Agreement and any Order, including, but not limited to Laws related to data privacy, data protection, anti-corruption and export control.
- 7.12 Relationship of the Parties.** Customer and SunGard are independent contractors. Nothing in this Agreement creates, or is intended to create, an agency, employment, franchise, joint venture, or partnership relationship between the Parties. Each Party represents that it, its employees or agents have not received nor offered any illegal or improper bribe, kickback, payment, gift, or thing of material value from the other Party, its employees or agent in connection with the execution of the Agreement or any Order. If either Party learns of any violation of the above restriction, it will provide prompt notice to the other Party.
- 7.13 Enforcement.** Each Party acknowledges that the provisions of this Agreement regarding confidentiality and access to and use of the other Party's resources are reasonable and necessary to protect the other party's legitimate business interests and that any breach of such provisions shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a Party (or any other person involved in the breach) may have against the other Party shall not constitute a defense or bar to the enforcement of such provisions.



- 7.14 Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.
- 7.15 Subcontractors.** SunGard will have the right to use subcontractors to perform any part of the Services, provided that (a) each subcontractor is legally bound by terms and conditions on Confidential Information substantially similar to those specified in this Agreement; and (b) SunGard remains primarily liable to Customer for all work performed by subcontractors.
- 7.16 Third-Party Beneficiary.** There are no third party beneficiaries to this Agreement, except Affiliates where expressly stated.
- 7.17 Waiver.** No waiver will be effective unless made explicit and in writing. Waiver of one breach will not constitute waiver of any other breach.
- 7.18 Counterparts and Originals.** This Agreement and Orders hereto may be executed and delivered in two or more counterparts, each of which when so executed and delivered will be deemed an original, but all of which together will constitute one and the same instrument. Once signed by an authorized signatory of a party, any reproduction of the original signature (i.e. facsimile, electronic scan, photocopy) or application of a digital signature made by a reliable means will be considered an original.

## DEFINITIONS

**"Acceptable Use Policy" (AUP),** found at <http://www.sungardas.com>, means the policy governing transmissions through, and use of, the network over which the Services are provided.

**"Affiliate"** of a party means any entity that controls, is controlled by or is under common control with such party and is providing or receiving the Services.

**"Confidential Information"** means a disclosing Party's proprietary or non-public information, including, but not limited to a Party's Intellectual Property, the terms of this Agreement or any Order, and the Services. It does not include information (a) lawfully received from third parties without confidentiality obligations to the disclosing Party; (b) in the public domain; or (c) developed without reliance on the non-disclosing Party's Confidential Information.

**"Content"** means Customer or third party data and other information provided by or through Customer to SunGard.

**"Intellectual Property"** means the copyrights, trademarks, patents, trade secrets and other intangible assets pertaining to the creative works, inventions and ideas of a Party or a third party.

**"Law"** means the applicable law, treaty or regulation applicable to the Services or subject matter at issue.

**"Party"** may refer to SunGard or Customer or their Affiliates, as applicable, and collectively they may be referred to as the **"Parties"**.



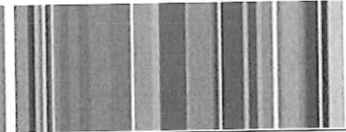
## RECOVERY SERVICES CONTENT

## A. DISASTER DECLARATION PROCESS &amp; WARRANTY

Disaster
"Covered Location" is defined as the Customer address specified on the Order for which Services are to be provided as specified herein.
"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.
"Recovery Resources" are defined as the facilities, equipment, network and other resources used to provide the Services identified on the Order.
"Disaster Declaration" is defined as the notification provided by one of Customer's designated representatives to SunGard indicating that a Disaster has occurred, identifying the affected Covered Location and specifying which Services Customer requires.
Disaster Declaration Process
Customer will provide its Disaster Declaration notice to SunGard in the manner described in the Users' Guide and will specify the Services identified in this Order required by Customer.
Warranty
SunGard warrants to Customer that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under the Agreement and the Order.

## B. CENTER-BASED RECOVERY SERVICES

Hotsite - Features
SunGard will provide a fully operational computer system and networking capability installed in a SunGard facility ("Hotsite"), equal to or better than, in all material respects, the Hotsite Configuration described in the Order.
Office Space - Features
SunGard will provide an adequate and reasonable amount of office space which can accommodate terminals, to operate a Hotsite in the same SunGard facility where the Hotsite is located.
Work Group - Features
SunGard will provide an adequate and reasonable amount of office space in a SunGard facility, properly equipped to accommodate the Work Group Configuration identified in this Order.
MegaVoice® Onsite ACD Configuration – Features
SunGard will provide the number of communication port(s), features and functionality detailed in this Order at a SunGard facility, which Customer may use in connection with Work Group Space.
MegaVoice® Remote ACD Configuration – Features
SunGard will provide the number of remote ACD agents, features and functionality detailed in this Order.
Dedicated Shelf Space or Cabinet - Features
SunGard will provide a powered dedicated shelf or cabinet in the identified SunGard facility where Customer may install Customer equipment to be used during Tests or a Disaster.

**Center-Based Recovery Services - General**

All Center-Based Recovery Services are available for Customer's immediate and exclusive use following a Disaster Declaration.

Customer may use the Center-Based Recovery Services for 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 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 Recovery Services then being utilized by Customer.

**C. MOBILE RECOVERY SERVICES****Mobile Recovery Services – Replacement Recovery System - Features**

SunGard will provide a fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than, in all material respects, the Mobile Configuration described in this Order, provided to Customer by one of the following Customer-selected options as identified in Part 1 of this Order:

Primary Recovery Facility. Immediate access to the Replacement Recovery System at a SunGard facility where it is then installed following a Disaster Declaration.

Alternate Recovery Facility. Delivery of the Replacement Recovery System to an alternate available SunGard 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's 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 located in the continental United States (or Canada – if contracting for Services with SunGard's Canadian Affiliate) requested by Customer, within 48 hours of a Disaster Declaration.

**Supplemental Office Space - Features**

SunGard will provide an adequate and reasonable amount of office space which can accommodate terminals, to operate the Replacement Recovery System in the same SunGard facility where the Replacement Recovery System is located.

**Mobile Work Group - Features**

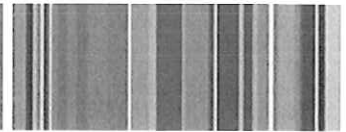
SunGard will commence the delivery of a vehicle to accommodate the Mobile Work Group Configuration described in this Order, to a destination in the continental United States (or Canada – if contracting for Services with SunGard's Canadian Affiliate) requested by Customer, within 24 hours of a Disaster Declaration.

**Quick Ship Equipment - Features**

SunGard will ship equipment equal to or better than (in all material respects) the Quick Ship Equipment described in this Order, to a properly equipped facility in the continental United States (or Canada – if contracting for Services with SunGard's Canadian Affiliate) requested by Customer, within 48 hours of a Disaster Declaration.

**Activation Manual - Features**

SunGard will provide within 120 days after this Order is signed by SunGard, an Activation Manual containing placement recommendations, vendor contact information, and electrical and communication requirements related to the Mobile Data Centers. SunGard's obligation to prepare and provide the Activation Manual is subject to Customer's reasonable cooperation.



#### Mobile Recovery Services - General

All Mobile 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 Recovery Services for the duration of a Disaster.

SunGard retains title to all of the Mobile Recovery Resources.

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

- Obtain or provide all permits, landlord consents and other authorizations, 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 instructions when Customer's use or right to use during a Disaster or Test ends;
- Not relocate the Mobile Recovery Resources without SunGard's prior written consent, not to be unreasonably withheld; and
- With respect to any SunGard vehicle, provide a suitable location for SunGard to park the vehicle.

#### D. NETWORK SERVICES

##### Network Services – Center to Center - Features

SunGard will provide on-demand connectivity among SunGard facilities using the Network Configuration described in this Order.

##### Dedicated Access Circuit Services - Features

SunGard will provide dedicated connectivity between the location(s) specified in this Order and the SunGard facility described in this Order, using a dedicated circuit that is either procured and installed by SunGard or procured and installed by Customer with installation management assistance from SunGard.

##### Net Redirect Services - Features

SunGard will provide on-demand, point-to-point or point-to-multipoint, Internet Protocol (IP) connectivity between the SunGard facility described in this Order, using a single Ethernet interface directly attached to a Customer-provided router at the Covered Location.

##### Frame Relay or ATM Port Services - Features

SunGard will provide on-demand frame relay or ATM port-based connectivity between Customer's frame relay or ATM network and the SunGard frame relay or ATM port.

Customer is responsible for all costs and telecommunications vendor notifications and communications attributable to Customer's re-direction of Customer's frame relay/ATM permanent virtual circuit(s) to the SunGard frame relay or ATM port.

##### Web ReDirect Services- Features

SunGard will provide on-demand access to the Internet from the SunGard facility described in this Order (Service does not include domain or network configuration).

##### Telephone Line - Features

SunGard will provide an analog line available for use in conjunction with a dedicated cabinet or shelf contracted for by Customer at the identified SunGard facility.

**Network Services - General**

Customer may use the Network Services for 6 weeks following a Disaster Declaration. If a Disaster continues for longer than the 6 week period, Customer may continue to use the Network 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 Network Services then being utilized by Customer.

SunGard will make the Network Services available within 2 hours of a Disaster Declaration.

The Network Services are provided subject to the availability of the necessary services by SunGard's underlying network and Internet service providers.

Network availability excludes downtime attributable to routine and preventative maintenance.

**E. TEST SERVICES****Test Services - Features**

SunGard will provide certain Recovery Resources to Customer for Customer testing of its disaster recovery capability ("Test") for the number of Test Periods stated in this Order.

Each test period equals 8 hours of consecutive Test time per contract year on a non-cumulative basis ("Test Period").

Customer will comply with SunGard's Test Scheduling & Cancellation Policy set forth in the Users' Guide.

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

**F. SUPPORT SERVICES****Support Staff – Features**

SunGard will provide support staff consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate (collectively "Support Staff") on a 24-hour-a-day, 7-day-a-week basis, as needed while Customer is using the Recovery Services at a SunGard facility during a Test or Disaster.

**User's Guide and Customer Portal - Features**

SunGard will provide access to the Users' Guide for the Recovery Services and all applicable updates and revisions, as and when issued, via the customer Portal <http://www.mysungard.com>.



**G. SERVICE CONDITIONS****Multiple Disaster Provisions**

Customer's rights of immediate and exclusive use of the Recovery Services is subject to the possibility that one or more other customers ("other affected customers") may declare a disaster and require use of the same Recovery Resources at the same time as Customer ("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 "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 "Shared Resources", irrespective of the order in which disasters occur or are declared and, in such cases, Customer will reasonably cooperate with SunGard and the other affected customers in the use of the Shared Resources.

All Recovery Resources are designated by SunGard as either Shared Resources or Priority Resources in SunGard's reasonable discretion and are subject to change without notice; provided that SunGard 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 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 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 will not grant any other customer greater rights of access to or use of the Recovery Resources than are granted to Customer.

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

SunGard will not enter 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 will monitor approaching storms or other situations of which SunGard is aware that might cause a Multiple Disaster, and will use commercially reasonable efforts to coordinate contingency plans with all potentially affected customers.

**General Service Conditions**

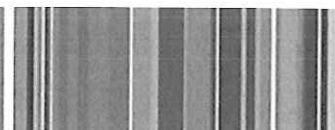
Both SunGard and Customer will comply with SunGard's uniform policies regarding security, safety, operations and other procedures for accessing and using the Recovery Resources during disasters and tests which are included in SunGard's Users' Guide and in other written documents provided by SunGard to its customers from time to time.

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 Recovery Services.

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

- Notify Customer in writing at least 60 days before making any change that might substantially and adversely impact Customer;
- Provide Customer a reasonable number of free additional Test Periods to Test the affected Recovery Services; and
- Allow Customer to terminate the affected Recovery Services if Customer reasonably believes such 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 Recovery Services for either a Disaster or Test.





Customer will be responsible for (a) all communications and similar third party charges resulting from Customer's use of the Recovery Resources, (b) all power, fuel and other utility charges resulting from Customer's use of the Recovery Resources during a Disaster, except during the first 6 weeks of Hotsite use, (c) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Recovery Resources used by Customer, and (d) all costs associated with the installation and de-installation of Mobile Recovery Resources used by Customer at non-SunGard locations.

Except to the extent caused by SunGard's negligence, in the event that unauthorized parties gain access to SunGard facilities through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred and the cost of replacing such devices.

This Order does not create any interest in real estate and is strictly an agreement for the provision of services, which are personal in nature to the parties. Customer will not permit any Customer-related third party liens to be placed against all or any portion of the Services or any SunGard-provided equipment or software.

SunGard shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the SunGard facilities used to provide Services.

Prior to Customer's occupancy, and during the Term of the Order, Customer shall procure and maintain the following minimum insurance coverage: (i) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction; Employer's Liability with limits of \$500,000 each accident; (ii) Commercial General Liability with combined single limits of \$2,000,000 each occurrence; and (iii) "All Risk" Property insurance covering the Customer-provided equipment. Customer shall provide to SunGard a certificate of insurance demonstrating that it has obtained the required insurance coverage prior to Customer's use of the Services. Such certificate shall contain a statement that Customer shall notify SunGard of any material changes or cancellation promptly. Customer shall require any contractor accessing a SunGard facility on its behalf to procure and maintain the same types and amounts of insurance as set forth above.

Customer will not interfere with any other SunGard customer's use of SunGard's facilities or services.

Customer represents and warrants that it has the full legal right to utilize any Customer-provided equipment and software

Within 10 business days of the termination or expiration of the Order, Customer will return all SunGard provided equipment, software and Customer occupied areas in the same condition as received (reasonable wear and tear excepted), and remove all Customer-provided equipment and software. If Customer fails to remove its equipment and software as required or if Customer fails to pay SunGard any amounts due, and such failure continues for more than 30 days after receipt of SunGard's written notice of nonpayment SunGard may disconnect and remove any or all of the equipment (including any data or software resident on such equipment), and store any Customer-provided equipment in a reasonable location for up to 6 months, at Customer's expense. Upon conclusion of the 6 month period, SunGard may dispose of such equipment and any Customer data or applications without liability to Customer. SunGard may redeploy any SunGard-provided equipment in any manner in its sole discretion and shall delete all Customer software and data residing on such equipment before redeployment.