

## Schedule 9 – Recovery Services

### Commencement date for provision of the Supplies

The date on which the Supplies become available for use by the Customer (regardless of whether or not they are actually used on that date), as specified in the first monthly invoice relating to the Supplies.

### Description of the Supplies

The provision of the Recovery Services described in Part 2 of this Schedule, as specified in the Order Form.

### Prices payable for the Supplies

As set out in the Order Form.

### Service Level Agreement

None.

### Software licences

None.

### Special Conditions

#### 1. Definitions

The following definitions apply in this Schedule:

**Backup Capability:** the equipment and other resources specified as such in the Contract. In relation to Mobile Recovery Services, this does not include the trailer's tractor or other motive power.

**Backup Site:** the site specified as such in the Contract, at which the Backup Capability is to be made available.

**Customer Facility:** the facility specified as such in the Contract.

**Disaster:** in relation to the Customer, an unplanned interruption of or inaccessibility to the Customer Facility, and, in relation to another Subscriber, an event or circumstance entitling the other Subscriber to use all or part of the Backup Capability for disaster recovery purposes.

**Fixed Services:** the services described in clause 2.2.

**Initial Term:** the term specified as such in the Contract.

**Invocation:** receipt by SunGard from the Customer of a request, in accordance with clause 5, to use all or part of the Backup Capability for the Customer's disaster recovery purposes.

**Invocation Response Time:** the time after Invocation, as specified in the Contract, within which SunGard is to make the Backup Capability available to the Customer.

**Media:** all materials for recording data.

**Mobile Services:** the services described in clause 2.3.

**Multiple Disasters:** unplanned and unforeseen events resulting in competing demands for all or part of the Backup Capability.

**PC Image:** SunGard's maintenance of a PC image of the Customer's software configurations and its installation on shipped PCs.

**QuickShip Services:** the services described in clause 2.4.

**QuickShip ATOD:** QuickShip at time of disaster as described in clause 2.2.

**Recovery Period:** the maximum period, as specified in the Contract, commencing on Invocation for which the Customer may use the Backup Capability for disaster recovery purposes.

**Subscriber:** any third party (which for these purposes may include the Customer itself under another contract) entitled to use all or part of the Backup Capability for disaster recovery purposes.

**Term:** the period specified in clause 3.

**Testing:** use of the whole or part of the Backup Capability by the Customer for testing purposes pursuant to clause 4.

**Test Days:** the number of days available each Test Year for the Customer's testing as specified in the Order Form.

**Test Year:** (a) any 12 month period falling within the Term starting with the date specified as the Test Year Reference Date in the Contract, or any anniversary thereof, and (b) any other period of less than 12 months falling within the Term.

## 2. The Services

2.1 The Services may include one or more of the following as specified in the Schedule to the Contract.

2.2 *Fixed Services.* These may be computer or workplace services. In either case, unless otherwise agreed in the Contract, the Services include:

- (a) The provision by SunGard of a Backup Capability at a SunGard Backup Site. The Backup Capability will consist, in the case of computer recovery, of the computer equipment specified in the Contract, or in the case of workplace recovery, the workstations equipped with a PC and telephone, as specified in the Contract, with telecommunications links;
- (b) Testing, to allow the Customer to test its recovery procedures;
- (c) Invocation service, on a first come first served basis, to assist the Customer's recovery from a Disaster;
- (d) Such technical assistance, as may be agreed by SunGard, to assist the Customer on testing after Invocation;
- (e) If a QuickShip ATOD option is agreed in the Contract, an option, on Invocation only, to have elements of the Backup Capability shipped to the Customer's site.

2.3 *Mobile Services.* The Services are only available in conjunction with the QuickShip Services and include:

- (a) Provision by SunGard of Backup Capability in the form of a trailer in which the QuickShip Backup Capability can be installed. The trailer Backup Capability may be retained at the Backup Site and used to hold the QuickShip Backup Capability.
- (b) Testing, but only if specifically agreed for the related QuickShip Services. Unless otherwise agreed, testing is not available, and the Service is an invocation only service.
- (c) Invocation service, on a first come first served basis, to assist the Customer's recovery from a Disaster.

2.4 *QuickShip Services.* These are equipment (e.g. telecommunications or computer) and not workplace recovery services. Unless otherwise agreed in the Contract, the Services include:

- (a) Provision by SunGard of a Backup Capability. On Invocation, the Backup Capability may be provided at a SunGard Backup Site or the Customer's site, as agreed.
- (b) Testing, but only if specifically agreed in the Contract. Unless otherwise agreed, testing is not available, and the Service is an Invocation only service.
- (c) Invocation service, on a first come first served basis, to assist the Customer's recovery from a Disaster.
- (d) If agreed in the Contract, an option to have a PC Image maintained by SunGard of the Customer's software configurations for installation on shipped PCs.

2.5 *Ancillary hosting of Customer Equipment (small items).* This service is only available in conjunction with Fixed Services. If agreed in the Contract, the Customer may place equipment at the Backup Site or, in certain circumstances, another SunGard site for use in connection with the Services.

2.6 *Remote Console Service.* This service is only available for computer (but not workplace)

recovery Fixed Services. If agreed in the Contract, the Customer may access all or parts of the Backup Capability as specified in the Contract during Testing and on Invocation from a location other than the Backup Site.

### **3. Term**

Subject to the other provisions of the Contract, SunGard shall provide and the Customer shall subscribe for the Services for the Term. The Term starts on the Commencement Date, lasts for the Initial Term, and continues thereafter unless terminated at the end of the Initial Term or on an anniversary thereof by either party giving to the other not more than nine months and not less than six months prior notice of such termination.

### **4. Testing**

- 4.1 The Customer is responsible for ensuring that its operating systems, application software and procedures operate to its satisfaction on the Backup Capability. If Testing is provided, then subject to clause 4.2, the Customer may use the Backup Capability for the Test Days during each Test Year of the Term for Testing in accordance with the Contract.
- 4.2 Testing will be scheduled and conducted in accordance with SunGard's policies and procedures in effect from time to time. SunGard may cancel scheduled test time when another Subscriber requires use of all or part of the Backup Capability for disaster recovery purposes. SunGard will use its reasonable endeavours to reschedule cancelled tests, but no allowances or credits will be given.
- 4.3 At the end of Testing, SunGard will re-initialise all disks used by the Customer during Testing. If the Customer wishes the data to be deleted from the disks, the Customer must delete the data before the end of Testing.

### **5. Invocation**

- 5.1 If the Customer suffers a Disaster, it may give notice to SunGard, in accordance with SunGard's invocation procedures notified to it from time to time, that it wishes to use the Backup Capability for disaster recovery purposes.
- 5.2 Subject to clause 6, following such Invocation SunGard will make the Backup Capability available to the Customer within the Invocation Response Time. The Customer may use the Backup Capability for so much of the Recovery Period as it requires to enable it to recover from the Disaster.
- 5.3 If the Customer uses the Backup Capability throughout the Recovery Period, it may, subject to clause 6.4, continue to use it after the end of the Recovery Period.
- 5.4 Following Invocation, the Customer shall use all reasonable endeavours to reoccupy the Customer Facility or locate and occupy a suitable alternative data processing centre (in relation to computer recovery) or office area (in relation to workplace recovery), so as to release the Backup Capability as soon as possible.

### **6. Multiple Disasters**

- 6.1 SunGard has multiple Subscribers for its services. It may sub-contract the provision of part of its Services and the sub-contractor may also have multiple subscribers for its services. Accordingly, SunGard cannot guarantee that there will not be competing demands for the Backup Capability. If Multiple Disasters occur, another Subscriber may already have invoked all or part of the Backup Capability, and it may therefore not be possible for SunGard to make it available to the Customer. If Multiple Disasters occur, all invocation requests shall be dealt with on a first come first served basis in the order in which they are received.
- 6.2 SunGard shall not be liable if, due to Multiple Disasters, the Backup Capability is not available for the Customer's disaster recovery purposes, but it shall use its reasonable endeavours to make alternative facilities available to the Customer.
- 6.3 During Multiple Disasters, notwithstanding that the Customer may have priority, it shall co-operate with SunGard's reasonable efforts to provide disaster recovery services to other Subscribers.
- 6.4 The Customer's right to use the Backup Capability (a) for Testing at any time and (b) for its disaster recovery purposes after the end of the Recovery Period, shall cease within an hour of notice from SunGard (whether by notification to the Customer's personnel at the Backup Site or otherwise) that the Backup Capability is required to provide disaster recovery services to another Subscriber. In no event may the Customer continue use of the Backup Capability at a

SunGard Backup Site for more than six months after Invocation.

## **7. Changes to Backup Capability and SunGard Backup Site**

- 7.1 If the Backup Site is a SunGard site, SunGard shall be entitled to change its location by giving the Customer no less than 90 days' notice.
- 7.2 SunGard shall be entitled to change equipment configurations in the Backup Capability. SunGard shall give the Customer at least 60 days' notice of any significant changes. If any such change substantially and adversely affects the Customer's ability to utilise the Backup Capability for disaster recovery purposes, it may within 30 days of SunGard's notice to it, terminate the Contract with respect to the affected Services by notice. Without prejudice to any accrued rights and obligations, neither party shall be liable to the other for such termination. If the Customer does not give any such notice within 30 days of SunGard's notice, it will be deemed to have accepted the change.

## **8. Fixed Services – additional provisions**

- 8.1 Car parking spaces may be available to the Customer at a SunGard Backup Site. These will be limited to the number indicated in the Contract, and there is no guarantee that they will always be available. The Customer shall ensure that its personnel do not park in spaces other than those allocated, or in any other parts of the estate on which the Backup Site is situated in which parking is restricted. Cars are parked at SunGard sites at their owner's risk.
- 8.2 If any elements of the Backup Capability are shipped to the Customer after Invocation, the additional provisions in clause 9.1 apply.

## **9. Mobile and QuickShip Services – additional provisions**

- 9.1 Unless the Backup Site is a SunGard Site, then at the Customer's expense:
- (a) The Customer shall ensure that the Backup Site and access thereto is available for delivery of the Backup Capability and its removal and that all necessary consents, licences and permissions whatsoever that may be required are obtained;
  - (b) From the time the Backup Capability is delivered to the Customer until its return to SunGard, the Customer will:
    - (i) keep the Backup Capability at all times in good condition and working order and clean and tidy and not, without SunGard's prior written consent, remove anything or permit or suffer anything to be removed from, or make, permit or suffer to be made any alteration or addition to, the Backup Capability;
    - (ii) not remove the Backup Capability from the Backup Site or part with or share possession of the Backup Capability or sell, assign, charge mortgage, pledge, sublet or lend out the Backup Capability or permit or suffer to be done anything which might prejudice SunGard's interests in the Backup Capability;
    - (iii) permit SunGard and/or its authorised representatives full and free access to the Backup Capability and provide such person(s) with reasonable facilities to inspect and/or repair the Backup Capability and give SunGard such information relating to the Backup Capability as SunGard may reasonably require.
  - (c) At the end of Testing (if applicable), and the end of the Recovery Period or, if earlier, when the Customer no longer needs the Backup Capability for disaster recovery purposes, the Customer will return the Backup Capability to SunGard. The Customer is responsible for ensuring that the Backup Capability is complete and in good condition and working order on its return to SunGard and shall reimburse to SunGard the cost of any repairs and parts and labour required to make it so.
- 9.2 If the Backup Site is a SunGard site, the Customer shall not have the obligations set out in clause 9.1. However, the Customer shall pay SunGard's charges current from time to time in relation to the connection and usage of power, telephone line(s) and other communication link(s) required by the Customer at the Backup Site for connection to the Backup Capability.

## **10. Mobile Services – further additional provisions**

SunGard shall be entitled to inspect the Backup Site and its means of access from time to time and to suspend performance of its relevant obligations under the Contract if the Backup Site and access thereto do not meet its reasonable requirements.

## **11. QuickShip Services – further additional provisions**

- 11.1 Whether delivered to a SunGard Site or a Customer site, SunGard will install the Backup Capability, and if the PC Image is to be provided, SunGard will install the software specified in the PC Image, if applicable, and otherwise configure the Backup Capability in accordance with

the PC Image.

- 11.2 Unless the Backup Site is a SunGard Site, at the Customer's expense, the Customer shall provide all power links, power, telephone line(s) and communication link(s) required for the Backup Capability.
- 11.3 *Purchase of Backup Capability.* In relation to all elements of the Backup Capability other than PCs, and if so requested by the Customer in writing, SunGard shall supply within 3 business days of receipt of such request a quotation for the purchase by the Customer of the equipment comprised in the Backup Capability. The quotation will specify the price and other terms and conditions of sale and the period of validity of the quotation. Payment will be due at the end of the Recovery Period. Unless otherwise agreed, the purchase will not include any software and the Customer shall make its own arrangements with the software licensors in respect of software installed on the Backup Capability.

## **12. Ancillary Hosting of Customer Equipment (small items)**

- 12.1 If SunGard agrees to accept small items of Customer equipment (e.g. communications equipment) on to the Backup Site or any other SunGard site for use in connection with the Services, the provisions of this clause 12 shall apply (in addition to the General Terms and Conditions). Hosting of larger items requiring floor space is subject to SunGard's Computer Equipment Room Hosting terms and conditions.
- 12.2 The Customer may leave its equipment on the relevant SunGard site for such period as SunGard may specify in the Contract, and if such a period is not specified then until SunGard requests that the equipment be removed. However, at SunGard's request, the Customer shall remove any equipment if it is operating in excess of the limitations for power and heat output defined in the Contract, or in SunGard's reasonable opinion, it has an adverse effect on the SunGard facility.
- 12.3 Delivery to and removal of the Customer's equipment shall be done by the Customer at its expense at times agreed with SunGard. Unless otherwise agreed, SunGard shall have no responsibility for unpacking, installing, deinstalling or packing the Customer Equipment or for the cost of doing so. The Customer's equipment may not be connected to any other equipment at the Backup Site without SunGard's prior consent and, if it so desires, its involvement.
- 12.4 The Customer's access to the SunGard site and the Customer equipment, and the delivery, installation and removal of the Customer equipment shall be in accordance with SunGard's applicable access and operational procedures in effect from time to time.
- 12.5 The Customer's equipment shall be at the risk of the Customer at all times. The Customer is responsible for insuring the Customer's equipment against loss and damage.
- 12.6 The Customer shall be responsible for the operation and maintenance of the Customer Equipment.

## **13. Remote Console Service**

- 13.1 Services vary depending on whether the Remote Console Service is conducted from a SunGard or Customer site. Unless otherwise agreed, the Customer may only concurrently use the maximum number of servers specified in the Contract.
- 13.2 *Definitions.* For the purposes of this clause only:

**Customer Control Centre:** only applies in relation to a Remote Console Site which is a SunGard site and means desks, networked PC's and telephones as described in the Contract from which the Customer can communicate with the Backup Capability;

**Remote Console Site:** means the site other than the Backup Site from which the Remote Console Service is to be conducted;

**Tape Operator:** means a person responsible for the loading of backup media onto the Backup Capability;

**Technical Operator:** means a person responsible for the recovery of the Customer's systems onto the Backup Capability.

- 13.3 If the Remote Console Site is a SunGard site:

SunGard will provide:

- (a) a Customer Control Centre as described in the Contract at the Remote Console Site;
- (b) a communications link between the Customer Control Centre and the Backup

- Capability, separate from any network that the Customer may operate for recovery purposes, to enable the Customer to run a remote console session on each of the platforms being used; and
- (c) telephone access to SunGard technical assistance.

The Customer will:

- (a) send its backup tapes to the Backup Site;
- (b) provide a Tape Operator at the Backup Site or pay SunGard's charges for SunGard providing a Tape Operator;
- (c) be responsible for the recovery of its systems and for providing Technical Operators; and
- (d) collect its backup tapes from the Backup Site at the end of Testing and Invocation.

#### 13.4 If the Remote Console Site is a Customer site:

SunGard will provide:

- (a) information and assistance to enable the Customer to install and configure any software and/or client access tools it may require for console emulation, on its PC or PCs at the Remote Console Site, for the platform being used;
- (b) at the Backup Site, a router and Local Area Network connected to the Backup Capability, separate from any network that the Customer may operate for recovery purposes, to enable the Customer to run a remote console session on each of the platforms being used; and
- (c) telephone access to a SunGard technical assistance.

The Customer will:

- (a) send its backup tapes to the Backup Site;
- (b) provide a PC or PC's configured with suitable software and/or client access tools to enable console emulation for the platform being used;
- (c) provide a Tape Operator at the Backup Site or pay SunGard's charges for SunGard providing a Tape Operator;
- (d) provide the appropriate communications link from the Remote Console Site to SunGard's secure access device at the Backup Site;
- (e) be responsible for the recovery of its systems and for providing Technical Operators;
- (f) be responsible for the availability and operation of all components of the Remote Console Service outside the Backup Site; and
- (g) collect its backup tapes from the Backup Site at the end of Testing and Invocation.

### 14. Customer's general responsibilities

- 14.1 The Customer is responsible for the provision, control, support, operation and processing of whatever it deems necessary for its use of the Services. Without prejudice to the generality of the foregoing, the Customer has sole responsibility for the security, adequacy and accuracy of all data, instructions, programs and procedures submitted and used by it and the results obtained therefrom and for being licensed to use its software on the Backup Capability. The Customer shall establish audit controls, data functions, operating methods and check points appropriate to its use of the Services including, without limitation, the creation of backup files and other desirable security arrangements. SunGard shall not in any circumstances be obliged to reconstruct or furnish any files, data or programs which may for any reason be required and / or any information or details in respect of any codes or passwords used by the Customer and shall have no obligation or responsibility in respect of such matters. Without prejudice to the foregoing, SunGard will be entitled to charge for such services on its then current terms.
- 14.2 The Customer shall be responsible for supplying Media in a form suitable for use on the Backup Capability. SunGard shall be entitled to reject any unsuitable Media. The Customer bears all risk of loss of or damage to Media (when located at the Backup Site and when being transported or carried by or on SunGard's behalf or otherwise).
- 14.3 The Customer shall operate the Backup Capability in a proper manner and only in connection with its ordinary business and take proper care of the Backup Capability, and not allow any person to use the Backup Capability who is not trained and skilled in operating the Backup Capability. The Customer shall return the Backup Capability to SunGard in good condition and working order and reimburse to SunGard promptly any amounts incurred by SunGard, plus 15%, in replacing or restoring to good condition and working order any part of it which is not returned to SunGard in accordance with the requirements of the Contract.
- 14.4 The Customer warrants as at the date of the Contract that the Customer Facility is fully operational and that it has and will continue to keep in force an appropriate maintenance agreement for any equipment comprised in the Customer Facility with a suitable maintenance

provider.

- 14.5 The Customer shall ensure that its employees, agents and subcontractors shall abide by all security, health and safety and other regulations in effect at a SunGard Backup Site or in effect in relation to Mobile Backup Capability.

**15. Miscellaneous**

- 15.1 The Customer shall indemnify SunGard against any damage to the Backup Capability, any SunGard Backup Site or any equipment, or fixtures and fittings located, kept or stored therein caused by a wilful act or negligence of the Customer, its agents, employees or subcontractors.

- 15.2 SunGard's physical security system, access control system, telecommunications network, and all documentation and manuals provided or made available by SunGard are its confidential information, in respect of which the Customer shall comply with clause 15 of the Conditions as if it were Connexus's confidential information.

- 15.3 The Customer shall pay ancillary charges, monthly in arrears, for:

- (a) supplies, including, without limitation, consumables, telecommunications usage, accommodation and meals, at SunGard's cost plus 15%;
- (b) cleaning of any part of the Backup Capability required as a result of its use by the Customer, at SunGard's cost plus 15%;
- (c) shipment of item(s), at commercial rates if performed by SunGard, or at SunGard's cost plus 15% if performed by a third party supplier; and
- (d) technical assistance for Testing and/or invocation requested by the Customer or its personnel which is not within that included in the charges specified in the Schedule, at SunGard's applicable staff rates in effect from time to time.

## Part 2 – Service Description

1. *Initial Setup and Documentation*
  - 1.1 Connexus, with the aid of NMW IT staff, will create a base image of each production server and fully document the build process from bare metal recovery to fully operational. This document will be tested to confirm the necessary elements are being backed up on the production servers and that any necessary media is available in the event of a recovery being required.
  - 1.2 Connexus will provision the DR circuit into the recovery centre and confirm the availability of the IP Subnet. Addresses will be pre-allocated to recovery servers and documented as part of the recovery procedure. The assigned address will then be configured on all remote locations in preparation for a recovery test.
  - 1.3 Connexus will schedule a full system recovery test including server recovery and integration into the existing NMW wide area network. Scope to be defined by NMW Management.
  - 1.4 In the event that it is not a site related disaster and that the issue is relating to a number of the critical servers, 5 servers of the specification outlined in this document will be shipped to site within 24 hours for an on-site recovery. All static entries that reference IP addresses will all be changed to use FQDN's. This will allow users to be redirected to the DR servers more rapidly and remove the reliance of physical IP address.

Table 1

Quantity	Description
1	Documented Procedure for recovery of all critical servers x 5
1	Tested recovery process for all critical servers
1	Tested cut-over plan for remote site recovery
1	Documented media/documentation requirements for full system recovery
1	Full System Recovery test at remote recovery facility, including remote branch test.

2. *Recovery Centre*
  - 2.1 The solution will allow a secondary set of servers as listed in table 2 as to be configured and made available at the recovery centre in the event of a full or partial disaster at the NMW Bristol site.
  - 2.2 At point of disaster DNS entries will be changed throughout the network to divert requests to the DR servers and all network traffic will be re-routed to the recovery network.
  - 2.3 The services listed in Table 2 and Table 3 will be made available for use within 12 hours of an invocation of a Disaster.

Table 2

### Backup Capability – INTELL SERVER

Quantity	System	Memory	Disk	Media
2	3.2GHz Pentium 4 x 2 CPUs	4096 MiB	200GB	
2	3.2GHz Pentium 4 x 2 CPUs	4096 MiB	400GB	
1	3.2GHz Pentium 4 x 2 CPUs	4096 MiB	400GB	1 x LTO Ultrium

Table 3

### Backup Capability - WORKPLACE

Quantity	Description	Notes
40	Workplace positions	Desk, Chair, 3 UTP connections, 1 x Ethernet, Digital LCD Telephone handset

1	Meeting Room	Shared meeting room
1	Conference Room	Shared conference room
1	Rest Area	
20	Digital Channels of ISDN	Supports 20 simultaneous calls
3	Direct Dial Numbers	
40	Positions using Standard ACD	Auto Attendant, Agent Log in, Discrete Partition and tailored configuration
40	PC's with Flat Screen Monitor	
1	Laser Printer	
1	Fax Machine	
1	Photocopier	
1	Workplace 10inch lockable comms shelf	
1	SDSL or Bonded ADSL Wide Area Connection	

### 3. *Invocation*

Table 5

<b>Invocation Response Time</b>	3 hours + Server Setup Time = 12 hours
<b>Recovery Period</b>	13 Weeks
<b>Invocation Charge</b>	£500.00 per invocation
<b>Recovery Service Usage Charges</b>	£2000.00 per day These Recovery Service Usage Charges are payable for each day (or part thereof) where (subject always to clause 6.4 of the Recovery Services Terms and Conditions) the Customer continues to use the Backup Capability for its disaster recovery purposes after the expiry of the Recovery Period. Payable monthly in arrears.

### 4. *Testing*

Table 6

<b>Test Days</b>	2 Business Days per year to be taken over no more than 1 separate test
<b>Test Year Reference Date</b>	Commencement Date

### 5. *Termination Charges*

Where the Service is terminated in the first 12 months, the Customer will be charged:

- (a) an amount equal to the charges due to the end of the first 12 months minimum period; and
- (b) termination charges equal to the total outstanding rental charges payable for the remainder of the contract period.