Confidentiality

NTT Data Service Description

Public Cloud Disaster Recovery and Migration Service

Introduction

NTT Data is pleased to provide Public Cloud Disaster Recovery and Migration Services (the "Service(s)") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "Order Form") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact NTT Data Technical Support or your sales representative.

The Scope of This Service

Public Cloud Disaster Recovery and Migration Services provide cloud infrastructure and services to help you protect the value of your cloud investment. In delivering this Service, we will utilize a Software-as-a-Service ("SaaS") based platform providing **live-workload mobility** for **disaster recovery and disaster recovery** purposes, supporting any application, using **continuous block-level replication**. The automated machine conversion of this cloud platform allows to seamlessly replicate servers from any source infrastructure into and across clouds.

The solution described above may be used to deliver two primary types of services:

1. **Cloud-based DRaaS** – Enabling continuous protection for business continuity purposes, supporting any Windows/Linux based systems, from any source infrastructure (physical/virtual/cloud) to any supported private/public cloud-based infrastructure.
2. **Live workload migration** – Enabling a one-time / one-way migration of any Windows/Linux based systems, with minimal downtime, from any source infrastructure (physical/virtual/cloud) to any target infrastructure (physical/virtual/cloud).

This Service Description ("**Service Description**") is entered among you the customer ("**you**" or "**Customer**") and the NTT Data entity identified on your invoice for the purchase of this Service. This Service is governed by and subject to Customer's separate signed master services agreement with NTT Data that explicitly authorizes the sale of the Service (as defined herein) or, in the absence of such agreement, NTT Data's terms of sale applicable to commercial customers, which is available at www.NTT Data.com and incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such online terms. A hard-copy print version of the NTT Data's terms of sale is also available upon request.

The two service options available, Disaster Recovery and Migration, are described below.

NTT Data, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that NTT Data resources may include employees of NTT Data and/or a service provider or subcontractor to NTT Data.

Use Cases

Disaster Recovery into the Public Cloud – convert CAPEX to OPEX and save dramatically on DR.

Disaster Recovery for Cloud-based Applications – build your DR site on an alternate AWS region/ AZ so it is always available in case of disaster.

Migration into the Public Cloud – from your on-premise environment, physical or virtualized.

Dev, Test and Stage on the Cloud – leverage the elasticity of the cloud for all stages of your development life cycle.

Features Benefits

Trusted advisor function helps expand and improve infrastructure reliability and recoverability

Dedicated or multi-tenant disaster recovery environments, utilizing cloud technologies to meet your unique disaster recovery needs

Ability to design, develop and implement disaster recovery plans — based on industry-aligned best practices and our extensive experience

Mature internal framework supports a variety of technologies, vendors and environments with competitive pricing and the latest technological advances

More than 20 years of experience successfully designing, deploying, testing and maintaining disaster recovery strategies and plans, across all industries

Continuous, asynchronous replication Avoid data loss typical of snapshots or backup solutions

Non-disruptive testing Ensures your replica application is always ready to go

Versatile Use for migration to the cloud, for disaster recovery or for dev, test and staging

The NTT Data Advantage

- Disaster Recovery Institute International (DRII) **–** certified recovery professionals
- Best-in-class methodology for gap analysis and documentation
- Proven and mature framework that supports regular disaster recovery exercises
- Ability to employ a multitude of NTT Data-owned or third-party recovery facilities
- Automated processes and toolsets for continuous and accurate management and updating of disaster recovery plans
- Expansion capability to integrate disaster recovery with business continuity exercises,
- Process driven and comply with regulations such as International Organization for Standardization (ISO), IT Infrastructure Library (ITIL) and NFPA 1600 (preparedness standard for the National Fire Protection Association)
- Based on a tiered support model and an automation-focused methodology that enables seamless recovery of IT services in case of an unforeseen event

Service Components

Service component	Features and benefits
Disaster recovery assessment	Our designated planners review your existing disaster recovery plan and compare it with your business requirements and industry best practices. We determine if there are specific risks, gaps, deficiencies or discrepancies between the existing plan and the organizational requirements for infrastructure resilience. This provides a complete view of your infrastructure's ability to recover from an unforeseen event.
Business impact analysis (BIA)	Our unique methodology for BIA helps quantify the impact of a loss from both a business interruption and financial perspective. It determines the kind of impact that a potential loss can have on your organization.
Recovery strategy design/development	Keeping in mind your unique infrastructure recovery requirements, our disaster recovery planners work with your key stakeholders to craft and develop a customized and flexible recovery strategy that meets your existing and future business goals.
Disaster recovery plan creation	• Our subject matter experts partner with your IT and business functions to create a comprehensive plan, which ensures the recoverability of your critical infrastructure components. • Accurately mapped to your organization's recovery strategy, we ensure that we meet all required RTOs and RPOs for infrastructure services, and all the underlying processes and technologies work together and support the developed plan.

Disaster recovery periodic exercises	• We utilize industry-aligned project management methodologies to:
	  − Lead and coordinate disaster recovery tests and exercises
	  − Provide reports and analysis of test results
	• The exercises lay the foundation for continual service improvement and ensure that all infrastructure changes are properly tested and their ability to recover remains unaltered.

Disaster recovery plan and process continuous review and maintenance	As new IT services are added and your environment continuously changes, our plan and maintenance methodology ensures that each new component is included in the disaster recovery plan and all controls are in place for a successful restoration — when needed.
Plan execution and support in an actual event	In case of unforeseen events, our disaster recovery planners work with your subject matter experts and stakeholders to ensure complete recovery of your infrastructure in time and as designed — for complete restoration of all needed IT services and functions.

Table of Options

	Disaster Recovery	Migration
Disaster Recovery Assessment	✔	-
Business Impact Analysis (BIA)	✔	✔
Recovery Strategy Design/Development	✔	-
Disaster Recovery Plan Creation	✔	-
Disaster Recovery Periodic Exercises	✔	-
Disaster Recovery Plan and Process Continuous Review and Maintenance	✔	-
Plan Execution and Support in an Actual Event	✔	-
Migration Readiness- Suitability Analysis	-	✔
Custom Migration Roadmap Builder	-	✔
Disaster Recovery Plan and Process Continuous Review and Maintenance	-	✔
Migration Plan Execution and Support	-	✔

For more information about any of our service offerings, please visit NTT Data.com/services or contact your NTT Data representative.

Data Collection Form

A Data Collection Form will be provided to the Customer at the project kick-off. This form will allow the customer to provide the IP address and/or host name of each device that will be covered under this Service.

Data Collection Agent

The following information will be collected via the Data Collection Agent and securely passed to the SaaS analytical engine for analysis and report generation. Services will gather the following data:

System Information

- Processor, e.g., "Intel(R) Xeon(R) CPU X5482 @ 3.20GHz"
- Other details about the processor such as processor clock rate, processor family and processor number of cores, memory
- System board vendor and model, e.g., system vendor="Acer" system model="Aspire S7-392"
- Operating system, e.g., Microsoft Windows [Version 6.2.9200]
- System identification information
  - DNS host name, e.g., WIN-C3N2VD185F8
  - System domain, e.g., WORKGROUP
  - System name, e.g., WIN-C3N2VD185F8
  - System workgroup, e.g., WORKGROUP
  - System part of domain, e.g., False
  - VM Name
  - MAC address(es)
  - IP address(es)
  - NIC type, e.g., Ethernet, Intel(R) 82574L Gigabit Network Connection
  - System status
    - Last shutdown time
    - Last boot up time
    - Disk drives
    - Interface type
    - Manufacturer
    - Serial number
    - Description
    - Disk name

System Performance Information

- CPU usage
- Memory usage
- Disk operations
- Network usage
- Cache usage

Process Information

- Program information

- o Executable name
- o Vendor
- o Other information such as product name, description, URL
- o Process performance information
    - CPU usage
    - Memory usage
    - Disk usage
    - Network usage
    - Application specific performance counters

Network Bandwidth Information
- Windows/Linux agents are approximately 5KB to 40KB per 10 minutes.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:
- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for the Customer.
- Exclusions for each service option are included in the Appendices

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Offer Specific Customer Responsibilities

Both Customer and NTT Data are responsible for collaborating on the execution of the Services. Customer agrees to cooperate with NTT Data to ensure that the Services are successfully completed. Customer agrees it is responsible for the following:

1) Prior to the start of the services engagement, Customer will indicate to NTT Data in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in scope and/or length in schedule.
2) Customer will provide technical points-of-contact, ("Technical Contacts"), who have a working knowledge of the environment in scope for the Services. NTT Data may request that meetings be scheduled with Technical Contacts.
3) The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
4) The Customer Contact will ensure that any communication between Customer and NTT Data, including any scope-related questions or requests, are made through the appropriate NTT Data Project Manager.
5) The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
6) The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

7) The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
8) Customer may be responsible for developing or providing documentation, materials and assistance to NTT Data and agrees to do so in a timely manner. NTT Data shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
9) The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
10) Customer will inform NTT Data of all access issues and security measures, and provide access to all necessary hardware and facilities.
11) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services.
12) Customer agrees to complete a customer satisfaction survey.
13) Customer agrees to provide access to the environment to install the Data Collection Agent OR Customer will install the Data Collection Agent themselves under the guidance and support of NTT Data.
14) Customer is to provide outbound internet over Secure Socket Layer (SSL) 443 and Secure Shell (SSH) to transfer historical data; this can be via a proxy server to reduce outbound access.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and NTT Data to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks NTT Data to perform these Services.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, NTT Data will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide NTT Data with all cooperation necessary for NTT Data to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, NTT Data will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

Data Backup. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. NTT DATA WILL HAVE NO LIABILITY FOR:

a) ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;

b) LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;

c) DAMAGED OR LOST REMOVABLE MEDIA;

d) THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR

e) FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY NTT DATA OR A THIRD-PARTY SERVICE PROVIDER.

NTT Data will not be responsible for the restoration or reinstallation of any programs or data.

Third Party Warranties. These Services may require NTT Data to access hardware or software that is not manufactured by NTT Data. Some manufacturers' warranties may become void if NTT Data or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that NTT Data's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. NTT Data does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

NTT Data Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the NTT Data entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with NTT Data that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by NTT Data's Cloud Solutions Agreement (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of NTT Data Services	
	Customers Purchasing NTT Data Services Directly From NTT Data	**Customers Purchasing NTT Data Services Through an Authorized NTT Data Reseller**
United States	NTT Data.com/cloudterms	NTT Data.com/cloudterms
Canada	NTT Data.ca/terms (English) NTT Data.ca/conditions (French-Canadian)	NTT Data.ca/terms (English) NTT Data.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Mexico: Your terms and conditions of sale will be sent to you along with your quote	Not applicable
Asia-Pacific-Japan	Available on request	Service Descriptions and other NTT Data service documents which you may receive from your seller shall not constitute an agreement between you and NTT Data but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other NTT Data service document shall in this context be understood as a reference to you whereas any reference to NTT Data shall only

NTT DATA

		be understood as a reference to NTT Data as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT Data with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	France: NTT Data.fr/ConditionsGeneralesdeVente Germany: NTT Data.de/Geschaeftsbedingungen UK: NTT Data.co.uk/cloudsolutionsagreement	Service Descriptions and other NTT Data service documents which you may receive from your seller shall not constitute an agreement between you and NTT Data but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other NTT Data service document shall in this context be understood as a reference to you whereas any reference to NTT Data shall only be understood as a reference to NTT Data as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT Data with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at NTT Data.com/servicedescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the NTT Data.com website in connection with your purchase or within a NTT Data software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other

legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Supplemental Terms & Conditions Applicable to Cloud & SaaS Services

1) **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between NTT Data and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

2) **Important Additional Information**

   I. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.

   II. **Optional Services.** Optional services (including point-of–need support, installation, consulting, managed, and professional, support, and security or training services) may be available for purchase from NTT Data and will vary by Customer location. Optional services may require a separate agreement with NTT Data. In the absence of such agreement, optional services are provided pursuant to this Service Description.

   III. **Assignment.** NTT Data may assign this Service and/or Service Description to qualified third party service providers.

   IV. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

3) **CloudEndure Terms and Conditions.** By entering this Agreement, you acknowledge that your use of the CloudEndure services is subject to the CloudEndure Terms of Service, a separate agreement between you and CloudEndure.