



ABACUS DISASTER RECOVERY TESTING POLICIES

Last Updated: 2024-11-06

This "Disaster Recovery Testing Policies" forms part of the *Master Professional Services Agreement* ("Principal Agreement") between: (i) for US based "Client": **ABACUS INFORMATION TECHNOLOGY, LLC (d/b/a Abacus Group LLC)**; or for UK based "Client": **ABACUS INFORMATION TECHNOLOGY UK LIMITED** (collectively "Abacus") acting on its own behalf and as agent for each Abacus Affiliate; and (ii) "**CLIENT**" (as detailed in the respective *Principal Agreement*) acting on its own behalf and as agent for each Client Affiliate.

The terms used herein shall have the meanings as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Principal Agreement. Except where the context requires otherwise, references herein to the Principal Agreement are to the Principal Agreement as amended by, and including, this addendum.

The ability for a firm to continue operations or quickly return to operations after experiencing a disaster event is a concern that all companies should address and which, in some cases, is required by certain regulatory bodies to be addressed.

To ensure a high level of resiliency, Abacus provides a subscription-based disaster recovery service that provides clients a redundant technology platform that is accessible in the event there is a disruption to Abacus's "production" technology platform. If Client subscribes to Abacus' disaster recovery service (and provided certain Products and/or Services are not excluded by applicable Disaster Recovery Waiver(s)), the redundant technology platform resides in a data center located in an area other than the "production" data center, and all applicable data from the "production" data center is replicated to the "secondary" data center in near real-time, so as to provide clients with minimal disruption and/or data loss in the event there is a disruption at the "production" data center.

Included as part of the disaster recovery service ("Disaster Recovery") are the number and types of tests within a 12 month period detailed in one or more applicable SOW(s) ("*Allotted Tests*").

Client understands and agrees that the following shall govern the scheduling and execution of any/all tests of the Abacus Disaster Recovery services, regardless of whether they are included with the Disaster Recovery service or are additional test(s) purchased by Client:

1. Abacus shall schedule the indicated number and types of Disaster Recovery tests per calendar year ("*DR Test Dates*"). Additional testing may be available and at the rate(s) detailed in one or more applicable SOW(s). Abacus requires a minimum of four (4) weeks advance notice for any testing outside of the stated DR Test Dates and/or Allotted Tests.
2. Abacus shall include all hosted servers in the scope of the test; *provided* Client may edit the scope of the test up to fourteen (14) days prior to the occurrence of the test, after which time, said scope shall not change.
3. Client's Approvers (as detailed in the *Abacus Portal*) shall be used as the point of contact for Disaster Recovery testing. The point of contact shall be available and able to freely communicate during any/all testing activities.
4. Disaster Recovery testing timeline shall include the following and shall be communicated by Abacus to Client in writing in advance:
 - a. An activation window where identified Services are unavailable;
 - b. Where applicable, the allocated additional time for 3rd party interaction; and
 - c. The allocated and indicated time for user testing, after which unless additional time is requested by Client, Abacus will revert servers to the "production" data center.
5. Client understands and agrees that in order to ensure a successful test: (i) any/all needed resources shall be available during the test windows specified in the scope; and (ii) the testing window defined in the scope shall be strictly adhered

to.

6. Client shall provide a minimum of seventy-two (72) hours prior notice if a Disaster Recovery test needs to be cancelled.
7. If one or more of the parameters set out in (1) to (6) are not met, Abacus shall have the right to cancel or otherwise terminate a Disaster Recovery test early. A Disaster Recovery test that is terminated early by Abacus pursuant to this paragraph shall be counted in determining the number of tests Abacus has performed for Client in each twelve (12) month period.
8. In the unlikely event that a technical issue precludes the safe execution of a Disaster Recovery test and/or technical issue(s) jeopardize(s) the restoration of services in the production site, Abacus reserves the right to abort a Disaster Recovery test. Client shall be entitled to a re-test for any/all Disaster Recovery test(s) terminated pursuant to this paragraph.