



ABACUS DISASTER RECOVERY WAIVER

Last Updated: 2025-01-24

This Disaster Recovery Waiver 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.

THIS DOCUMENT ADDRESSES A POTENTIAL SITUATION WHICH IF NOT AVOIDED COULD RESULT IN LOSS OF FUNCTIONALITY AND/OR DATA. PLEASE READ CAREFULLY.

The ability for a firm to continue operations or quickly return to operations after experiencing a disaster event is a concern that all firms 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 ("Disaster Recovery") that provides Client a redundant technology platform that is accessible in the event there is a disruption to Abacus's "production" technology platform. The redundant technology platform resides in a data center located in an area other than the "production" data center. All 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 Abacus' "production" data center.

Client understands and agrees that for any Products or Services specified as being for Production only or, due to its nature, can be reasonably implied to be a production only product / service in the applicable Statements of Work, Client has chosen not to subscribe to Abacus's Disaster Recovery service.

As a result, in the event of a disruption or outage to the "production" environment used to support Client, these Products or Services may suffer performance degradation; loss of features; and/or be unavailable for the duration of the disruption/outage.

Client hereby releases Abacus from: i) any and all liability, including, but not limited to, indirect, special, exemplary, punitive or consequential damages or lost profits, arising out of or related to Client's decision not to subscribe to Disaster Recovery services; and ii) any and all obligations in connection with any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with Client's decision. Furthermore, Client agrees to indemnify, defend and hold Abacus harmless from and against any liability, actions, proceedings, claims, demands, costs or expenses (including without limitation reasonable attorneys fees and disbursements) incurred by Client as a consequence of Client's decision not to subscribe to Disaster Recovery services.

Client acknowledges that: i) Abacus has advised it of terms and limitations of liability set forth in this addendum; ii) Client understands this information; and iii) Client accepts these terms and limitations of liability.