

DISASTER RECOVERY SERVICE LEVEL AGREEMENT

Blue Chip Deliverables:-

1. Replacement Equipment

Blue Chip reserves the right to provide devices that are configuration equivalent to those specified above.

Blue Chip undertakes to keep its DR systems in full working order and to maintain them in accordance with the manufacturer's recommendations.

During the period of invocation, the replacement equipment will be covered by a Blue Chip Hardware Maintenance Contract (cover level 24 x 7, 365 days, 2 hour response).

2. DR Testing

In order to ensure efficiency and accuracy in the event of an invocation, regular Disaster Recovery testing will be co-ordinated with the Customer per the Contract (unless otherwise specified in the Schedule). A Post Test Report covering the process and recovery times will be provided together with a Certificate of Test Completion which is valid for 12 months from the first day of the test.

3. Mobile Recovery Vehicle

If specified in the Schedule and requested at the time of invocation, a Mobile Recovery Vehicle will be provided and supplied with:-

- System/s as specified under Service Solutions
- air condition
- workspace with seating for recovery personnel
- power cables

4. Service Solutions

Recovery Centre Service

System Specialists will manage the build of replacement system/s and the restore of software & data from supplied backup tapes for a period of 72 hours. Additional technical assistance is available at the daily rates referred to in the Schedule.

The replacement system/s will be made available to the Customer at the recovery location specified in the Schedule for the Invocation Period (also specified in the Schedule). If the system/s is/are required thereafter a standard charge of £500 per day will be levied.

Blue Chip will provide system/s of at least equivalent configuration suitable to reinstating the appropriate service levels.

Backups may be transferred to the recovery location at the time of invocation or may be transferred as part of a scheduled data storage strategy.

Throughout the period of invocation, system monitoring (iSeries/AS400 only) will be undertaken on a 24x7 basis using Blue Chip's TSS monitoring package.

The Customer's remote users will access the system via a 2MB Shared Internet Link (unless otherwise specified in the Schedule). This link is dedicated solely for DR Customers' use and is protected by a high encryption firewall to Blue Chip's VPN and internal users are isolated on the spur.

If specified on the Schedule, Workplace Recovery Positions (Commercial User Seats) will be supplied consisting of a chair, desk, PC and telephone. Shared use of faxes, photocopiers and printers will be available.

Ship To Site Recovery

Replacement system/s will be delivered to one of the Customer's Nominated Addresses (listed in the schedule).

System Specialists will build the replacement system/s prior to shipping. System Specialists will manage the restore of the Customer's data from supplied backup tapes onto replacement system/s either prior to shipping or on arrival at the Customer's chosen Nominated Addresses for a period of up to 72 hours. Additional technical assistance is available at the daily rates referred to in the Schedule.

The replacement system/s will be made available to the Customer at the chosen Nominated Address for the Invocation Period specified in the Schedule. Additional charges for extension of the Invocation Period apply and are listed in the Schedule.

Blue Chip will provide systems of at least equivalent configuration suitable to reinstating the appropriate service levels.

Backups may be transferred to Blue Chip at the time of invocation or may be transferred as part of a scheduled data storage strategy.

Throughout the period of invocation, system monitoring (iSeries/AS400 only) will be undertaken on a 24x7 basis using Blue Chip's TSS monitoring package.

Flexible Service

This service combines both our Recovery Service and Ship to Site service. The Customer chooses, in the event of an invocation, which service is required. Please see above for specific details of each service.

Workplace Recovery Service

Workplace Recovery Positions (Commercial User Seats), consisting of a chair, desk, PC and telephone, will be provided at the location specified in the Schedule for the Invocation Period. Shared use of faxes, photocopiers and printers will be available. Provision of replacement system/s is excluded from this service.

5. Initial Response on Invocation

Blue Chip's initial 4 hour response includes:-

- build hardware against hardware configuration supplied
- test system; after the build process a series of diagnostic test will be taken
- shipping hardware within 4 hours (Ship To Site service only)

Customer Deliverables:-

1. Configuration Integrity

- the system configuration/s supplied to Blue Chip must be current. It is the Customer's responsibility to ensure any updates are reported to Blue Chip as they happen
- availability, quality and integrity of backup data are the Customer's responsibility
- applications requirements are the responsibility of the Customer
- any applications and system serial number matching issues must be resolved by the Customer
- system security and password control are the responsibility of the customer

2. Infrastructure Availability

Where the Contract provides for a Ship To Site solution, the Customer is responsible for ensuring that at each of the Nominated Addresses:-

- the site has the required facilities and environment to support the use of the equipment supplied
- any security access requirements are met and mechanical, electrical and Health & Safety regulations are satisfied
- electrical power, Data and Telecommunications connectivity to the required standard are accessible and in good working order

Both local area and wide area network supply and management are incumbent upon the Customer.

3. Hardware Maintenance

The Customer's Equipment must be covered by a Hardware Maintenance Contract from Blue Chip or other specialist support provider.

4. Software Support

The Customer must have in place an OS Software Support Contract which provides for escalation to IBM.

5. Insurance

Blue Chip's insurance policies do not cover equipment once it has been installed, or is being stored, by a Customer at any of the Nominated Addresses. The Customer must arrange its own insurance to cover such equipment.