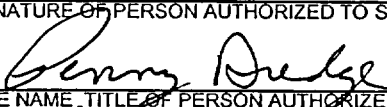
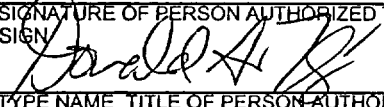


MODIFICATION OF INTERAGENCY AGREEMENT

PAGE
1OF
1

1 INTERAGENCY AGREEMENT NO NRC-33-02-326	2. MODIFICATION NO. 001	3 EFFECTIVE DATE 12/31/2002	4. PROJECT/REQUISITION NO CIO02326 dtd12/23/02								
5 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Center #1 Washington DC 20555-0001		6 AGENCY PERFORMING SERVICE General Services Administration Federal Computer Acquisition Center 5354 Walker Lane, Suite 200 Alexandria, VA 22310 POC: David Krohmal (703) 619-6197									
7. PROJECT TITLE ADAMS DISASTER RECOVERY SERVICES											
8 ACCOUNTING AND APPROPRIATION DATA (If required) B&R:310-15-522-338, JOB CODE:J1154, BOC: 253A APPN. NO.:31X0200.310 OBLIGATE: \$46,996											
9 DESCRIPTION OF MODIFICATION <p>Reference: GSA IA NUMBER: 22185NRF - The purpose of this modification is to extend the period of performance to December 31, 2003, and to provide funding in the amount of \$46,996 which increases the ceiling and obligated from \$31,050 to \$78,046 in accordance with the attached statement of work.</p> <p>Accordingly, the IA is modified as follows: 1. Under IA Part II - Funding Information-</p> <table><tr><td>PEP No. 1 remains the same</td><td>\$ 130.00 to \$ 130.00(1/2% contract access fee).</td></tr><tr><td>PEP No. 2 is increased by \$ 2,500.00 from \$ 5,000 00 to \$ 7,500.00</td><td></td></tr><tr><td>PEP NO. 3 is increased by \$44,496.00 from \$25,920 00 to \$70,416.00</td><td></td></tr><tr><td>Total</td><td>\$46,996.00 + \$31,050.00 to \$78,046.00</td></tr></table> <p>2. The NRC's disaster recovery subscription is for twenty months (5-1-2002 through 12-31-2003). The attached pages describe the disaster recovery services subscription.</p>				PEP No. 1 remains the same	\$ 130.00 to \$ 130.00(1/2% contract access fee).	PEP No. 2 is increased by \$ 2,500.00 from \$ 5,000 00 to \$ 7,500.00		PEP NO. 3 is increased by \$44,496.00 from \$25,920 00 to \$70,416.00		Total	\$46,996.00 + \$31,050.00 to \$78,046.00
PEP No. 1 remains the same	\$ 130.00 to \$ 130.00(1/2% contract access fee).										
PEP No. 2 is increased by \$ 2,500.00 from \$ 5,000 00 to \$ 7,500.00											
PEP NO. 3 is increased by \$44,496.00 from \$25,920 00 to \$70,416.00											
Total	\$46,996.00 + \$31,050.00 to \$78,046.00										
Except as provided herein, all other terms and conditions of the agreement remain in full force and effect.											
10 SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE 1-6-03	12. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE 12-24-2002								
11. TYPE NAME, TITLE OF PERSON AUTHORIZED TO SIGN Penny Dredge, Financial Mgmt. Analyst		13. TYPE NAME, TITLE OF PERSON AUTHORIZED TO SIGN Donald A. King Contracting Officer									

TEMPLATE - ADM001

ADM002

**GENERAL SERVICES ADMINISTRATION
FEDERAL COMPUTER ACQUISITION CENTER (FEDCAC)
INTERAGENCY AGREEMENT/AMENDMENT**

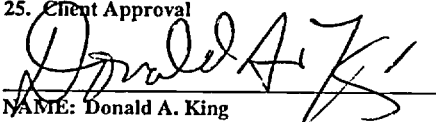
PART I – GENERAL INFORMATION

1. IA Number: 22185NRF -NRC-33-02-326	2. IA Title: Disaster Recovery Services
3. Amendment Number: 01	4. Reason for Action: Upgrade and Extend Service One Year
5. Name and Address of FEDCAC Project Manager: David Krohmal GSA/FTS/FEDCAC/TFF 6354 Walker Lane, Suite 200 Alexandria, VA 22310	6. Name and Address of Client Project Manager: James C. Corbett US Nuclear Regulatory Commission MS: T6-F33 Washington, DC 20555-0001
7. FEDCAC PM Phone Number: (703) 619-6197 FAX Number: (703) 619-9778 Internet Address: david.krohmal@gsa.gov	8. Client Phone Number: (301) 415-7500 FAX Number : (301) 415-5077 Internet Address: jcc1@nrc.gov
9. Brief description of project: Provision of disaster recovery services to test and recover the Nuclear Regulatory Commission's (NRC) automated operations in the event of an unplanned disruption to normal operations. The client is responsible for defining its requirements, testing its disaster recovery plan and recovering its critical operations with the assistance of a FEDCAC disaster recovery services provider (Comdisco, IBM or SunGard). FEDCAC's contractors provide alternate facilities, systems and networks, and technical (hardware, software and network) support services, prior to, during and after test and disaster.	
10. Scope: Work performed under this IA will be limited to disaster recovery services, e.g., alternate facility, system and network; data backup and recovery; business continuity consulting services; and automated disaster recovery planning tool.	
11. Additional Instructions/Information: Provide information requested in fields 6, 8, 18, 20, 21, and 23 of the IA; obligate \$46,996, sign and return the IA and attached PEPs 2 and 3.	

PART II – FUNDING INFORMATION

12. Previous IA Total: \$31,050	13. Amendment Amount: \$46,996	14. Total Funding: \$78,046 (\$46,996 Increase)
15. PEP No. 1 Total: \$130 (1/2 % contract access fee)	16. PEP No. 2 Total: \$7,500 (\$2,500 Increase)	17. PEP No. 3 Total: \$70,416 (\$44,496 Increase)
18. Obligating Document Number(s) and Funding Citation(s): *PLEASE COMPLETE AND PROVIDE COPY OF FUNDING OBLIGATION DOCUMENT* 31000001 310-15-522-338 J1154 253A		
19. Obligation Amount(s): \$46,996	20. Billing Address: US Nuclear Regulatory Commission Office of the Chief Financial Officer Division of Accounting and Finance – T9-H4 Washington, DC 20555-0001	
21. Agency Location Code (ALC) if Civilian Agency: 3100	23. Client Financial Point-of-Contact: Name: Office of the Chief Financial Officer Phone Number: (301) 415-7520 FAX Number: Internet Address:	
22. FEDCAC Financial Point-of-Contact: Name: Steven Robinson Phone Number: (703) 306-7509 FAX Number: (703) 306-7714 Internet Address: steven.robinson@gsa.gov		

PART III – SIGNATURE BLOCK

24. FEDCAC Approval NAME: Stephen Berg TITLE: Director, FEDCAC DATE	25. Client Approval  NAME: Donald A. King TITLE: Contracting Officer DATE 12/24/02
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This Agreement is entered into pursuant to the authority of (1) the Information Technology Management Reform Act (ITMRA) of 1996, Pub. L. 104-106, Section 5702 and (2) OMB designation letter dated September 29, 2000, issued to GSA pursuant to ITMRA Section 5112(e). Terms and Conditions of this agreement are defined on the attached pages. Interagency Agreements (IAs) and Interagency Agreement Amendments (IAAs) become effective when signed by FEDCAC and the client. The client will ensure that an official who is authorized to obligate client funds and sign interagency agreements signs the IA. Client signature of this IA/IAA certifies the client's bona fide requirement for FEDCAC services.

**General Services Administration (GSA)
Federal Computer Acquisition Center (FEDCAC)
Interagency Agreement**

Terms and Conditions

This document constitutes the Interagency Agreement (IA) portion of an overall agreement between FEDCAC and the client, which governs their relationship in work to be performed by FEDCAC for the client. The IA identifies the client's bona fide need.

1.1 Amendment of Agreement

This IA can only be modified by mutual agreement between FEDCAC and the client in the form of a formal Interagency Agreement Amendment (IAA). When Amendments are issued, all outstanding Project Element Plans (PEPs) issued under the original IA will continue in force unless explicitly canceled or modified by the amended IA or by Project Element Change Notices (PECNs).

1.2 Project Element Plans

The specifics of the work to be performed under this Agreement to meet the client's identified requirement(s) are contained in one or more Project Element Plans (PEPs) issued under this IA. Each PEP will include detailed specification of key deliverables (e.g., reports, supplies and/or services) to be provided by FEDCAC; schedule for deliverables and for other critical milestones of significance to the client, total estimated cost for each PEP; specification of materials, data, and other forms of support from the client required by FEDCAC; and security requirements.

All PEPs that are or become part of this Agreement are in support of the requirements in Section 1 and are subject to the limitations in scope identified in Section 1. PEP No. 1 is incorporated as part of the IA. PEP No. 1 includes the 1/2% contract access fee. PEP No. 2 identifies FEDCAC's technical, contracting and management support services to implement and maintain the required disaster recovery services. PEP No. 3 specifies the disaster recovery services that shall be provided by FEDCAC's contractor.

1.3 Project Element Change Notices

A Project Element Change Notice (PECN) will be required to change the Statement of Work and to revise cost estimates. In no case will a PECN that is outside the scope of the requirements established in this IA be issued.

1.4 Contractor Support

FEDCAC has contracts with contractors to support FEDCAC's clients. FEDCAC will assume full responsibility for (FEDCAC may require client assistance and participation)

- Awarding and administering all contracts/delivery orders/task orders issued to contractors
- Directing and monitoring the contractor's work, providing technical assistance and advice to the contractor, attending status meetings, and conducting detailed reviews of all deliverables

1.5 Procurement Sensitivity

The client understands that the contents of this IA, related IAAs, PEPs, and PECNs may be **procurement sensitive** and certifies that (1) the contents of this IA, related IAAs, PEPs, and PECNs will not be disclosed, published, divulged, released, or made known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, and (2) such contents will be handled under the client's directives and policies governing the disclosure of **procurement sensitive** information.

1.6 Confidentiality and Freedom of Information Act Requests

FEDCAC's policy is to maintain strict confidentiality with its clients. The fact that an agreement has been executed between FEDCAC and a client and the general requirements and objectives addressed in that agreement are considered public information. FEDCAC's position regarding the Freedom of Information Act (FOIA) requests made to FEDCAC is:

- FEDCAC will not release, to outside parties, reports or other documents produced as deliverables under our Agreement with the client. Instead, we will refer such requests to the agency with which we have the Agreement. We believe that referring the request to client agencies significantly improves the ability of the Government to determine releasability.
- FEDCAC will release copies of agreements between FEDCAC and the client agency, but will delete dollar amounts and any specific task descriptions that could provide a private firm an unfair competitive advantage.

1.7 Security

FEDCAC personnel and contractors assigned to this project may require access to classified information as indicated in each PEP. The client must identify classified or other special security requirements as early as possible to enable coordination with appropriate security offices.

1.8 Funding

1.8.1 Information Technology Fund

FEDCAC derives its financing from the Information Technology Fund, a revolving fund established under the authority of 40 U.S.C. 757. 40 U.S.C. 757 rather than the Economy Act governs payments for FEDCAC services under this Agreement. The existence of a defined requirement (bona fide need) at the time this IA is executed forms the basis for the incurring and recording of a financial obligation on the part of the client. This obligation remains in force across fiscal year boundaries until the specified services are delivered, the Agreement is rescinded by the signatories, or the funds are canceled as defined in 31 U.S.C. 1552(a), i.e., at the end of the fifth fiscal year after the date of financial obligation. The funds so obligated by the client do not have to be deobligated at the end of a fiscal year as they would have been if subject to the Economy Act. The client should ensure that any financial obligation incurred under this Agreement is properly recorded so that the funds are available to pay for FEDCAC services for the duration of this Agreement. The client shall not deobligate unilaterally the obligated funds.

1.8.2 Agreement Charges

All FEDCAC work and travel will be performed on a cost reimbursable basis. Accumulated personnel time will be billed monthly at the hourly rates in effect at the time the hours are worked. All project-related contractor expenses will be billed at actual cost, plus a 1/2% contract access fee. FEDCAC may assess a monthly maintenance fee to cover the cost of financial administration of this project. FEDCAC may incur expenses in support of this Agreement before its execution. The client's signature of this IA constitutes authorization of such expenses.

1.8.3 Contract Protests and Resolicitation Costs

The client agrees to reimburse the GSA Information Technology Fund for reasonable costs incurred by FEDCAC in support of any and all protests and resolicitation costs resulting from acquisitions conducted on the client's behalf.

1.8.4 Termination Costs

The client agrees to reimburse the GSA Information Technology Fund for any and all termination costs determined by FEDCAC to be reasonable, allowable, and applicable in accordance with the Federal Acquisition Regulations (FAR) and paid to the terminated contractor(s), and, any and all administrative costs incurred by FEDCAC in implementing the termination(s) in the event it becomes necessary to terminate, by reason of Default or Convenience to the Government, any contract awarded or delivery order issued by FEDCAC as a result of this Agreement.

1.8.5 Delay/Cancellation Charges

Should it be necessary for the client to cancel this Agreement, either in its entirety or in part, or should the client request that work already scheduled by FEDCAC under an existing PEP be deferred, FEDCAC is authorized to bill the client for:


- Any direct costs already incurred by FEDCAC in support of this Agreement which cannot be similarly canceled or deferred (e.g., contracts for vendor services)
- The time planned for analyst support that cannot be rescheduled for other projects, up to a maximum of 40 hours.

Such notification must be received in writing before FEDCAC management will take action to discontinue or defer support to an active client project.

1.8.6 Billing Procedure

FEDCAC's standard billing procedure is to submit a monthly billing request to the GSA Office of Finance. The Accounts Receivable Branch of the GSA Office of Finance will bill the client. These billings must be paid promptly as rendered, without pre-audit or receipt verification (FPMR 101-2.105). Any discrepancies noted after payment will be adjusted on subsequent billings.

**GENERAL SERVICES ADMINISTRATION
FEDERAL COMPUTER ACQUISITION CENTER (FEDCAC)
PROJECT ELEMENT PLAN (PEP)/PROJECT ELEMENT CHANGE NOTICE (PECN)**

PART I – GENERAL INFORMATION		
1. IA Number: 22185NRF -NRC-33-02-326	2. IA Title: Disaster Recovery Services	
3. PEP Number: 03	4. PEP Title: Disaster Recovery Services	
5. PECN Number: 01	6. Reason for Action: Upgrade and Extend Service One Year	
7. Name and Address of FEDCAC Project Manager: David Krohmal GSA/FEDCAC/TFF 6354 Walker Lane, Suite 200 Alexandria, VA 22310	8. Name and Address of Client Project Manager: James C. Corbett US Nuclear Regulatory Commission MS T6-F33 Washington, DC 20555-0001	
9. FEDCAC PM Phone Number: (703) 619-6197 FAX Number: (703) 619-9778 Internet Address: david.krohmal@gsa.gov	10. Client Phone Number: (301) 415-7500 FAX Number : (301) 415-5077 Internet Address: jcc1@nrc.gov	
11. Brief description of project: Provision of disaster recovery services to test and recover the Nuclear Regulatory Commission's (NRC) automated operations in the event of an unplanned disruption to normal operations. The client is responsible for defining its requirements, testing its disaster recovery plan and recovering its critical operations with the assistance of a FEDCAC disaster recovery services provider (Comdisco, IBM or SunGard). FEDCAC's contractors provide alternate facilities, systems and networks, and technical (hardware, software and network) support services, prior to, during and after test and disaster.		
PART II – ESTIMATED COST		
12. Previous PEP 03 Total: \$25,920	13. PECN Amount: \$44,496	14. PEP No. 3 Total: \$70,416 (\$44,496 Increase)
15. Description: PECN 01 provides \$44,496 to upgrade and extend NRC' disaster recovery services subscription for one year (1/1/03 through 12/31/03). The attached pages describe the disaster recovery services subscription. Please identify authorized disaster declarers below.		
PART III – SIGNATURE BLOCK		
16. FEDCAC Approval <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> NAME: Stephen Berg TITLE: Director, FEDCAC </div> <div> DATE </div> </div>		17. Client Approval  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> NAME: Donald A. King TITLE: Contracting Officer </div> <div> DATE: 12/24/02 </div> </div>
A Project Element Plan (PEP) and Project Element Change Notice (PECN) become effective when signed by FEDCAC and the client. The client will ensure that an official authorized to expend client funds signs the PEP/PECN. The client recertifies that there continues to be a bona fide requirement as originally defined in the IA and that the funds authorized in this PEP/PECN were originally obligated and remain obligated for the specific goods, work, or services to be provided under this PEP/PECN.		

Client Personnel Authorized to Declare a Disaster

PRIMARY

Name: Wayne Davis
Title: ADAMS Support Team Lead
Business Phone: (301) 415-7229
Home Phone: Please page.
Pager Number: (888) 798-7239

TERTIARY

Name: Betsy Shelburne
Title: ADAMS Support Team
Business Phone: (301) 415-5607
Home Phone: Please page.
Pager Number: (888) 798-7239

SECONDARY

Name: Kim Basile
Title: ADAMS Support Team
Business Phone: (301) 415-7301
Home Phone: Please page.
Pager Number: (888) 798-7239

SECTION B – SERVICES AND PRICES/COSTS

B.1 MANDATORY MONTHLY RESOURCES: (EFFECTIVE 05/01/02 THROUGH 09/28/04)

<u>Item No</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0001	(2) IBS Servers Monthly Subscription Fee (Contract CLIN 053A)	5/1/02-12/31/02	Month Delivery Order Specific Discount		\$8,000
0001A	Upgraded (2) IBS Servers Monthly Subscription Fee (Contract CLIN 053A)		Month		\$17,616
0002	Emergency Response Monthly Subscription Fee (25 Stations @ \$450) (Contract CLIN 014A)		Month		\$9,000
0003	Emergency Response PC's Monthly Subscription Fee (Quantity of 25) (Contract CLIN 014E)		Month	N/C	N/C
0004	Business Response Monthly Subscription Fee (75 Stations @ \$600) (Contract CLIN 014G)		Month		\$12,000
0005	(2) 9840 Tape Drives (Contract CLIN 053A)		Month	N/C	N/C
0006	T-1 Access Monthly Subscription Fee (Contract CLIN 032C)		Month Delivery Order Specific Discount	N/C	N/C
0007	FileNET Managed Restore Svcs. for Mandatory "Read Only" (2) Servers Monthly Subscription Fee (Contract CLIN 053A)		Month		\$23,800
TOTAL MANDATORY MONTHLY RESOURCES			Month		\$25,920
			Month		\$44,496
			Month		\$70,416

SECTION B – SERVICES AND PRICES/COSTS

B.2 MANDATORY OTHER THAN MONTHLY RESOURCES:
(EFFECTIVE 05/01/02 THROUGH 09/28/04))

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
				-----	-----
	TOTAL MANDATORY OTHER THAN MONTHLY RESOURCES:			\$	\$N/A
	TOTAL MANDATORY OTHER THAN MONTHLY RESOURCES (MONTHLY AND OTHER THAN MONTHLY)			\$	\$70,416

SECTION B – SERVICES AND PRICES/COSTS

B.3 OPTIONAL MONTHLY RESOURCES:
(EFFECTIVE 05/01/02 THROUGH 09/28/04)

The following item will become effective only when the Government has exercised the specific optional item through a modification to this delivery order. This language does not preclude the disaster declaration authorization contained under Disaster Contingency CLIN 052 of the basic contract

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0008 (Foremost)	IBS Server (2) Xeon 700 MHz CPU's 512 MB Memory 6 x 9.1GB Storage Monthly Subscription Fee (Contract CLIN 053A)		Each		\$150
0009 (ORP)	IBS Server (2) Xeon 700 MHz CPU's 512 MB Memory 2 x 18.2GB Storage Monthly Subscription Fee (Contract CLIN 053A)		Each		\$150
0010	FileNET Managed Restore Svcs. for Optional "Write Access" (2) Servers Monthly Subscription Fee (Contract CLIN 053A)		Each		\$900
TOTAL OPTIONAL MONTHLY RESOURCES				\$1,200	\$1,200

SECTION B – SERVICES AND PRICES/COSTS

B.4 OPTIONAL OTHER THAN MONTHLY RESOURCES:
(EFFECTIVE 05/01/02 THROUGH 09/28/04)

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0011	Disaster Declaration Fee for (2) IBS SERVERS (Contract CLIN 053A)		Each		\$1,200
0012	Daily Hot Site Fee for (2) IBS SERVERS (Contract CLIN 053A)	*	Each	\$600	TBD
0013	Disaster Declaration Fee for Emergency Response Work Area W/ 25 Positions (Contract CLIN 014B)		Each		\$2,000
0014	Daily Hot Site Fee for Emergency Response W/ 25 Positions (Contract CLIN 014C)	*	Each		TBD
0015	Disaster Declaration Fee for Business Response Work Area W/ 75 Positions (Contract CLIN 014H)		Each		\$5,000
0016	Daily Hot Site Fee for Business Response W/ 75 Positions (Contract CLIN 014I)	*	Each		TBD

* Number to be determined at exercise of option item.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1. CUSTOMER FACILITY

U.S. Nuclear Regulatory Commission (NRC)
11555 Rockville Pike
Rockville, MD 20852

2. CORE SYSTEM RESOURCES

A. IBS Recovery - Carlstadt, NJ

CONTRACT

<u>LINE NUMBER</u>	<u>QTY</u>	<u>MACHINE TYPE</u>	<u>DESCRIPTION</u>
0053A (Property Mgr.)		SMP LAN Server	w/ 8 Pentium III Xeon 700 MHz (or above) Processors w/ 8172 MB Memory, 2 MB L2 Cache and each w/ 97 GB Hard Drive Capacity SMART Array Controller Fiber Host Bus Adapter 3.5" (1.44 MB) Diskette Drive VGA Color Monitor ¹ CD-ROM Drive Microsoft Compatible Mouse ¹ 10/100Base-T Ethernet Adapter 603 GB Fiber Attached Disk
		(1) Fixed Disk Drive	
		(1) SMART SCSI	
		(1) Host bus Adapter	
		(1) Diskette Drive	
		(1) Monitor	
		(1) CD-ROM	
		(1) Mouse	
		(1) Ethernet	
		(1) External Disk Drive	
0053A (TSM)		SMP LAN Server	w/ 4 Pentium II Xeon 400 MHz (or above) Processors w/ 1024 MB Memory, 1 MB L2 Cache and each w/ 254 GB Hard Drive Capacity SMART Array Controller 3.5" (1.44 MB) Diskette Drive VGA Color Monitor ¹ CD-ROM Drive Microsoft Compatible Mouse ¹ 10/100Base-T Ethernet Adapter
		(1) Fixed Disk Drive	
		(1) SMART SCSI	
		(1) Diskette Drive	
		(1) Monitor	
		(1) CD-ROM	
		(1) Mouse	
		(1) Ethernet	

¹ SunGard reserves the right to deliver the keyboard, monitor and mouse functionality of the servers via a shared KVM (keyboard/video/mouse) switch.

0053A 9840 StorageTek Tape Drives (3590 Mode)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B. EMERGENCY RESPONSE BACKUP CAPABILITY (PHASE I): - HERNDON, VA

CONTRACT

<u>LINE NUMBER</u>	<u>QTY</u>	<u>MACHINE TYPE</u>	<u>DESCRIPTION</u>
0014A		Stations	Pre-wired Workspace
		Facsimile Devices	CCITT Group III Fax Machines
		Copier	12 copies/minute Copier
Voice Recovery:			
		Phone Sets	Digital Phone Sets with.
		PBX	Digital PBX Usage
			Hunt Group Configuration on Multi-line Sets
		ACD	Automatic Call Distribution (2 ACD queues)
		Announcements	Recorded Delay Announcements
		AT&T	800 Lines Inbound 800 Voice Access Lines
		Local trunks	Inbound/Outbound Trunks
		VM	Voice Mail (4 ports)
		VM Boxes	Voice Mail boxes for Call Coverage
			(VMB per seats 1 to 1 ratio – 4-hour storage)

Note: Customer responsible for any call re-routing to SunGard through their carrier(s)

PC/Stations:

	PC/Stations	Pentium II 450 MHz (or above) Processor
		w/ 128 MB Memory and each w/:
	(1) Fixed Disk Drive	10 GB Hard Drive
	(1) Diskette Drive	3.5" (1.44 MB) Diskette Drive
	(1) CD-ROM	CD-ROM Drive
	(1) Monitor	VGA Color Monitor
	(1) Mouse	Microsoft Compatible Mouse
	(1) Ethernet	10/100Base-T Ethernet Adapter
	Tape Drive	35/70GB Compatible DLT Tape Drive
		w/ SCSI Interface

LAN Connectivity:

	LAN Switch	LAN Switch Equipment
	Switched Ethernet	Switched 10/100Base-T Ethernet Ports

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B. EMERGENCY RESPONSE BACKUP CAPABILITY (PHASE I): - HERNDON, VA (Cont'd)

CONTRACT

<u>LINE NUMBER</u>	<u>QTY</u>	<u>MACHINE TYPE</u>	<u>DESCRIPTION</u>
LAN Printer(s):		Laser Printers	Hewlett Packard LaserJet 4+ Printer w/ 22 MB Memory w/ HP JetDirect 10Base-T Ethernet Card
Telecommunication:		Modems	V.90 Compatible Modems w/ Dial tone

C. BUSINESS RECOVERY BACKUP CAPABILITY (PHASE II):- (Set Up At Time of Disaster):

	<u>Qty</u>	<u>Type</u>	<u>Description</u>
Workarea(s):		Stations	Workspace
Voice Recovery:		Phonesets	Digital Phonesets

D. MOBILE CLUSTER BACKUP CAPABILITY - (Shipped Next Day to Recovery Facility):

	<u>Qty</u>	<u>Type</u>	<u>Description</u>
PC/Stations:		Mobile Cluster PC/Station	Pentium II 450 MHz (or above) Processor w/ 64 MB Memory and each w/ 10 GB Hard Drive (1) Fixed Disk Drive (1) Diskette Drive (1) Monitor (1) CD-ROM (1) Mouse (1) Ethernet
LAN Servers:		Mobile Cluster LAN Server	Pentium II 450 MHz (or above) Processor w/ 1024 MB Memory and w/. 18 GB Hard Drive Capacity (1) Fixed Disk Drive (1) Diskette Drive (1) Monitor (1) CD-ROM (1) Ethernet

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

D. MOBILE CLUSTER BACKUP CAPABILITY - (Shipped Next Day to Recovery Facility): (Cont'd)

<u>CONTRACT</u> <u>LINE NUMBER</u>	<u>QTY</u>	<u>MACHINE TYPE</u>	<u>DESCRIPTION</u>
LAN Printers:		Mobile Cluster Laser Printer	Hewlett Packard LaserJet 8000 Printer w/ 16 MB Memory w/ JetDirect 10/100Base-T Ethernet Card
LAN Connectivity:		Mobile Cluster LAN Hub Ethernet Ethernet	LAN Hub Equipment 10/100Base-T Ethernet Ports Max. Physical 10/100Base-T Segments
ATOD (not on Floor):			
		Laser Printers	Hewlett Packard LaserJet 4+ Printer w/ 22 MB Memory w/ HP JetDirect 10Base-T Ethernet Card
		Facsimile Devices	CCITT Group III Fax Machines
		Copiers	12 copies/minute Copiers
		Modems	V.90 Compatible Modems w/ Dial tone

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

5. SUPPORT PROVISIONS

- (1) COLD SITE
- (1) CONFERENCE ROOM AND FACILITIES FOR 25 INDIVIDUALS AT CRC
- (1) EQUIPMENT SPACE (500 SQUARE FEET) FOR CUSTOMER-PROVIDED COMMUNICATIONS EQUIPMENT (TESTING AND DISASTER) AT CRC
- (1) EQUIPMENT SPACE (1,000 SQUARE FEET) FOR CUSTOMER-PROVIDED SPECIALIZED EQUIPMENT (DISASTER) AT CRC
- (1) STORAGE SPACE FOR CUSTOMER TAPES (10,000 ROUND REEL AND 30,000 CARTRIDGE, TESTING AND DISASTER) AT CRC
- (1) SET STANDARD SUPPLIES (25 BOXES PAPER AND PRINTER/FAX SUPPLIES/24 HOURS; 100/300 REEL/CARTRIDGE TAPES/24 HOURS, 4 BEEPERS, AND DESK SUPPLIES AT MRC, AND 3 BOXES PAPER AND PRINTER/FAX SUPPLIES/24 HOURS, 5 BOXES 3.5 INCH DISKETTES/24 HOURS, 5 BOXES 8 MM TAPES/24 HOURS, AND DESK SUPPLIES AT CRC)
- (10) SETS RECOVERY SUPPORT MANUALS
 - (1) CUSTOMER ORIENTATION SESSION
 - (1) TECHNICAL SUPPORT PROGRAM
- (56) ANNUAL TEST HOURS ON IBS SERVERS FROM 05/01/02 THROUGH 04/30/03
- (64) ANNUAL TEST HOURS ON IBS SERVERS FROM 05/01/02 THROUGH 04/30/03
- (24) ANNUAL TEST HOURS OF WORK AREA

6. TERM OF TASK ORDER

MANDATORY 5/1/02 THROUGH 12/31/03 (20 MONTHS)
OPTIONAL 1/1/04 THROUGH 9/28/04

THE FOLLOWING PERSONNEL ARE AUTHORIZED TO DECLARE A DISASTER IN ACCORDANCE WITH CLIN 052 AND SECTION H.1. "DISASTER CONTINGENCY" LISTED IN BASIC CONTRACT NO. GSOOT098ALD0010.

WAYNE DAVIS	(301) 415-7229 (O), 1 (888) 798-7239 (P)
BETSY SHELBURNE	(301) 415-5607 (O), 1 (888) 798-7239 (P)
KIM BASILE	(301) 415-7301 (O), 1 (888) 798-7239 (P)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

7. NOTES

- A. EXCEPT AS PROVIDED ABOVE, THE EMERGENCY RESPONSE BACKUP CAPABILITY EQUIPMENT IS IN PLACE AT THE RECOVERY FACILITY. THE BUSINESS RECOVERY BACKUP CAPABILITY EQUIPMENT WILL BE SHIPPED TO AND SET UP AT THE RECOVERY FACILITY UPON SUNGARD'S RECEIPT OF CUSTOMER'S DISASTER NOTIFICATION. UNLESS OTHERWISE NOTED, THE VOICE RECOVERY TIER LEVEL UNDER BUSINESS RECOVERY BACKUP CAPABILITY WILL BE EQUIVALENT TO THE VOICE RECOVERY TIER LEVEL SPECIFIED IN EMERGENCY RESPONSE BACKUP CAPABILITY. IF CUSTOMER DECLARES A DISASTER, CUSTOMER MUST NOTIFY SUNGARD WHETHER IT INTENDS TO UTILIZE THE EMERGENCY RESPONSE BACKUP CAPABILITY, THE BUSINESS RECOVERY BACKUP CAPABILITY, OR BOTH.
- B. SUNGARD PROVIDED EMERGENCY RESPONSE PC/STATIONS WILL BE EQUIPPED WITH WINDOWS 95 OR HIGHER VERSION LEVEL SOFTWARE. SUNGARD PROVIDED EMERGENCY RESPONSE LAN SERVERS WILL BE EQUIPPED WITH DOS 5.0 OR HIGHER VERSION LEVEL SOFTWARE. SUNGARD PROVIDED MOBILE CLUSTER PC/STATIONS AND LAN SERVERS WILL BE SHIPPED WITH THE OPERATING SYSTEM PROVIDED BY THE EQUIPMENT MANUFACTURER. CUSTOMER WILL PROVIDE STATION/SERVER APPLICATION SOFTWARE AND NETWORK OPERATING SYSTEM SOFTWARE.

CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS TAKEN ALL REASONABLE PRECAUTIONS TO PROTECT THE CUSTOMER SUPPLIED SOFTWARE AND COMPUTER SYSTEMS FROM INFECTION BY ANY COMPUTER VIRUS. SUNGARD REPRESENTS AND WARRANTS THAT IT HAS TAKEN ALL REASONABLE PRECAUTIONS TO PROTECT THE SUNGARD SUPPLIED SOFTWARE AND COMPUTER SYSTEMS FROM INFECTION BY ANY COMPUTER VIRUS.

- C. IN THE EVENT OF A DISASTER, SUNGARD AGREES TO SHIP THE EQUIPMENT INDICATED AS THE "MOBILE CLUSTER" EQUIPMENT ABOVE TO THE BACKUP CAPABILITY WITHIN THE NEXT DAY AFTER DISASTER NOTIFICATION, UNLESS OTHERWISE NOTED. CUSTOMER WILL PAY SUNGARD A DAILY RENTAL RATE EQUAL TO ONE PERCENT (1%) OF THE PURCHASE PRICE OF THE EQUIPMENT FOR EACH DAY THE EQUIPMENT IS UTILIZED BY CUSTOMER. THIS DAILY RENTAL RATE WILL COMMENCE ON THE DATE OF INSTALLATION AND CONTINUE THROUGH THE DATE OF DE-INSTALLATION. A MINIMUM THIRTY DAY RENTAL RATE WILL BE ASSESSED FOR EACH DISASTER NOTIFICATION BY CUSTOMER. THE TOTAL OF DAILY RENTAL WILL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE PURCHASE PRICE, INCLUDING TAX, OF THE EQUIPMENT. CUSTOMER AGREES TO REIMBURSE SUNGARD OR PAY FOR ALL IN-TRANSIT INSURANCE AND TRANSPORTATION COSTS ASSOCIATED WITH THE EQUIPMENT. ONE HUNDRED PERCENT (100%) OF THE DAILY RENTAL RATE MAY BE APPLIED TOWARDS THE PURCHASE OF THE EQUIPMENT IF THE CUSTOMER ELECTS TO

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

7. NOTES (CONT'D)

PURCHASE THE EQUIPMENT FROM SUNGARD. CUSTOMER MUST NOTIFY SUNGARD IN WRITING WITHIN FIFTEEN DAYS FOLLOWING THE END OF THE DISASTER OF THEIR INTENT TO PURCHASE THE EQUIPMENT. FAILURE TO NOTIFY SUNGARD WILL RESULT IN THE FORFEITURE OF THE PURCHASE OPTION AND ALL DAILY RENTALS SHALL BE DUE IN FULL. CUSTOMER IS RESPONSIBLE FOR ALL INSTALLATION, DEINSTALLATION, RETURN TRANSPORTATION, SITE PREPARATION AND ASSUMES THE RISK OF LOSS OR DAMAGE OF THE MOBILE CLUSTER EQUIPMENT AT A NON-SUNGARD FACILITY.

- D. DURING THE FIRST SCHEDULED TEST, SUNGARD AND CUSTOMER WILL CONDUCT TESTING FOR COMPATIBILITY OF CUSTOMER'S HOME TAPE SYSTEM MEDIA AND SOFTWARE ON THE TAPE DRIVE AND SCSI INTERFACE REFERENCED ABOVE IN THE BACKUP CAPABILITY. IF NOT COMPATIBLE, CUSTOMER CAN ELECT TO PROVIDE THEIR OWN TAPE DRIVE SYSTEM FOR TESTING AND DISASTER SUPPORT OR SUNGARD CAN PROVIDE THE COMPATIBLE TAPE DRIVE UNIT AND/OR INTERFACE AS NEEDED, FOR AN ADDITIONAL MONTHLY FEE.
- E. MAXIMUM CUSTOMER PERSONNEL FOR THE EMERGENCY RESPONSE BACKUP CAPABILITY IS LIMITED TO THE QUANTITY OF EMERGENCY RESPONSE WORKAREA STATIONS PLUS A REASONABLE AMOUNT OF TECHNICAL SUPPORT PERSONNEL AS AGREED TO BY SUNGARD. MAXIMUM CUSTOMER PERSONNEL FOR THE BUSINESS RECOVERY BACKUP CAPABILITY IS LIMITED TO THE QUANTITY OF BUSINESS RECOVERY WORKAREA STATIONS.
- F. **FILENET MANAGED RESTORE SERVICES FOR "READ ONLY" AND "WRITE ACCESS" TESTING SUPPORT:** THE FILENET SYSTEM DISASTER RECOVERY TESTING PROCESS IS SUPPORTED BY BOTH FILENET AND SUNGARD TECHNICAL PERSONNEL. THIS IS INTENDED TO BE A PARTNERSHIP ARRANGEMENT WITH FILENET, SUNGARD AND THE CUSTOMER'S TECHNICAL STAFF ALL WORKING TOGETHER TOWARDS THE SAME OBJECTIVE.

THE FILENET SUPPORT IS PROVIDED AS A PART OF THE FORMAL CONTRACTUAL AGREEMENT BETWEEN SUNGARD AND FILENET WHICH PROVIDES FOR THE JOINT MARKETING RELATIONSHIP, AND FOR FULL TECHNICAL SUPPORT ON BOTH THE SERVER AND CLIENT SIDES OF THE OFFERING

TECHNICAL SUPPORT SERVER SIDE - THE DISASTER RECOVERY OFFERING IS PROVIDED THROUGH THE FILENET PROFESSIONAL SERVICES GROUP OF WHICH THE DISASTER RECOVERY PROGRAM MANAGER IS A MEMBER. DURING ALL TESTING, A MEMBER OF THE PROFESSIONAL SERVICE TECHNICAL SUPPORT STAFF IS ALSO ON-SITE.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

7. NOTES (CONT'D)

THE FILENET DISASTER RECOVERY PROGRAM MANAGER REMAINS ON-SITE AND ACTIVELY PARTICIPATES IN ALL FILENET TESTING AND SYSTEM RECOVERIES. THE PROGRAM MANAGER IS SUPPORTED BY ADDITIONAL SUPPORT GROUPS WITHIN THE FILENET ORGANIZATION.

FILENET IS RESPONSIBLE FOR MAPPING THE CUSTOMER'S HARDWARE AND SOFTWARE CONFIGURATION TO THE HARDWARE THAT IS INSTALLED AT THE SUNGARD FACILITY.

ADDITIONALLY, RESTORATIONS OF THE FILENET OPERATING SYSTEM, WINDOWS OPERATING SYSTEM AND THE CUSTOMER'S DATABASES ARE THE RESPONSIBILITY OF FILENET

IF ANY TECHNICAL PROBLEMS ARE ENCOUNTERED WHICH CANNOT BE RESOLVED BY EITHER THE DISASTER RECOVERY PROGRAM MANAGER ON-SITE, OR THE CUSTOMER SERVICE & SUPPORT PERSONNEL, THEN ADDITIONAL PROFESSIONAL SERVICES SUPPORT MEMBERS FROM FILENET'S HEADQUARTERS IN COSTA MESA, CALIFORNIA CAN PROVIDE SUPPORT VIA MODEM, OR IF NEEDED THE FILENET SOFTWARE ENGINEERING GROUP CAN BE BROUGHT IN.

THE FILENET DISASTER RECOVERY PROGRAM MANAGER WILL ALSO PROVIDE ASSISTANCE IN THE DEVELOPMENT OF CUSTOMER'S DISASTER RECOVERY TEST OBJECTIVES.

THE SUNGARD TECHNICAL SUPPORT PERSONNEL ARE RESPONSIBLE FOR THE ESTABLISHMENT AND MAINTENANCE OF THE NETWORK BACKUP CAPABILITY, AS WELL AS ALL LOGISTICAL AND FACILITY ISSUES.

TECHNICAL SUPPORT - CLIENT SIDE: AT THE CLIENT SIDE, THE SAME FILENET CUSTOMER SERVICE AND SUPPORT PERSONNEL WHO ARE RESPONSIBLE FOR THE DAY TO DAY INTEGRITY OF THE CUSTOMER'S SYSTEM ARE RESPONSIBLE FOR THE RESTORATION AND RECOVERY OF THE CUSTOMER'S ENVIRONMENT AT THEIR CLIENT SIDE RECOVERY FACILITY. THIS SUPPORT IS PROVIDED REGARDLESS OF WHETHER THE CUSTOMER HAS CHOSEN TO USE THE NEAREST SUNGARD WORKAREA RECOVERY FACILITY OR ANOTHER FACILITY WHICH IS INTERNAL TO THEIR ORGANIZATION.

DOCUMENT ARCHIVE & RETRIEVAL TRANSPORT (DART) - A SEPARATE SOFTWARE UTILITY PROGRAM IS PROVIDED WHICH WILL ALLOW IMAGES AND THEIR INDEX VALUES TO BE COPIED FROM THE CURRENT SURFACE OF THE TRANLOG TO A MAGNETIC DISK DIRECTORY ON AN INCREMENTAL BASIS. SO, THAT CRITICAL INFORMATION CAN BE MOVED OFFSITE MORE FREQUENTLY THAN THE TIME REQUIRED TO FILL AN OPTICAL DISK. THIS TOOL NARROWS THE WINDOW OF EXPOSURE FOR LOSS OF DATA.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

7. NOTES (CONT'D)

THIS UTILITY RUNS IN A BACKGROUND MODE WITHOUT IMPACTING THE NORMAL PRODUCTION-PROCESSING ENVIRONMENT. THIS SOFTWARE IS PROVIDED AT NO ADDITIONAL COST IN CONJUNCTION WITH CUSTOMER'S DISASTER RECOVERY SUBSCRIPTION. THIS INCLUDES ALL INSTALLATION, TRAINING, DOCUMENTATION, UPDATES, MAINTENANCE, AND ON-GOING SUPPORT.

G. ADDITIONAL EQUIPMENT AT THE TIME OF DISASTER (NOT ON FLOOR)

IN THE EVENT OF A DISASTER, SUNGARD AGREES TO USE COMMERCIALY REASONABLE BEST EFFORTS TO ACQUIRE THE EQUIPMENT INDICATED AS "ATOD EQUIPMENT" ABOVE (THE "EQUIPMENT") AND INSTALL IT AT THE BACKUP CAPABILITY.

SUNGARD'S EFFORTS TO ACQUIRE THE EQUIPMENT WILL ENCOMPASS THE FOLLOWING:

- a) SUNGARD WILL FIRST ATTEMPT TO RENT THE EQUIPMENT REQUIRED. IF SUNGARD IS ABLE TO RENT THE EQUIPMENT REQUIRED, CUSTOMER AGREES TO PAY THE DAILY RENTAL RATE FOR THE USE OF THE ATOD EQUIPMENT DURING A DISASTER. THE DAILY RENTAL FOR THIS ATOD EQUIPMENT WILL COMMENCE ON THE DATE OF SHIPMENT AND CONTINUE THROUGH THE DATE OF DE-INSTALLATION, FOR A MINIMUM OF THIRTY (30) DAYS. CUSTOMER AGREES TO PAY ALL IN-TRANSIT INSURANCE, TRANSPORTATION, MAINTENANCE, INSTALLATION AND DE-INSTALLATION COSTS ASSOCIATED WITH THE ATOD EQUIPMENT.
- b) IF SUNGARD IS UNABLE TO RENT THE EQUIPMENT REQUIRED, SUNGARD WILL THEN USE COMMERCIALY REASONABLE BEST EFFORTS TO PURCHASE THE EQUIPMENT REQUIRED. IF SUNGARD IS ABLE TO PURCHASE THE EQUIPMENT, CUSTOMER WILL BE

RESPONSIBLE FOR THE FULL PURCHASE PRICE OF THE EQUIPMENT. PAYMENT WILL BE DUE BY CUSTOMER TO SUNGARD WITHIN THIRTY (30) BUSINESS DAYS OF CUSTOMER'S AUTHORIZATION TO PURCHASE. SUNGARD SHALL TRANSFER OWNERSHIP OF THE EQUIPMENT WITHIN THIRTY (30) DAYS OF RECEIPT OF THE PAYMENT. CUSTOMER AGREES TO PAY ALL IN-TRANSIT INSURANCE, TRANSPORTATION, MAINTENANCE, INSTALLATION AND DE-INSTALLATION COSTS ASSOCIATED WITH ATOD EQUIPMENT.

PRIOR TO OBTAINING THE REQUIRED ATOD EQUIPMENT FOR RENTAL OR PURCHASE, SUNGARD WILL NOTIFY CUSTOMER OF THE EQUIPMENT SITUATION AND WILL REQUIRE CUSTOMER'S SIGNATURE AUTHORIZING THE RENTAL OR PURCHASE.

H. DESKTOP DRIVE IMAGING SERVICE-SUNGARD'S DESKTOP IMAGING SERVICE ("DIS") IS DESIGNED TO PROVIDE A RELIABLE, COST-EFFECTIVE METHODOLOGY FOR DESKTOP RECOVERY. DIS PROVIDES FOR THE STORAGE OF SUBSCRIBER-

PROVIDED IMAGE(S) AND MULTI-CASTING THESE IMAGES FOR SELECTED DESKTOP TECHNOLOGY VIA A MULTI-CAST IMAGE SERVER AT THE DESIGNATED RECOVERY CENTER AS SET FORTH HEREIN, TO ASSIST SUBSCRIBER IN MEETING ITS RECOVERY OBJECTIVES.

SUNGARD RESPONSIBILITIES:

- PROVIDE ACCESS TO SUNGARD'S MULTI-CAST IMAGE SERVER AT THE DESIGNATED RECOVERY CENTER.
- PROVIDE TECHNICAL SUPPORT TO ASSIST SUBSCRIBER IN THE CREATION OF A "BUILD" OF SUBSCRIBER DESKTOP IMAGES, UP TO A MAXIMUM SIZE OF 10GB PER IMAGE.
- PROVIDE SUBSCRIBER WITH ACCESS, DURING A SCHEDULED TEST PERIOD OF THE RECOVERY SERVICES ON THE SPECIFIED SCHEDULE, TO A SINGLE STATION AT THE DESIGNATED SUNGARD RECOVERY CENTER TO CREATE, UPDATE AND UPLOAD SUBSCRIBER'S DESKTOP IMAGE(S). IN ADDITION TO THE CONTRACTED FOR TEST PERIOD(S) ON THE SPECIFIED SCHEDULE, SUBSCRIBER WILL BE PROVIDED WITH ACCESS UP TO FOUR (4) HOURS ANNUALLY TO CREATE, UPDATE AND UPLOAD SUBSCRIBER IMAGE(S) ON A SINGLE STATION.
- MAINTAIN THE MOST RECENT VERSION OF SUBSCRIBER'S DESKTOP IMAGE(S) ON TAPE AT THE DESIGNATED RECOVERY CENTER.
- DOWNLOAD IMAGE(S) CONTAINING SUBSCRIBER-LICENSED OPERATING SYSTEMS AND PROGRAMS ONTO THE DESIGNATED RECOVERY SERVICES DURING SCHEDULED TEST PERIOD OR AT TIME OF DISASTER, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT.
- PROVIDE A PRE-LOAD SUMMARY REPORT UPON COMPLETION OF THE DIS. THIS REPORT WILL BE SENT TO SUBSCRIBER VIA EMAIL TO BE REVIEWED DURING A POST-TEST CONFERENCE CALL.

SUBSCRIBER RESPONSIBILITIES:

- CREATION OF THE ACTUAL IMAGE(S) AND, THEN IN CONJUNCTION WITH ASSIGNED OPERATIONS PERSONNEL, UPLOAD THE IMAGES TO A MULTI-CAST SERVER DURING A SCHEDULED TEST PERIOD.
- IDENTIFY SUBSCRIBER CONTACT INFORMATION FOR RECEIPT OF PRE-LOAD SUMMARY.
- ENSURE PROPER LICENSING OF SUBSCRIBER'S DESKTOP OPERATING SYSTEM AND APPLICATIONS.

OTHER TERMS:

- THE PARTIES AGREE TO VALIDATE THE INITIAL IMAGE AND REBUILD OF SUBSCRIBER OPERATING SYSTEM AND APPLICATION(S) AS SOON AS COMMERCIALLY REASONABLE FOLLOWING CREATION OF THE INITIAL IMAGE.
- SUBSCRIBER ACKNOWLEDGES THAT DIS IS ONLY AVAILABLE FOR HARDWARE OPERATING ON COMMON DESKTOP TECHNOLOGY INCLUDING MICROSOFT WINDOWS 9X, NT, WORKSTATION AND WINDOWS 2000 PROFESSIONAL.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN THE EVENT OF A DISASTER, SHOULD SUBSCRIBER ELECT TO UTILIZE THE DESIGNATED RECOVERY CENTER, SUBSCRIBER

ACKNOWLEDGES THAT SUNGARD WILL USE ALL REASONABLE EFFORTS TO TRANSFER THE IMAGE(S) VIA TAPE SHIPMENT OR INTERNAL ELECTRONIC TRANSFER PRIOR TO SHIPPING THE DESIGNATED RECOVERY SERVICES AND THEREFORE, SUBSCRIBER AGREES TO WAIVE THE CONTRACTUAL DELIVERY COMMITMENT SET FORTH IN THE AGREEMENT.

- SUBSCRIBER FURTHER ACKNOWLEDGES THAT WITH RESPECT TO QUICK SHIP EQUIPMENT, DIS IS ONLY AVAILABLE WHEN THE DELIVERY DESTINATION FOR THE QUICK SHIP EQUIPMENT, AS DETERMINED BY SUBSCRIBER, IS A SUNGARD RECOVERY CENTER.
- THE AGREED TERM OF THIS ADDENDUM WILL COMMENCE UPON THE EFFECTIVE DATE NOTED ABOVE AND SHALL CONTINUE UNTIL THE END OF THE INITIAL AGREED TERM OF THE SPECIFIED SCHEDULE OR ANY EXTENDED OR RENEWAL TERM OF THE SPECIFIED SCHEDULE.
- UNDER NO CIRCUMSTANCES SHALL SUNGARD'S TOTAL LIABILITY FOR THE DRIVE IMAGING SERVICE EXCEED THE TOTAL OF THREE MONTHS FEES UNDER THIS ADDENDUM. SUNGARD SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO OR LOSS OF SUBSCRIBER'S DATA, FILES, SOFTWARE, OBJECT CODE, SOURCE CODE, DATA STORAGE MEDIA, OR OTHER PROPERTY THAT OCCURS DURING STORAGE, HANDLING, USE OR RESTORATION BY SUNGARD OR SUBSCRIBER IN CONJUNCTION WITH THE SERVICES OR DURING A TEST OR DISASTER. SUBSCRIBER SHALL INDEMNIFY AND HOLD HARMLESS SUNGARD (AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES AND AGENTS) AGAINST ANY CLAIMS, ACTIONS, DAMAGES, LOSSES OR LIABILITIES ARISING OUT OF ANY ACTION BROUGHT AGAINST SUNGARD BY A THIRD PARTY AS A RESULT OF SUBSCRIBER'S USE OF THE SERVICES. EXCEPT AS SPECIFICALLY STATED IN THIS ADDENDUM, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR ANY OTHER MATTER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.
- SOFTWARE FAILURE: SUBSCRIBER ACKNOWLEDGES THAT SUNGARD IS NOT THE DEVELOPER OF ANY OF THE SOFTWARE PRODUCT(S) USED TO PROVIDE THE SERVICES HEREUNDER. SUNGARD SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE SERVICES OR FOR ANY DAMAGES IF SUCH FAILURE OR DAMAGES ARE CAUSED BY THE FAILURE OF ANY SOFTWARE TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS ("SOFTWARE FAILURE") AND SUCH SOFTWARE FAILURE IS NOT CAUSED BY SUNGARD'S NEGLIGENCE, WILLFUL MISCONDUCT OR FAILURE TO MAINTAIN A MAINTENANCE CONTRACT ON THE PARTICULAR SOFTWARE WHICH HAS FAILED.
- DEFINITIONS: IF APPLICABLE, THE FOLLOWING TERMS, WHICH MAY APPEAR IN THE AGREEMENT, SHALL HAVE THE SAME MEANINGS AS SET FORTH BELOW:

"SUNGARD" MEANS SUCCESSOR IN INTEREST TO COMDISCO, INC.

"SUBSCRIBER" MEANS CUSTOMER.

"AGREEMENT" MEANS MASTER AGREEMENT AND BUSINESS CONTINUITY SUPPLEMENT OR MASTER TECHNOLOGY SERVICES AGREEMENT.

"RECOVERY SERVICES" MEANS BACKUP CAPABILITY.

"RECOVERY RESOURCES" MEANS THE FACILITIES AND EQUIPMENT USED BY SUNGARD TO PROVIDE THE RECOVERY SERVICES.

**GENERAL SERVICES ADMINISTRATION
FEDERAL COMPUTER ACQUISITION CENTER (FEDCAC)
PROJECT ELEMENT PLAN (PEP)/PROJECT ELEMENT CHANGE NOTICE (PECN)**

PART I – GENERAL INFORMATION		
1. IA Number: 22185NRF - NRC-33-02-326	2. IA Title: Disaster Recovery Services	
3. PEP Number: 02	4. PEP Title: Disaster Recovery Services	
5. PECN Number: 01	6. Reason for Action: Upgrade and Extend Service One Year	
7. Name and Address of FEDCAC Project Manager: David Krohmal GSA/FEDCAC/TFF 6354 Walker Lane, Suite 200 Alexandria, VA 22310	8. Name and Address of Client Project Manager: James C. Corbett US Nuclear Regulatory Commission MS: T6-F33 Washington, DC 20555-0001	
9. FEDCAC PM Phone Number: (703) 619-6197 FAX Number: (703) 619-9778 Internet Address: david.krohmal@gsa.gov	10. Client Phone Number: (301) 415-7500 FAX Number : (301) 415-5077 Internet Address: jcc1@nrc.gov	
11. Brief description of project: Administration of disaster recovery services, including, but not limited to: award Task Order, modify Task Order as the client's requirements change, verify provision of services and certify payment of invoices, answer client's questions, resolve problems and conflicts (e.g., difficulties scheduling test time), assist the client to recover critical operations at time of disaster declaration by paying disaster declaration and hot/cold site occupancy fees for up to the first five days of a disaster, by which time a customer agency shall reimburse FEDCAC fully and provide FEDCAC additional funds, if necessary, for additional services, e.g., continued hot site occupancy.		
PART II – ESTIMATED COST		
12. Previous PEP 02 Total: \$5,000	13. PECN 01 Amount: \$2,500	14. PEP No. 2 Total: \$7,500 (\$2,500 Increase)
15. Description: PEP 02 provides funds for administration of disaster recovery services.		
PART III – SIGNATURE BLOCK		
16. FEDCAC Approval <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>NAME: Stephen Berg</div> <div>DATE</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>TITLE: Director, FEDCAC</div> <div></div> </div>		17. Client Approval <div style="text-align: center; margin-top: 10px;"> 12/24/02 </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>NAME: Donald A. King</div> <div>DATE</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>TITLE: Contracting Officer</div> <div></div> </div>
A Project Element Plan (PEP) and Project Element Change Notice (PECN) become effective when signed by FEDCAC and the client. The client will ensure that an official authorized to expend client funds signs the PEP/PECN. The client recertifies that there continues to be a bona fide requirement as originally defined in the IA and that the funds authorized in this PEP/PECN were originally obligated and remain obligated for the specific goods, work, or services to be provided under this PEP/PECN.		