

DISASTER RECOVERY AND BUSINESS CONTINUITY REQUIREMENTS

Definitions.

1. **“Acceptable Failover Exercise”** for applications means the execution of a Failover Exercise meeting the required Recovery Time Objective (RTO) using one of the following methodologies:
 - a) Live production traffic is moved from the primary site to an alternate site with the alternate site handling 100% of service load before switching back to the primary site.
 - b) In an Active-Active (hot-hot) configuration, traffic is stopped at one of the sites routing 100% of the service load through the remaining Active site.
2. **“Business Continuity Plan”** is a written document detailing the procedures to be followed and actions to be undertaken by the Supplier to effectively recover from a Disruptive Event and resume delivery of the Services.
3. **“Business Continuity Program”** is a program for the continuous management and governance processes necessary for the Supplier to maintain continuity of operations during a Disruptive Event. This includes business impact analyses, business continuity planning, disaster recovery planning, plan testing, as well as appropriate training, review, and management approvals.
4. **“Business Continuity Summary”** is a written document providing a detailed overview of Supplier’s Business Continuity Program.
5. **“Disaster Recovery Plan”** means the technical recovery plans to ensure the restoration and recovery of technology infrastructure and Services to ensure continuity of technical operations during a Disruptive Event.
6. **“Disruptive Event”** is an event, whether natural or man-made, which interrupts business functions and prevents or delays delivery of the Services in accordance with the provisions stated in this Agreement.
7. **“Subcontractor”** is defined as a party to whom the Supplier outsources core or material functions relative to the delivery of the Services.
8. **“Vendor Resilience Program”** means Visa’s regulatory mandated vendor due diligence program

General Program Requirements. Supplier and any Subcontractors shall maintain and adequately support a Business Continuity Program sufficient to ensure the continuous delivery of all Services, and upon a Disruptive Event, Supplier shall invoke its Business Continuity and Disaster Recovery Plan(s).

1. Supplier shall ensure all Subcontractors have Business Continuity Programs and Disaster Recovery Plans sufficient to meet delivery of the Services during a Disruptive Event.
2. Upon request, Supplier shall provide Visa with a Business Continuity Summary sufficient to assess the Supplier’s Business Continuity Program.
3. Upon request, Supplier shall participate in Visa’s annual Vendor Resilience Program and provide Visa with requested due diligence artifacts as needed.

Critical Incident Contacts. Upon request, Supplier shall provide to Visa a critical incident contact information in the event there is a Disruptive Event. Upon revision, Supplier shall provide the revised list to Visa in a timely manner.

Industry Standards. Supplier’s Business Continuity Program and Business Continuity Plan should be based on regulatory guidance and / or general industry standards and practices.

Business Continuity and Disaster Recovery Plan(s). Supplier shall develop, implement, and test its Business Continuity and Disaster Recovery Plans and warrants that plans are sufficient to recover the Services in the event of a Disruptive Event.

Resources and Funding. Supplier shall ensure that all continuity and recovery resources, including systems, facilities, equipment, and personnel as described in its Business Continuity Program will remain available and sufficiently funded throughout the Term of this contract.

Data Protection and Recovery Back-up. The Business Continuity Program shall address Supplier's responsibility for backing up and recovering all programs, data, and equipment in a manner consistent with sound business practices.

Plan Testing. Supplier shall test its Business Continuity and Disaster Recovery Plan not less than once every twelve months.

1. Should the application meet Visa's criticality threshold for inclusion in its Vendor Resilience regulatory program, supplier must perform an "Acceptable Failover Exercise" within the required Recovery Time Objective
2. Supplier shall deliver the results of its Disaster Recovery testing to Visa upon request.
3. Upon mutual agreement, Supplier shall allow Visa's participation in its Business Continuity Plan testing to validate Supplier's ability to recover, restore, resume, and maintain operations after a Disruptive Event.
4. Supplier shall notify Visa at least forty-five days in advance of any Business Continuity Plan Test that requires Visa's participation. Visa may decide upon the nature and extent of its participation.
5. Both parties shall use good faith efforts to schedule and coordinate testing.

Disaster Reporting. In the event of a Disruptive Event, Supplier shall promptly notify Visa of the nature of the interruption, if known, and an estimate of the time it will take to recover the Services and return to business as usual service levels.

Recovery Reporting. After restoration of the Services after a declared Disruptive Event, Supplier shall promptly provide Visa with a root cause analysis summary report identifying at a minimum:

1. Each affected Service;
2. The time to mitigate the issue and resume delivery of the Services
3. Any Services that were not provided or only partially provided as a result of the interruption
4. The root cause of the disruption; and
5. The corrective actions taken.