

SCHEDULE L

BUSINESS CONTINUITY

These business continuity terms and conditions (“Terms”) constitute an agreement between MoneyGram Payment Systems, Inc. (“*Customer*”) and you (“*you*” or “*Supplier*”) related to your provision of Goods and/or Services to Customer. Terms capitalized herein but undefined shall have the definitions assigned them in the master services agreement executed by and between Customer and the Supplier.

- 1 **Contingency and Recovery Plans.** Service Provider shall establish, implement, and maintain contingency plans, recovery plans and proper risk controls, as further described on **each SOW**, to ensure Service Provider’s continued performance under this Agreement. The plans must be consistent with industry best practice standards, be in place on the Effective Date, and remain in effect throughout the Term and any Termination Assistance Period. The plans and risk controls shall include those items listed in this **Exhibit X**. If MoneyGram objects in writing to any provision of such plans and controls, Service Provider shall respond in writing within 10 days, explaining, among other matters, the actions Service Provider intends to take to cure MoneyGram’s objection. The business continuity plan may be updated from time to time upon prior written notice to MoneyGram.
- 2 **Documented Plans.** Service Provider’s contingency and recovery policies and procedures shall include recovery strategy, documented recovery plans covering all areas of operations necessary for delivering Services pursuant to this Agreement, vital records protection and testing plans, protection of MoneyGram’s Data, and the continuation of Services if the Service Provider’s database, data processing system, phone lines or system connectivity becomes disrupted or if the physical site from which Service Provider provides Services becomes unavailable. The plans shall provide for off-site backup of critical data or call recording files, Program Information, Software, documentation, forms and supplies, as well as alternative means of transmitting and processing Program Information, receiving Contacts, and maintaining Service Levels.
- 3 **Short and Long Term Disruptions.** Service Provider’s recovery strategy shall provide for recovery after both short and long term disruptions in facilities, hardware, Software, network connectivity, environmental support, and data processing equipment. Although short term outages can be protected with redundant resources and network diversity, the long term strategy must set forth a recovery strategy for a potential situation in which there is total destruction of Service Provider’s business operations for a period of six months or longer.
- 4 **Time to Full Restoration and Amount of Lost Data.** Service Provider’s recovery objectives (time to full restoration and amount of lost data tolerated) shall not exceed the corresponding objectives of the MoneyGram business unit for which the Services are rendered. MoneyGram will provide to Service Provider in writing the business unit’s recovery objectives and notify Service Provider if these objectives change. In the event of a change, MoneyGram agrees to work with Service Provider to determine a mutually agreeable date for Service Provider to match the new objectives, if necessary.
- 5 **MoneyGram Activation of Contingency Plan.** Service Provider shall continue to provide Services to MoneyGram even if MoneyGram activates its contingency plan or moves to an interim site to conduct its business, including during tests of MoneyGram’s contingency operations plans.

- 6 **Copies of Contingency Recovery Plans and Contingency Exercise Final Reports.** Throughout the Term and any Termination Assistance Period, Service Provider shall furnish to MoneyGram on an annual basis, or upon MoneyGram's request, (i) contingency recovery plans, (ii) contingency exercise and testing schedules, and (iii) copies of all contingency exercise final reports. If requested, Service Provider shall allow MoneyGram, at its own expense, to observe a contingency test.

- 7 **Data Center Exercise.** If Service Provider provides electronic interchange of data with MoneyGram, Service Provider shall participate, if requested, in an annual MoneyGram data center exercise to validate recovery connectivity.