

Data Center Interconnectivity Service Terms

1. DEFINITIONS

“Sungard AS Network” is the transport infrastructure between and including the Sungard-AS-provided ingress routers at each Sungard AS facility and does not include Customer-provided equipment or local access circuits.

2. DATA CENTER CONNECTIVITY

2.1 DATA CENTER CONNECTIVITY – LAYER 1

Formerly: AS Wave

Sungard AS will provide access to the Sungard AS Network, utilizing single hand-off from the AS Network to Customer’s environment and Layer 1 Wave connectivity between the Sungard AS facilities identified on the Order in support of Services provided from both such facilities.

2.2 DATA CENTER CONNECTIVITY – LAYER 2

Formerly: AS Ethernet, AS Connect, E-Line (UK Only)

Sungard AS will provide access to the Sungard AS Network, including single hand-off from the Sungard AS Network to Customer’s environment and Layer 2 Ethernet connectivity between the Sungard AS facilities identified on the Order in support of Services provided from both such facilities.

2.3 DATA CENTER CONNECTIVITY – LAYER 2 (Redundant)

Formerly: E-Line Plus (UK Only), Protected Ethernet (UK Only)

Sungard AS will provide access to the Sungard AS Network, including dual hand-off from the Sungard AS Network to Customer’s environment and Layer 2 Ethernet connectivity between the Sungard AS facilities identified on the Order in support of Services provided from both such facilities.

2.4 DATA CENTER CONNECTIVITY – LAYER 2 (Recovery)

Formerly: Lan Bridge, metro bandwidth, E-LAN for Recovery (LAN Bridging), Unprotected Ethernet (ATOT/D) (UK Only), Gig-On-Demand (UK Only)

Sungard AS will provide access to the Sungard AS Network, including single hand-off from the Sungard AS Network to Customer’s environment and Layer 2 Ethernet connectivity between the Sungard AS facilities identified on the Order, connected at time of test/at time of disaster (ATOT/ATOD).

One or more other customers (“other affected customers”) may require use of the same network connectivity infrastructure at the same time as Customer. The following provisions are intended to avoid or minimize contention for Service resources:

- All Service resources are designated by Sungard AS as “Priority Resources” or “Shared Resources” and are subject to change without notice, provided that Sungard AS shall not change the designation of a Service resource at any time that a Service resource is being used by a customer.
- Customer will have exclusive rights of access to and use of Service resources designated by Sungard AS as Priority Resources that are not then being used by other affected customers.
- Customer and all other customers requesting use will have equal rights of access to and use of Service resources, irrespective of the order in which use was requested. In such cases, Customer will reasonably cooperate with Sungard AS and the other affected customers in the use of the Service resources.
- Sungard AS will maintain records of its receipt of requests, which will be the exclusive basis for determining the order in which requests were received.

Customer may use the Service resource for so long as the Services on this Order and the Customer colocation, hot site or workgroup environment are available for use.

2.5 DATA CENTER CONNECTIVITY – LAYER 3

Formerly: AS Connect+, AS Connect+ for Netbond

Sungard AS will provide access to the Sungard AS Network, including dual hand-off from the Sungard AS Network to Customer's environment and Layer 3 Multiprotocol Layer Switching (MPLS) connectivity, between the Sungard AS facilities identified on the Order in support of Services provided from both such facilities.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 Data Center Connectivity - Layer 1

Formerly: AS Wave

3.1.1 Service Availability

Target: The targets below are the availability percentages during each calendar month of the Term for the connection provided by Sungard AS to Customer as part of the Data Center Connectivity Layer 1 Services. That availability value will be calculated on a monthly basis by subtracting the total number of minutes that the service was down from the total number of minutes in the month and then dividing that number by the total number of minutes in that month.

Remedy: If Sungard AS fails to meet the Data Center Connectivity Layer 1 Service Availability SLA, the Customer may be entitled to a credit as set forth below for each month in which the failure occurred.

Condition for Applicability of the Target and Remedy: In order for these Data Center Interconnectivity Layer 1 Service targets to apply, and for Customer to be entitled to the remedies specified below, the Customer configuration must take advantage of the number of feeds made available for that tier of service.

Data Center Interconnectivity - Layer 1 SLA	
Service Availability Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 1 Service)
≥98.50% and <99.00%	3%
≥98.00% and < 98.50%	6%
<98.00%	9%

Data Center Interconnectivity - Layer 1 (Protected) SLA	
Service Availability Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 1 Service)
≥99.90% and <99.99%	5%
≥99.50% and < 99.90%	10%
≥99.00% and < 99.50%	15%
<99.00%	30%

3.2 Data Center Connectivity - Layer 2

Formerly AS Ethernet, AS Connect, E-Line, E-Line Plus (UK Only), Protected Ethernet (UK Only)

3.2.1 Service Availability

Target: The targets below are the availability percentages during each calendar month of the Term for the connection provided by Sungard AS to Customer as part of the Data Center Connectivity Layer 2 Services. That availability value will be calculated on a monthly basis by subtracting the total number of minutes that the service was down, from the total number of minutes in the month, and then dividing that number by the total number of minutes in that month.

Remedy: If Sungard AS fails to meet the Data Center Connectivity Layer 2 Service Availability SLA, Customer may be entitled to a credit as set forth below for each month in which the failure occurred.

Condition for Applicability of the Target and Remedy: In order for these Data Center Interconnectivity Layer 2 Service targets to apply, and for the Customer to be entitled to the remedies specified below, the Customer configuration must take advantage of the number of feeds made available for that tier of service.

Data Center Interconnectivity - Layer 2 SLA	
Service Availability Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 2 Service)
≥99.50% and <99.90%	3%
≥99.00% and < 99.50%	6%
<99.00%	12%

Data Center Interconnectivity - Layer 2 (Redundant) SLA	
Service Availability Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 2 Service)
≥99.90% and <99.99%	5%
≥99.50% and < 99.90%	10%
≥99.00% and < 99.50%	15%
<99.00%	30%

3.3 Data Center Connectivity - Layer 2 (Recovery)

Formerly: LAN Bridge, E-LAN for Recovery (UK Only), Unprotected Ethernet (ATOT/D) (UK Only), MetroBandwidth, Gig-On-Demand (UK Only)

3.3.1 Service Availability

Target: The targets below are the availability percentages during each calendar month of the Term for the connection provided by Sungard AS to Customer as part of the Data Center Connectivity Layer 2 Services. That availability value will be calculated on a monthly basis by subtracting the total number of minutes that the service was down, from the total number of minutes in the month, and then dividing that number by the total number of minutes in that month.

Remedy: If Sungard AS fails to meet the Data Center Connectivity Layer 2 Service Availability SLA, Customer may be entitled to a credit as set forth below for each month in which the failure occurred.

Condition for Applicability of the Target and Remedy: In order for these Data Center Interconnectivity Layer 2 Service targets to apply, and for the Customer to be entitled to the remedies specified below, the Customer configuration must take advantage of the number of feeds made available for that tier of service.

Data Center Interconnectivity - Layer 2 (Recovery) SLA	
Service Availability Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 2 Service)
NO SLA	N/A

3.4 Data Center Connectivity Layer 3 Formerly AS Connect +, AS Connect + for Netbond

3.4.1 Service Availability

Target: The targets below are the availability percentages during each calendar month of the Term for the connection provided by Sungard AS to the Customer as part of the Data Center Connectivity Layer 3 Services. That availability value will be calculated on a monthly basis by subtracting the total number of minutes that the service was down, from the total number of minutes in the month, and then dividing that number by the total number of minutes in that month.

Remedy: If Sungard AS fails to meet the Data Center Connectivity Layer 3 Service Availability SLA, Customer may be entitled to a credit as set forth below for each month in which the failure occurred.

Condition for Applicability of the Target and Remedy: In order for these Data Center Interconnectivity Layer 3 Service targets to apply, and for the Customer to be entitled to the remedies specified below, the Customer configuration must take advantage of the number of feeds made available for that tier of service.

Data Center Interconnectivity - Layer 3 SLA	
Service Availability Percentage	Remedy (% of the Order's Monthly Fee attributable to the impacted Data Center Interconnectivity – Layer 3 Service)
>=99.90% and <99.99%	5%
>=99.50% and <99.90%	10%
>=99.00% and <99.50%	15%
<99.00%	30%

3.5 Service Notification

Target: Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted reasonable preliminary investigation verifying that the Data Center Interconnectivity Service or CDP equipment monitored by Sungard AS are unavailable.

Remedy: If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the Order's Monthly Fee attributable to the impacted Service. In the event that Customer notifies Sungard AS, within the 15-minute period, regarding unavailability of equipment or Services, this remedy is not operational.

Data Center Interconnectivity – Service Notification SLA		
SLA Item	Target	Remedy (% of the Order's Monthly Fee attributable to the impacted Service)
Service Notifications	15 Minutes	3%

4. GENERAL SERVICE TERMS

These Services are also subject to the General Service Terms at https://www.sungardas.com/hubfs/_multimedia/document-file/sungardas-general-service-terms.pdf.