

Dedicated SAN Services - Service Terms

1. DEFINITIONS

“Storage Infrastructure” refers to core storage infrastructure, including controllers, disk capacity, core networking and multipath connectivity between, and networking equipment provided by Dedicated SAN Services, including patch panels and cabling (if applicable).

“Customer Equipment” refers to Customer-provided and managed networking, or networking managed by Sungard AS (but not part of the Dedicated SAN Services), that provides access to the Storage Infrastructure (e.g., ethernet switches).

2. DEDICATED SAN SERVICES FEATURES

Sungard AS will provide Dedicated SAN Services at the site designated in the Order, using the Storage Infrastructure.

The Dedicated SAN Service includes:

- (a) Installation of multipath connectivity between the Storage Infrastructure and/or Customer Equipment located at the designated Production Site for the provision of the Service.
- (b) Installation of storage network adapters on Sungard-AS-managed servers.
- (c) When additionally subscribed to Managed OS Services, Dedicated SAN Services includes: Initial installation, configuration and periodic updates of storage management software, path management software and device drivers (if applicable) on the Storage Infrastructure and/or Customer Equipment connected to the storage.
- (d) Provision of storage capacity by the logical unit number (LUN), volume or file share from the Storage Infrastructure, with connectivity Customer Equipment or servers.
- (e) Presentation of storage capacity via masking and zoning, and/or the setup of storage authentication.
- (f) Configuration and management of scheduled and unscheduled (ad hoc) snapshots and the creation of clones, as specified in the customer design requirements (“CDR”) form (if applicable), and supported by the Storage Infrastructure and Sungard AS.
- (g) Monitoring and alerting of the Storage Infrastructure.
- (h) Incident resolution of storage management software, path management software and device driver software to which the Sungard AS Managed OS Services are subscribed.
- (i) Incident resolution of Sungard-AS- or Customer-identified issues.
- (j) Problem resolution of Sungard-AS- or Customer-identified issues.
- (k) Change management and request fulfilment.
- (l) Administration of the Storage Infrastructure by Sungard AS.
- (m) Bespoke customer reporting, if specified in the CDR form and Order.
- (n) Subscription to Sungard AS Equipment Management Services.

3. DEDICATED SAN SERVICES GENERAL

- (a) Customer-provided Storage Infrastructure must meet Sungard AS’ then-minimum requirements for Dedicated SAN and Equipment Management Services, which are available upon request.
- (b) Customer-provided Storage Infrastructure must include vendor or third-party maintenance for the duration of the contractual term, covering all hardware and software, including multipath/failover software.
- (c) Customer will provide application requirements, including input/output operations per second (IOPS) and throughput, where known.
- (d) If performance issues occur, where possible, Sungard AS will make recommendations for resolution.

- (e) If Sungard AS Managed OS Services are not subscribed to, Customer acknowledges and accepts that a reduced level of Service shall be provided, which shall exclude server-related incidents, limiting the scope to Sungard AS Storage Infrastructure.
- (f) If Sungard AS Managed OS Services are not subscribed to, Customer is responsible for the installation, management and troubleshooting of storage management software, recommended path management software and device drivers.
- (g) Where Storage Infrastructure is Customer-provided, Customer must facilitate site access to allow the equipment vendor onto the Storage Infrastructure for the purpose of maintenance and support. Provided that, Customer acknowledges that if it withholds consent on any equipment in which vendors are required to have access, Sungard AS will be unable to guarantee the supply of the Services and shall have no responsibility (including the payment of any service-level agreement (SLA) credit) for any failure to supply Services.
- (h) If not provided by Sungard AS, Customer will supply and install the necessary network adapters and network switches to provide multipath access to the Storage Infrastructure, which must be in a configuration supported by the equipment vendors and/or recommended by Sungard AS.
- (i) Sungard AS will not provide Customer with administrative access to the Storage Infrastructure.
- (j) Where the Storage Infrastructure is Customer-provided, Customer will provide Sungard AS with the appropriate system access and management console (hardware and software) to manage the storage device(s), where applicable.
- (k) Storage redundancy will be provided and configured as per the CDR form.
- (l) Sungard AS recommends that Customer take regular backups of data stored on the Storage Infrastructure.
- (m) Sungard AS has the right to increase charges if the solution is changed during the Order.
- (n) Sungard AS will notify Customer if any service requests or changes are chargeable (in addition to the standard charges).

4. SUPPORT SERVICES

4.1. Equipment Management Services Features

Sungard AS will perform the following for each piece of equipment identified in the Order:

- Engage maintenance vendors in the resolution of detected equipment failures
- Coordinate vendor-provided preventative maintenance
- Install vendor-provided firmware upgrades

4.2. Equipment Management Services General

For all Customer-provided equipment and software, Customer will:

- Obtain and maintain 24x7 maintenance agreements for Customer-provided hardware (with 4-hour response time for hardware) and software receiving Equipment Management Services
- Obtain the consent of the maintenance vendor, allowing Sungard AS to act as Customer's agent
- Provide Sungard AS with root or administrative security passwords, IDs and access

Equipment Management Services do not include dispute resolution with maintenance vendors regarding the maintenance vendors' services.

5. DEDICATED SAN SERVICES SLA

5.1. Target

The target for the Storage Infrastructure for which Customer has contracted with Sungard AS for Dedicated SAN Services is that they will be operational and available to Customer for 99.99% of the time during each calendar month unless otherwise agreed upon in an Order or Special Terms.

5.2. Measurement

Storage Infrastructure availability will be measured using Sungard-AS-provided storage monitoring software. The percentage availability is calculated as follows:

The denominator of the calculation is the total number of hours in a calendar month, minus:

- The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime
- Any time attributable to the events specified in [General Service Terms](#)

The numerator is the total number of hours in a month, minus:

- The total amount of hours used during any preventive maintenance scheduled by Sungard AS or any Customer-requested downtime
- Any time attributable to the events specified in [General Service Terms](#)
- Any other downtime

The resulting fraction (multiplied by 100) is the percentage of actual Storage Infrastructure availability. At times, the Dedicated SAN Storage Infrastructure may be working despite the measurement showing it to be unavailable. In this case, it will be deemed available if the Storage Infrastructure is responsive to work requests.

5.3. Remedy

If, during any 3-month period, Storage Infrastructure availability (consecutive or non-consecutive) falls below the applicable percentage as an average for the month two or more times, Sungard AS will credit Customer 10% of one month's charges then payable by Customer specifically for the affected Dedicated SAN Service or, if no such charges are specified, 10% of the then-current monthly charges that Sungard AS would charge its customers generally for such services. If a failure is isolated to a certain element of the Service, e.g., capacity under a particular LUN, the credit only will be related to that element, not the full Dedicated SAN monthly charge. For the purposes of this remedy, no three-month period may overlap with another.

5.4. Condition for applicability of target and remedy

The target and remedy shall not apply where the Storage Infrastructure is unavailable due to failure of Customer Equipment, or due to failure of Network Services into Dedicated SAN Services. The other parts of this clause shall be read subject to this sub-clause.

6. NOTIFICATION SLA

6.1 Agreement

Sungard AS will notify Customer, in the manner requested by Customer in the Customer Portal, within 15 minutes after Sungard AS has conducted a reasonable preliminary investigation verifying that the Services or Customer Equipment monitored by the Services are unavailable.

6.2 Remedy

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

7. 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.