

Edge Access Service Terms

1. DEFINITIONS

“Carrier Demarcation Point” or **“CDP”** is a point of connection of a circuit or network on a Sungard AS site or another site to a telecommunications provider’s network.

“Circuit” means a telecommunications transit medium of facility connecting two or more Customer end-user locations.

“Cross Connect” means a physical direct connection between two different termination locations withing a data center.

“Delivery Location” refers to the Sungard AS facility or other site as specified in the Order, at which the Services are provided.

“End User” means Customer’s subscribers, members, end-users, clients or any other third parties who use or access the Edge Access Service.

“Standard Bandwidth” refers to the speed (in bits per second) of a communications link, as specified in the Order.

“Sungard AS Demarcation Point” means, in relation to Managed Services, a point designated by Sungard AS on a circuit beyond which Sungard AS’ responsibility ceases for the monitoring, performance and maintenance of the relevant Managed Services.

2. EDGE ACCESS

Formerly: Sungard-AS-Provided Access

2.1 Features

Sungard AS will provide network access to the Delivery Location(s) indicated in the Order.

2.2. General

The specified Standard Bandwidth of Sungard-AS-provided Edge Access links is capped and may not be increased unless otherwise agreed to in writing and subject to payment of Sungard AS’ additional fees in relation thereto. Subject to any other applicable terms and conditions, Sungard-AS-provided Edge Access links will be available to Customer on a 24-hour, 7-day-per-week basis (excluding downtime attributable to previously scheduled routine and preventative maintenance). All Sungard-AS-provided Edge Access links will be connected between the Carrier Demarcation Point at the Delivery Location and that at the other end of the link. Sungard AS is not responsible for the availability, timing or quality of transmission or signaling on the Customer’s (or third party’s) side of any CDP.

Certain network services are provided subject to the availability of the necessary services from Sungard AS’ telecommunications providers. Accordingly, Sungard AS does not guarantee (nor is it a condition or warranty of the Order) that transmission of data via network services will always be possible without interruption or error. Sungard AS may, by written notice to Customer, terminate or withhold the provision of such network services (or any part of them) without liability if:

- (a) Sungard AS’ telecommunications providers terminate services to Sungard AS or withdraw or substantially alter any underlying tariff(s).
- (b) Any regulatory authority asserts jurisdiction over the network services with the result that Sungard AS would be required to submit to common carrier, public utility, or other regulations to which Sungard AS is not then subject.
- (c) Sungard AS no longer has the legal right to provide the network services.

If requested by Customer, Sungard AS will work with Customer to help it secure replacement network services from a replacement telecommunications provider.

Sungard AS' fees are based in part on its telecommunications providers' tariffs and/or charges prevailing at the time Sungard AS and Customer entered into the applicable Order. The quote from such providers can also be subject to a survey of Customer's facility. If Sungard AS' telecommunications providers increase any such tariff(s) or charges beyond those prevailing at the time the applicable Order was entered into, or the survey results in increased charges to Sungard AS, Sungard AS shall be entitled to increase its fees payable under the relevant Order by such amount as will compensate Sungard AS (on a passthrough basis) for any such increase and shall not be liable for any consequent delay in the provision of the Services.

Sungard AS will supply Cross Connects within Sungard AS facilities. Customer is responsible for any Cross Connects required at any non-Sungard AS facilities.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 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 Edge Access Service or CDP equipment monitored by Sungard AS is unavailable.

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 for 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.

Edge Access – Notification SLA		
SLA Item	Target	Remedy (% of the Associated Product Fee)
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.