

## **Network as a Service (NaaS) Service Terms**

### **1. DEFINITIONS**

“**Customer Premise**” refers to a location which is not at a Sungard AS facility.

“**Customer Premises Equipment**” or “**CPE**” refers to the network equipment provided by Sungard AS at a Customer Premise, as specified in the Order.

### **2. MANAGED CUSTOMER PREMISES SERVICES**

#### **2.1 Features**

Sungard AS will provide the following for devices identified in the Order as Customer Premises Equipment:

- (a) Configure all devices prior to shipping to Customer
- (b) Hardware shipment to Customer Premises

#### **2.2 Service Conditions**

Sungard AS is not responsible for any delays of Service delivery due to delays caused by vendor shipment and/or hardware & software fulfillment delays due to global shortages.

All hardware and software will be provided by Customer unless otherwise identified in the Order. Sungard AS does not guarantee a time to fix hardware or software. Sungard AS will engage and manage vendors in accordance with the terms of the underlying maintenance agreement and is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

Unless otherwise specified in the Order, Customer agrees to the following provisions for the Customer Premises Equipment identified in the Order:

- (a) Customer is responsible for all physical remote hands support, including physical device installation and cabling, and remote hands/eyes support for any Sungard AS troubleshooting.
- (b) Customer is responsible for all power, space, and cabling requirements.
- (c) Customer is responsible for out-of-band POTS line access.
- (d) Upon service termination, Customer is responsible for proper packaging and timely shipment of hardware and all accessories back to Sungard AS at Customer’s expense.

### **3. LAN & WAN SERVICE (Switches & Routers)**

#### **3.1 Features**

Sungard AS will provide LAN & WAN Services for devices identified in the Order. This Service includes:

- (a) As supported by hardware, software and licensing specified in Order, configuration support for VLANs, access ports, trunks, LACP, vPC, HSRP/VRRP, layer 3 SVIs, VRFs, static routes and dynamic routing.
- (b) Equipment management for the specified LAN & WAN devices.
- (c) Device monitoring for the specified LAN & WAN devices.
- (d) At Customer’s request, change of LAN & WAN device configurations and application of security-related fixes and patches available from relevant third-party vendors.

#### **3.2 Service Conditions**

Sungard AS is not responsible for any delays of Service delivery due to delays caused by vendor shipment and/or hardware and software fulfillment delays due to global shortages.

All hardware and software will be provided by Customer unless otherwise identified in the Order. Sungard AS does not guarantee a time to fix hardware or software. Sungard AS will engage and manage vendors in

accordance with the terms of the underlying maintenance agreement and is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

#### **4. LOAD BALANCING SERVICES**

##### **4.1 Features**

Sungard AS will provide Local Load Balancing Services for the load balancer devices specified in the Order, as covered by such Services.

These Services include:

- (a) As supported by hardware, software and licensing specified in Order, configuration support for VIPs, pools, SSL offload, persistence, basic health checks, basic redirects.
- (b) Device monitoring for the specified load balancer devices.
- (c) At Customer's request, load balancer policy configuration.
- (d) Resolution of load balancer problems by the application of available fixes and patches supplied and supported by the relevant vendors.

##### **4.2 Service Conditions**

Sungard AS is not responsible for any delays of Service delivery due to delays caused by vendor shipment and/or hardware and software fulfillment delays due to global shortages.

All hardware and software will be provided by Customer unless otherwise identified in the Order. Sungard AS does not guarantee a time to fix hardware or software. Sungard AS will engage and manage vendors in accordance with the terms of the underlying maintenance agreement and is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

#### **5. SERVICE LEVEL AGREEMENT (SLA)**

##### **5.1 Service Availability**

Target: Network hardware components provided by Sungard AS as part of Managed LAN & WAN Services and Managed Load Balancing Services shall be operational and available to Customer on a monthly basis as set forth below:

Redundantly configured components 99.95%

Non-redundantly configured components 99.5%

Sungard AS shall measure the network at 5-minute intervals and, on a monthly basis, compute the number of failed measurement responses as a percentage of the total number of measurements. A single device failure in redundantly configured Services does not constitute a loss of availability.

Remedy: If Sungard AS fails to meet the Service Availability SLA, Customer is entitled to a credit equal to 10% of the impacted Service Monthly Fee, limited to the Service which failed availability, for each month in which the failure occurred.

##### **5.2 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 Services or Customer equipment monitored by the Services are unavailable.

Remedy: If Sungard AS fails to meet the Notification SLA, Customer is entitled to a credit equal to 3% of the impacted Service Monthly Fee, limited to the Service which failed notification, for each month in which the failure occurred. In the event that Customer notifies Sungard AS, within the 15-minute period, regarding unavailability of equipment or Services, this remedy is not applicable.

### 5.3 Conditions

The above Service Level Agreement targets and remedies shall be read subject to this clause.

Sungard AS shall only be obliged to apply credits where specifically requested by Customer. Any credit entitlement that is not requested by Customer in writing within three (3) months of its availability shall no longer be available and Customer will be deemed to have waived any rights in relation thereto.

Where the Monthly Fee payable in relation to a particular Service is bundled with the Monthly Fee for other Services or the Monthly Fee in relation to specific items of equipment are bundled with those for other equipment, and Customer becomes entitled to a service credit, then, in calculating that credit, the applicable Monthly Fee shall be the Monthly Fee that Sungard AS would have charged for the individual Service, or item of equipment, to which the service credit relates, had it not been bundled with other Services or other equipment (as the case may be).

Sungard AS shall be under no obligation to perform the Services if the performance of the Services (or any part thereof) would, in the reasonable opinion of Sungard AS, involve a safety hazard until the safety hazard has been removed.

Sungard AS shall be entitled to cease or suspend the provision of the Services without liability if it reasonably believes that its provision of the Services would cause it to infringe the law, having used all reasonable endeavors to avoid any such infringement.

In addition to any other fees specified in the Order, Customer shall pay ancillary fees, monthly in arrears, for:

- (a) Shipment of item(s) at commercial rates if performed by Sungard AS or at Sungard AS' cost plus 15% if performed by a third-party supplier.
- (b) Technical assistance requested by the Customer or its personnel if such technical assistance is not within that included in the charges specified in the Order. Charges will be at Sungard AS' applicable staff rates in effect from time to time.
- (c) Professional services costs for support of non-standard and/or excess configuration of Service.

### 6. 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>.