

Network Services (Ireland) Service Terms

1. DEFINITIONS

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

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

“Customer User Materials” refers to equipment, software or materials supplied or made available to Sungard AS by Customer or an End User in connection with the Services.

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

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

“Resilient” describes Services and Equipment to include associated Customer equipment at Customer’s site (including, but not limited to, Customer interfaces) that are duplicated and used by Customer in such a way as to avoid any single points of failure.

“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 Availability Services (Sungard AS) on a circuit beyond which Sungard AS’ responsibility ceases for the monitoring, performance and maintenance of the relevant Managed Services.

“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. NETWORK SERVICES

2.1. General

The speed (in bits per second) of a communication link as defined in the Order (“Standard Bandwidth”) of Sungard-AS-provided point-to-point links is capped and may not be increased unless otherwise agreed to in writing and subject to payment of Sungard AS’ additional charges in relation thereto. Subject to any other applicable terms and conditions, Sungard-AS-provided point-to-point links will be available to Customer on a 24-hour, 7-day-per-week basis (excluding downtime that is attributable to previously scheduled routine and preventative maintenance). All Sungard-AS-provided point-to-point telecommunications links will be connected between the carrier demarcation point (“CDP”) at the Delivery Location and at the other end of the link. Sungard AS is not responsible for the availability, timing or quality of transmission or signalling on 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 Contract) that transmission of data via the Communications Links 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' charges 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 site. If Sungard AS' telecommunications providers increase any such tariff(s) or charges beyond those prevailing at the time the Order was entered into, or the survey results in increased charges to Sungard AS, Sungard AS shall be entitled to increase the charges payable under the Order by such amount as will compensate Sungard AS (on a passthrough basis with no profit element) for any such increase and shall not be liable for any consequent delay in the provision of the Services.

Unless Customer has contracted for Circuit Provisioning Services (as defined below), Customer will provide the Customer-provided telecommunication circuits identified in the Order. Any Customer-provided telecommunication circuits must comply with Sungard AS' standards as notified to Customer, unless (and to the extent) otherwise agreed to by Sungard AS. These circuits shall be made available by Customer for the Term of the applicable Order. Sungard AS has no obligation (other than notifying Customer of Sungard AS' standards) in relation to any Customer-provided telecommunication circuits.

2.1.1. Installation of Links and Cabling at Sungard AS Sites

Installation of any telecommunications links to any Sungard AS site requested by Customer and are in addition to any telecommunications links already available at the site may be subject to the consent of the lessor under Sungard AS' lease or other agreement governing Sungard AS' occupation of the site. Where such consent is granted, installation of any telecommunications links shall (irrespective of whether Circuit Provisioning Services have been contracted for) be conducted at times agreed upon with Sungard AS and, if Sungard AS desires, its involvement and payment of its charges in connection therewith.

Customer shall be responsible, at its own cost in all things, for the provision to any telecommunications provider of any required consent, wayleave or other matters required by the telecommunications provider, in relation to any Customer-occupied or used site that is linked to a Sungard AS site.

Sungard AS (not Customer) shall supply and install all networking cabling at the Delivery Location. The type of networking cabling shall be as specified in the Order. Sungard AS shall determine, in its unfettered discretion, the location and routing of any such cabling.

2.1.2. Monitored Links and Managed Services

This section explains when and why Sungard AS can monitor links or provide managed services for such links. Unless the link complies with the criteria set out below then, notwithstanding anything to the contrary, Sungard AS will not be able to monitor the link or (as the case may be) provide a managed service in respect of it.

If Sungard AS provides a point-to-point link between Sungard AS sites, it controls the link end to end and, provided Sungard AS has IP access to the equipment providing the link, it is therefore able to monitor the link.

If Sungard AS provides a point-to-point link from a Sungard AS site to a Customer or third-party site and it also provides the network termination equipment (and has IP access to the link) at Customer (or third party) end of the link, it can monitor the link up to that point. If Customer provides its own network termination equipment on a Sungard-AS-provided link, Sungard AS will not be able to monitor the link.

If Sungard AS procures a point-to-point link from a Sungard AS site to a Customer (or third-party) site (i.e., it helps Customer to obtain it), Sungard AS cannot monitor it unless Customer has the Customer-Premise WAN Services (which includes provision of network termination equipment by Sungard AS), as defined below, for the link and Sungard AS has IP access to that link.

Sungard AS' ability to monitor a link does not imply redundancy exists in the service, i.e., duplication of elements to provide alternative functional channels in case of failure. The link itself may still be a potential single point of failure.

For certain services ("Managed Services"), Sungard AS can take responsibility for the monitoring, performance and maintenance of the services up to the relevant Sungard AS demarcation point, except that its responsibility for the availability, timing or quality of transmission or signalling on the circuit or network may cease at a different point, e.g., the CDP at Customer (or third party) end of the link. Managed Services can only be provided if all the relevant circuits (including network termination equipment) have been provided by Sungard AS.

2.1.3. Onboarding

Sungard AS requires Customer to provide its shared IP address allocations by server type. In addition, Customer is required to notify Sungard AS of any changes, additions or deletions to its IP address allocations.

Sungard AS will provide Customer with reports only in the event of a High-Level Alert ("High-Level Alert" is a critical alert that commences the mitigation). Such reports shall contain the attack size, duration, source, type, mitigation technique deployed, geography, timing and volume of cleansed traffic.

2.2. SUNGARD-AS-PROVIDED ACCESS FOR HYPERSCALE CLOUD CONNECTIVITY (HCC) SERVICES

2.2.1. General

Customer, upon receipt of notification from Sungard AS that the Sungard-AS-provided access for Hyperscale Cloud Connectivity (HCC) Services is available, shall be responsible to connect its third-party cloud service environment to the logical connection provided by Sungard AS.

2.3. Connect Plus Services

2.3.1. General

Sungard AS will provide access to the Sungard AS Network, including dual hand-off from the Sungard AS Network to the Customer 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 ("Connect Plus Services"). The "Sungard AS Network" is defined as 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.

2.3.2. Service-Level Agreements

Availability

Agreement: The Connect Plus Services will be available 99.99% of the time. 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 Connect Plus Service Availability SLA, Customer is entitled to a credit as set forth below for each month in which the failure occurred:

Network Availability Percentage	Service Credit (% of the Network Services Monthly Fee)
>=99.9% and <99.99%	10%
>=99.5% and <99.9%	15%
>=99.0% and <99.5%	25%
<99.0%	50%

Packet Delivery:

Agreement: The Sungard AS Network will deliver data packets 99.5% of the time. 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 Connect Plus Packet Delivery SLA, Customer is entitled to a credit equal to 3% of the Network Services Monthly Fee for each month in which the failure occurred.

2.4. E-Line Services
2.4.1. General

Sungard AS will provide access to the Sungard AS Network, including single hand-off from the AS Network to the Customer environment and Layer 2 Ethernet connectivity between the Sungard AS facilities identified on the Schedule in support of Services provided from both such facilities (“E-Line Services”).

2.4.2. Service-Level Agreements

Agreement: The E-Line Service will be available 99.9% of the time. 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 E-Line Services Availability SLA, Customer is entitled to a credit as set forth below for each month in which the failure occurred:

Network Availability Percentage	Service Credit (% of the Network Services Monthly Fee)
≥99.5% and <99.9%	5%
≥99.0% and < 99.5%	10%
<99.0%	20%

2.5. Circuit Provisioning Services

Circuit Provisioning Services are technical support services to assist Customer with its procurement of third-party telecommunications circuits, as specified in the Order, that are requested by Customer and not already available at the applicable Sungard AS site (“Circuit Provisioning Services”).

2.6. Point-to-Point Circuits

2.6.1. General

Network Services: These include the provision of one or more of the following links, as specified in the Order:

- (a) Sungard-AS-procured point-to-point telecommunications link(s), with the specified Standard Bandwidth, between the specified sites (e.g., from one Sungard AS site to another Sungard AS site, or to a nominated Customer facility).
- (b) Access to Sungard AS' telecommunications connections between Sungard AS sites.
- (c) Connection to the public switched telephone network (PSTN), digital subscriber lines (xDSL) or integrated services digital network (ISDN).
- (d) Connection to managed network services from third-party providers.

2.6.2. Service-Level Agreements

Target: The target for a point-to-point link procured through Sungard AS is that it will be operational and available to Customer 98.4% of the time during each calendar month. Where such Network Services are Resilient, the target shall be 99.95%.

Measurement: Availability will be measured from the time the unavailability is reported to Sungard AS by Customer using Sungard AS' reporting procedures. When Sungard AS hands back the circuit for Customer testing and verification, the circuit is deemed available until Customer reports otherwise in which case availability will be re-measured from the time of such report. The percentage availability is calculated as follows.

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

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

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

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

The resulting fraction (multiplied by 100) is the percentage of actual Availability. The system may, at times, be working despite the measurement showing it to be unavailable. In this case, it will be deemed available if the Sungard AS equipment is responsive to work requests.

Remedy: If, during any 1-month period, availability falls below the applicable target percentage as an average for the month, then, for each full hour of unavailability, Sungard AS will credit Customer 1 day's Charges then payable by Customer specifically for the failed link or, if no such Charges are specified, the applicable percentage of the then-current monthly charges that Sungard AS would charge its customers generally for such a link. Customer may claim a maximum of 10 such credits in any one month.

2.7. CDN Service

2.7.1. General

The CDN Service provides network capacity and services, hardware, software as a service for rich media management, media storage and media delivery for any static data transfer to be provided to Customer as specifically set out in the Order.

The CDN Service is subject to technical restrictions, and portions (or all) of the CDN Service may be subject to blocking or disabling by Sungard AS if it is adversely affecting Sungard AS' Service (network traffic, security, user care, Customer software, etc.) as solely determined by Sungard AS. In the event that Sungard AS determines that any part of the Customer User Material is adversely affecting the Sungard AS Service, Sungard AS may block such part or all of the adverse Customer User Material from user access. For purpose of this section, "adversely affecting" does not mean an unscheduled increase in user traffic. The parties will work together to resolve the problems or issues that adversely affect the Sungard AS Services until both parties mutually agree, in good faith, that such portions of the Customer End User Material will no longer have an adverse effect on the Sungard AS Service.

Customer acknowledges that Sungard AS does not own or control the local circuit link, lease colocation space, leased space cross-connects, Internet service provider (ISP) partners providing connectivity to Sungard AS, other networks outside of the connectivity to Sungard AS or its ISP partners, or the Internet. Nor is Sungard AS responsible for performance (or non-performance) within such networks or within Sungard AS' operated interconnection points between the connectivity and other networks. Customer further acknowledges that Sungard AS exercises no control over, and has no responsibility for, any Content or data transmitted or maintained using the Services nor the information or material accessible upon, or actions taken on, the Internet. Sungard AS expressly disclaims any liability arising from, except as expressly provided in a service-level agreement (SLA). "**Content**" refers to objects delivered from a Sungard AS cache server. "**Cache Servers**" are the servers used for delivering Customer Content. The Cache Servers are owned and operated by Sungard AS or its subcontractor and are located on the Sungard AS global content delivery network at Sungard AS points of presence (POPs).

Customer hereby grants to Sungard AS the right to use, reproduce, distribute display and perform the content and data of Customer User Material solely in connection with the performance of Services under this Order. As between Customer and Sungard AS and subject only to the licenses expressly granted by Sungard AS by Customer hereunder, Sungard AS retains all right, title and license to all intellectual property rights associated with the Sungard AS Service and Sungard AS Technology, including any intellectual property developed during the course of this Order. In the event of a copyright registration or trademark, or patent application of any Derivative Work, Customer will provide reasonable assistance to Sungard AS to secure intellectual property protection, including, without limitation, assistance in the preparation and filing of any patent or trademark applications and/or copyright registrations and the execution of all applications, assignments or other instruments for perfection or protection of title. This Order does not constitute a license to use, modify or distribute Customer User Materials by Sungard AS or any third party. "**Sungard AS Technology**" refers to Sungard AS' proprietary technology, including the Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related intellectual property rights throughout the world, and also including any derivatives, improvements, enhancements or extensions of Sungard AS Technology conceived, reduced to practice during the Term of the Order by either Party that are not uniquely applicable to Customer ("**Derivative Works**"). Derivative Works will not include Customer User Materials.

Customer, Customer's distributors and the End Users are wholly responsible for any software and content displayed or distributed by Customer or Customer's customers using Sungard AS' Services. The Subcontractor's Acceptable Use Policy ("**AUP**"), which it may amend periodically subject to Customer being notified in advance and agreeing to the said amendments and which is posted on the following website at <http://www.edgecast.com/aup.htm> or successor URL, will apply to the use of the Services by Customer and each End User, and is a part of this Order, and it restricts the use of the Services by Customer, Customer's distributors and End Users. To use Sungard AS' Services, Customer must reasonably cooperate with Sungard AS' reasonable requests for providing the Services. When Customer (or Customer's distributor or customer) elects to send or receive content using Sungard AS' network and services, Customer (or the distributor or customer) is solely responsible for modifying its content identifiers, consistent with instructions that Sungard

AS provides to enable Sungard AS to deliver the selected content, including, without limitation, by changing the alias information in Customer's (or the customer's or distributor's) Domain Name System (DNS) record so that hostname addresses of page objects resolve to Sungard AS' servers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUNGARD AS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CONTINUOUS OPERATION OF THE SERVICES, SECURITY OF THE INTERNET CONNECTIONS OR OPERATION OF CUSTOMER EQUIPMENT, OR ABILITY OF ANY BACKUP SERVICES TO RE-ESTABLISH OPERATION OF CUSTOMER EQUIPMENT. SUNGARD AS DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT OR ABOVE CERTAIN LATENCY TIMES, OR BE COMPLETELY SECURE. SUNGARD AS DOES NOT WARRANT ANY CONNECTION TO, TRANSMISSION OVER OR RESULTS OF ANY SOFTWARE, NETWORK CONNECTION OR FACILITIES OR EQUIPMENT NOT PROVIDED BY SUNGARD AS TO CUSTOMER UNDER THE ORDER. CUSTOMER IS RESPONSIBLE FOR ASSESSING ITS OWN COMPUTER AND TRANSMISSION NETWORK NEEDS, CONTENT, AGGREGATION AND DELIVERY NEEDS, STREAMING NEEDS AND THE SUITABILITY OF THE SERVICES TO MEET THOSE NEEDS.

Customer will indemnify, defend and hold Sungard AS its affiliates, officers, directors, employees, agents and successors (each a "Sungard AS Indemnitee"). It assigns Customer Indemnitee as harmless from and against any and all losses, liabilities, damages and costs and all related costs and expenses (including reasonable solicitors fees) arising out of or relating to:

- (a) Any claim alleging that any Customer User Materials infringe upon the intellectual property rights of any third party.
- (b) The failure by Customer to comply in any material respect with applicable law.
- (c) Any claim relating to or arising out of any content or software displayed, distributed or otherwise disseminated by Customer (including any third-party content of End Users) in any way connected to or through the Service.
- (d) Any malicious act or act in violation of any laws that is committed by Customer, including (without limitation) any malicious or unlawful act affecting any computer, network equipment or Internet service.
- (e) Any claim arising out of the malfunction of any equipment, software or Sungard AS service, whether or not specifically specified in this Order as part of the Sungard AS services, under the direct control of Sungard AS, such as Sungard AS web servers, streaming servers, FTP servers, routers, switches, network equipment and similar items required to provide the Services ("Sungard AS Equipment") or materials caused by Customer User Material or Customer personnel. Sungard AS will notify Customer promptly in writing of the claim, provide reasonable assistance in connection with the defence and/or settlement thereof. Customer acknowledges and agrees:
 - i. That Sungard AS is only an intermediary for the transmission of Content.
 - ii. That Sungard AS plays a passive role as a conduit of Content for Customer and third parties.
 - iii. That Sungard AS is unable to exercise any editorial or other control over any Content.
 - iv. That Sungard AS neither initiates the transmission of Content, selects the receivers of Content, nor monitors, selects or modifies Content.

Sungard AS will indemnify, defend and hold Customer, its officers, directors, employees, agents and successors. (each a "Customer Indemnitee") It assigns Customer Indemnitee as harmless from and against any and all losses arising out of or relating to (1) any claim alleging that any equipment, software or materials supplied to Customer by Sungard AS ("Sungard AS Materials) infringe upon the intellectual property rights of such third party, except for any claim based on:

- (a) The combination, operation or use of any Sungard AS Materials with equipment, devices or software not supplied by Sungard AS;
- (b) Alteration or modification of any Sungard AS Materials other than by Sungard AS;

or (2) the failure by Sungard AS to comply in any material respect with applicable law. Customer will notify Sungard AS promptly in writing of the claim, provide reasonable assistance in connection with the defence and/or settlement thereof (at Sungard AS' expense) and permit Sungard AS to control the defence and/or settlement thereof.

In the event the Services, or any material portion thereof, are determined to infringe upon the proprietary rights of a third party, at its sole election and at its own expense, Sungard AS will:

- (a) Obtain the right for Customer and End Users to use the infringing Services (or portion thereof) as contemplated by this Order.
- (b) Modify the Services (or portion thereof) so they are no longer infringing, but still substantially satisfy the requirements contained in this Order.
- (c) Substitute functionally similar Services (or portion thereof) that are not infringing.
- (d) If none of the foregoing alternatives is available to Sungard AS at commercially reasonable terms, terminate this Order and return to Customer all funds paid to Sungard AS pursuant to this Order for which actual Services have not been provided as of the termination date, disregarding the applicability of all minimum payment obligations of Customer hereunder.

2.7.2. Service-Level Agreements

Sungard AS provides an uptime guarantee of 99.99% to its Customers, covering the following items:

- (a) Uptime of the Sungard AS network (i.e., the ability of Customer's IP traffic to transfer to and from the Internet across Sungard AS' network infrastructure).
- (b) Customer Content uptime and availability.

Subject to the terms, conditions and exceptions of this SLA, Sungard AS will issue a credit to Customer if it fails to meet the above guarantee in an amount equal to 1-day worth of the Annual Subscription Charge paid by Customer, multiplied by each 24-hour period in which Customer experiences a Sungard AS Service Outage during a particular month.

Sungard AS will periodically (every 15 minutes or more often) measure Content availability by requesting representative Content from Cache Servers at selected Sungard AS POPs using software and hardware components capable of measuring traffic and responses at the selected POPs. Sungard AS reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer.

Sungard AS stream quality is measured using the Keynote third-party monitoring service called Keynote Systems Streaming Perspective. Keynote Systems Streaming Perspective assigns a grade to streams that originate from the Sungard AS Service. Sungard AS makes best efforts to maintain a consistent stream quality grade of A+, and Sungard AS will issue service-level credits to Customer should the stream quality grade fall below an A grade, as measured on a monthly basis. Subject to the terms, conditions and exceptions of this SLA, should the Keynote-measured Customer stream delivered by the Sungard AS Service fall below a grade of A (meaning a B+ or below) for the period of 1 calendar month, Sungard AS will issue a 2-day service credit for the month in question.

Note: The Guarantee of Stream Quality applies only to the Windows Media streaming and Adobe Flash streaming products, and not to other streaming software or content that is delivered via HTTP or not streamed using Windows Media or Flash Media Server.

Customer shall not receive any credits under this SLA in connection with the Sungard AS Service Outage caused by or associated with:

- (a) Force Majeure event as set out in the Agreement.
- (b) DNS issues outside the direct control of Sungard AS.
- (c) Scheduled maintenance and emergency maintenance and upgrades.

- (d) Failure or unavailability of hardware that is provided or controlled by customer, including, but not limited to, the Customer Origin server(s).
- (e) Failure or unavailability of software applications or code that are provided to Sungard AS by Customer, or the interactions of these items.
- (f) Customer acts or omissions (or act or omissions of others engaged or authorized by Customer), including, without limitation, any negligence, wilful misconduct or use of the Sungard AS Services in breach of Sungard AS' AUP.
- (g) False SLA breaches reported as a result of outages or errors of any Sungard AS measurement system.
- (h) Stream buffering occurring due to or associated with conditions outside of Sungard AS' network or immediate control.
- (i) Failure of a service that is not covered or guaranteed by the Sungard AS SLA, including, but not limited to, the Sungard AS control center and the Sungard AS reporting system.
- (j) SLA credits will only be issued to Customers that have paid in full for services covering the time period within which the credit has been requested.

To receive a credit under this SLA, Customer must make a request by submitting the request in writing to Sungard AS. All requests must include Customer contact name, email address, phone number, company name, the date(s) of the Service Outage and a description of the reason for the credit request. Each request in connection with a breach of this SLA in a particular calendar month must be received by Sungard AS within 30 days after the Service Outage in question has occurred, and the Service Outage must be able to be confirmed by Sungard AS' measurement tools. Credit requests that are related to an SLA breach of Sungard AS' Guarantee of Stream Quality must be submitted within 7 days after the end of the calendar month when the stream quality is in question. Each valid credit will be applied to an invoice of Customer within two billing cycles after Sungard AS' initial receipt of Customer's request. Credits are exclusive of any taxes charged to Customer or collected by Sungard AS.

Notwithstanding anything in this SLA to the contrary, the total amount credited to Customer in connection with any calendar month will not exceed a pro-rata of the Annual Subscription Charges paid by Customer for such month. All credits are calculated on the basis of a 30-day month. To be eligible for a credit, Customer must follow Sungard AS' published instructions for use of the Service. Improper use of Sungard AS' Service will result in ineligibility for a Service credit. Service credits shall not be available for Customers in breach of the Agreement, including, but not limited to, breach for non-payment. Notwithstanding any provision otherwise in this SLA or General Terms and Conditions, this SLA sets for Customer's sole and exclusive remedy for Service Outage or other service-related issue for a Service provided to Customer by Sungard AS.

2.8. Local Load Balancing Services

2.8.1. General

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

These Services include:

- (a) Device monitoring for the specified load balancer devices.
- (b) At Customer's request, load balancer policy configuration.
- (c) Resolution of load balancer problems by the application of available fixes and patches supplied and supported by the relevant vendors.

2.9. Internet Access Services

Sungard AS' Internet Access Services provide a connection from the Sungard AS site specified in the Order to the Internet across the specified Standard Bandwidth. The bandwidth is fixed and not burstable.

None of the Internet, PSTN, xDSL, ISDN and managed network services from third-party providers is owned, operated or managed by, or in any way affiliated with, Sungard AS or any of Sungard AS' affiliates. The Internet is an international computer network of interoperable packet-switched data networks. Sungard AS cannot guarantee that the Services will provide Internet access or access to the PSTN, ISDN and managed network services from third-party providers that is sufficient to meet Customer's needs. Customer agrees that it uses the Internet, the PSTN, ISDN and/or managed network services from third-party providers solely at its own risk and subject to all applicable national and international laws and regulations and warrants that it will comply with all such laws and regulations in its use of the Services.

Any Internet addresses provided by Sungard AS will be from a Sungard AS IP network block and are non-portable. These addresses will be for the use of Customer only and shall not be used by or assigned to any third party without Sungard AS' prior written consent (given in Sungard AS' absolute discretion). Internet addresses allocated by Sungard AS must be promptly returned to Sungard AS if Customer discontinues the applicable Services for any reason, or upon expiration or termination of the Contract.

Basic Distributed Denial of Service (DDoS) mitigation includes reasonable efforts to detect and mitigate attacks on layers 1 to 4 of the Open Systems Interconnection (OSI) stack of a Customer's Service.

2.10. RIPE IPV4 (IP Addresses)

Sungard AS procures its Ipv4 IP address allocation from Réseaux IP Européens (RIPE). The address allocation is given based on Sungard AS agreeing to conform with the RIPE policies and guidelines for assignments. The number of Ipv4 address allocations given by RIPE to Sungard AS is based on the perceived customer usage rates. In the event that Customer does not employ these usage rates, Sungard AS reserves the right to withdraw the unused IP addresses for it to conform with RIPE.

2.11. Cross-Connect Services

Sungard AS' Cross-Connect Services facilitate connections from the CDP in a Sungard AS site to specified Customer equipment in the Sungard AS site specified in the Order. These Services are provided automatically and at no additional charge if Customer has any of the Network Services or Internet Access Services, but Cross-Connect Services are separately chargeable if used in connection with Circuit Provisioning Services or Enterprise Cloud Services.

2.12. LAN and WAN Services

2.12.1. General

Sungard AS will provide LAN and WAN Services for the LAN devices within the Equipment that are specified in Order as covered by such Services. These Services include:

- (a) Equipment management for the specified LAN devices.
- (b) Device monitoring for the specified LAN devices.
- (c) At Customer's request, change of LAN device configurations and application of security-related fixes and patches available from relevant third-party vendors.

2.13. Customer-Premises WAN Services

These include:

- (a) Providing network termination equipment to be installed by Sungard AS at Customer facility.
- (b) Providing 7x24 device monitoring for that network termination equipment, configuring it and applying vendor-provided software releases to it. If Sungard AS has IP access to the equipment providing the link, it can monitor the link.
- (c) Performing a physical inventory of the network termination equipment.
- (d) Coordinating any necessary vendor maintenance for the network termination equipment.

Customer shall allow Sungard AS, and/or procure that Sungard AS be allowed to install the network termination equipment at the Customer (or third party) facilities specified in the Order. Customer undertakes to Sungard AS that, from the time any network termination equipment is delivered to the Customer (or third party) facility until its return to Sungard AS, Customer will:

- (a) Ensure that any instructions and/or manuals supplied by Sungard AS for its operation and/or use will be observed.
- (b) Not allow any person to use the network termination equipment or have access to it (whether physically or via any software), unless that person is appropriately trained and skilled or authorized by Sungard AS to use or have access to it.
- (c) Keep the network termination equipment at all times and return it or procure that it is kept at all times and returned in good condition and working order and not, without the prior written consent of Sungard AS, make or allow to be made any alteration or addition to it.
- (d) Not remove the network termination equipment, or allow it to be removed, from the site to which it was delivered, or sell, assign, charge, mortgage, pledge or sublet it or lend it out, or do or allow to be done anything which might prejudice Sungard AS' interest in it.
- (e) Permit, or secure permission for, Sungard AS and/or its representatives to have full and free access to the network termination equipment and provide such person(s) with reasonable facilities to inspect and/or repair it and give Sungard AS such information relating to it as Sungard AS may reasonably require.
- (f) Observe and comply with all statutes and other obligations of any kind whatsoever in relation to it and its use.

3. INCIDENT RESOLUTION SERVICES

Incident Resolution Services shall be provided for those devices or Services specified in the Order as covered by Managed Services (whether Equipment Management, Operating System Management or Database Management Services), LAN Device Management Services, Microsegmentation Services or Managed Firewall Services.

Where Sungard AS detects a problem with an eligible device, Sungard AS will notify Customer's nominated personnel (as previously notified to Sungard AS in writing by Customer for this purpose) of the problem.

Depending upon the categorization of the problem associated with the eligible device, then within the corresponding timescale to respond from Sungard AS' detection or having been notified by Customer of the problem, Sungard AS will engage its then-available technical support personnel to assist (in conjunction with Customer's personnel) in problem diagnosis. Customer shall also, as soon as reasonably possible, make available its personnel to assist in problem diagnosis.

Sungard AS does not give any guarantee or warranty, nor is it a condition of the Contract that Sungard AS can fix any detected or notified problem with any eligible device within any timescale, as resolution will depend upon the nature and circumstances of the problem, Customer's timely assistance and response times from Equipment and Software vendors. However, where it is can do so, Sungard AS will use its reasonable endeavors to fix the problem as soon as possible and will otherwise liaise with the Equipment and Software vendors, Customer, and Customer's suppliers to enable them to do so. Furthermore, until resolution of the problem, Sungard AS will escalate the problem internally in accordance with the escalation time flow procedures. In its attempts to remedy any problem, Customer shall be liable to pay Sungard AS' charges in relation to provision of any additional Sungard AS Equipment or Software, and any charges or costs levied by maintenance, Software or Equipment vendors that are called upon by Sungard AS to remedy the problem.

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.