

## **Network Services (North America) Service Terms**

### **1. MANAGED INTERNET ACCESS SERVICES & BASIC MANAGED INTERNET SERVICES**

#### **1.1. General**

If indicated in the Order, Customer may burst above the Committed Bandwidth Tier up to the burstable limit that is identified in the Order, subject to available bandwidth on Sungard Availability Services' (Sungard AS') network. An Incremental burstable usage fee will be invoiced in arrears for each Mbps exceeding the Committed Bandwidth Tier. Customer's burstable usage is determined on a monthly basis by traffic samples that are taken every 5 minutes, and then ranking the traffic samples from highest to lowest and calculating the fee based on the usage that falls at the 95<sup>th</sup>-highest percentile.

Sungard AS assigns IP addresses in accordance with the requirements of American Registry for Internet Numbers (ARIN) and Réseaux IP Européens (RIPE), and, in the case of IPv4 IP addresses, in accordance with Sungard AS' IPv4 IP Address Space Request Policy. IPv4 address blocks larger than eight (8) are not guaranteed and only are available based on Sungard AS receipt of adequate Customer-provided justification. If Customer has significant IP requirements (e.g., in excess of 256 public IP addresses), Sungard AS may require that Customer contact ARIN directly to register the IP addresses.

Network addresses assigned by Sungard AS are non-portable. Network space allocated to Customer by Sungard AS must be returned to Sungard AS in the event the Managed Internet Access or Basic Managed Internet Services are terminated or cancelled.

### **2. MANAGED INTERNET ACCESS SERVICES**

#### **2.1. Features**

Sungard AS will provide the amount of bandwidth identified in the Order and, for Sungard-AS-provided IP addresses, will provide the following in accordance with the completed customer design requirements (CDR) form:

- (a) Dual Ethernet port connection to the Internet.
- (b) Eight IP addresses assigned to the customer; three of the eight are useable by customer equipment, unless otherwise identified in the Order.
- (c) Sungard-AS-provided IP address in accordance with the Sungard AS IPv4 Address Space Request Policy.
- (d) Registered Autonomous System Number (ASN) (only applicable for Customers that require Border Gateway Protocol (BGP) peering).
- (e) Monthly report of bandwidth usage.
- (f) Up to five Domain Name System (DNS) changes, with up to 10 records per change per month, for Customer-registered domain names.
- (g) Domain name administration services for as many as 10 primary and/or secondary Customer domain(s).
- (h) Basic Distributed Denial of Service (DDoS) mitigation using reasonable efforts to detect and mitigate the impact of attacks affecting links from Sungard AS to its upstream Internet providers. This mitigation is intended to reduce the chance of an isolated DDoS attack from impacting other Managed Internet customers that are not directly part of the attack.

#### **2.2. Managed Internet Access Service-Level Agreements (SLAs)**

**Agreement:** The Sungard AS connection to the carrier network interface will be available 99.99%. 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 Internet Access SLA, Customer is entitled to a credit as set forth below for each month in which the failure occurred:

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

### 3. BASIC MANAGED INTERNET SERVICE

#### 3.1. Features

Sungard AS will provide the amount of bandwidth identified in the Order and, for Sungard-AS-provided IP addresses, will provide the following in accordance with the completed CDR form:

- (a) Single Ethernet port connection to the Internet with 100/1000 port speeds.
- (b) Four IP addresses assigned to the customer; one of the four is useable by customer equipment, unless otherwise identified in the Order.
- (c) Sungard-AS-provided IP address in accordance with the Sungard AS IPv4 Address Space Request Policy.
- (d) Registered ASN (only applicable for Customers that require BGP peering).
- (e) Basic Distributed Denial of Service (DDoS) mitigation using reasonable efforts to detect and mitigate the impact of attacks affecting links from Sungard AS to its upstream Internet providers. This mitigation is intended to reduce the chance of an isolated DDoS attack from impacting other Managed Internet customers that are not directly part of the attack.

#### 3.2. Service Conditions

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. Sungard AS is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines.

#### 3.3. Basic Managed Internet Service SLAs

**Agreement:** The Sungard AS connection to the carrier network interface will be available 99.99%. 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 Internet Access SLA, Customer is entitled to a credit as set forth below for each month in which the failure occurred:

| <b>Internet Availability Percentage</b> | <b>Service Credit (% of the Network Services Monthly Fee)</b> |
|---|---|
| >=99.5% and <99.99%                     | 5%  |
| >=99.0% and <99.5%                      | 10%   |

| <b>Internet Availability Percentage</b> | <b>Service Credit (% of the Network Services Monthly Fee)</b> |
|---|---|
| <99.0%                                  | 20%   |

#### **4. CROSS CONNECT SERVICES**

##### **4.1. Features**

Sungard AS will provide the following for the number of cross connects identified in the Order, in accordance with the completed CDR form:

- (a) Provision and install cross-connects between telecommunications circuit(s) and Customer's environment in the Designated Sungard AS Facility.
- (b) Assistance with telecom circuit acceptance testing.

If the telecom circuit(s) to a Designated Sungard AS Facility enters the facility through a "meet me" room operated by a third party, Sungard AS' responsibility for the cross connect from the "meet me" room to the Customer's environment begins at the Sungard AS terminating panel in the "meet me" room.

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

###### **4.2.1. Network Services**

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.

###### **4.2.2. General Service Conditions**

- (a) Sungard AS will provide technical support, problem resolution and change management in accordance its Support and Change Management Policy in the Customer Portal.
- (b) Except to the extent caused by Sungard AS' negligence, in the event that unauthorized parties gain access to Sungard AS facilities through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred and the cost of replacing such devices.
- (c) The Order does not create any interest in real estate and strictly is an agreement for the provision of services, which are personal in nature to the parties. Customer will not permit any Customer-related third-party liens to be placed against all (or any) portion of the Services or any Sungard-AS-provided equipment or software.
- (d) Sungard AS shall perform such janitorial services, environmental systems maintenance, power maintenance and other services as reasonably are required to maintain the Sungard AS facilities which are used to provide Services.
- (e) Prior to Customer's occupancy, and during the Term of the Order, Customer will procure and maintain the following minimum insurance coverage:
  - i. Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction; Employer's Liability with limits of \$500,000 each accident.
  - ii. Commercial General Liability with combined single limits of \$2,000,000 each occurrence.
  - iii. "All Risk" Property insurance covering Customer-provided equipment. Customer shall provide to Sungard AS a certificate of insurance demonstrating that it has obtained the required insurance coverage prior to Customer's use of the Services. Customer shall notify Sungard AS promptly of any cancellation. Customer shall require any contractor accessing a Sungard AS facility on its behalf to procure and maintain the same types and amounts of insurance as set forth above.

- (f) Customer will not interfere with any other Sungard AS customer's use of Sungard AS' facilities or services.
- (g) Customer represents and warrants that it has the full legal right to use any Customer-provided equipment and software.
- (h) Within 10 business days of the termination or expiration of the Order, Customer will return, at Customer's expense, all Sungard-AS-provided equipment and software (whether located at a Customer or Sungard AS facility), return Customer occupied areas within a Sungard AS facility in the same condition as received (reasonable wear and tear excepted), and remove all Customer-provided equipment and software. If Customer fails to remove its equipment and software as required or if Customer fails to pay Sungard AS any amounts due, and such failure continues for more than 30 days after receipt of Sungard AS' written notice of nonpayment, Sungard AS may disconnect and remove any or all of the equipment (including any data or software resident on such equipment) and store any Customer-provided equipment in a reasonable location for up to 6 months at Customer's expense. Upon conclusion of the 6-month period, Sungard AS may dispose of such equipment and any Customer data or applications without liability to Customer. Sungard AS may redeploy any Sungard-AS-provided equipment in any manner in its sole discretion and shall delete all Customer software and data residing on such equipment before redeployment.

### 4.3. Managed Hardware Service-Level Agreements

#### 4.3.1. Availability

**Agreement:** Network hardware components provided by Sungard AS as part of Managed Firewall Services, Managed Intrusion Prevention (Network) Services, Unified Threat Management Standard and High Availability Services, LAN Equipment Services, WAN Equipment 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.

**Remedy:** If Sungard AS fails to meet the Network Hardware SLA, Customer is entitled to a credit equal to 10% of the Cross-Connects Services Monthly Fee for each month in which the failure occurred.

## 5. AS CONNECT SERVICE

### 5.1. Features

Sungard AS will provide access to the Sungard AS Network, including single hand-off from the Sungard 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 ("AS Connect 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.

## 6. AS CONNECT PLUS SERVICE

### 6.1. Features

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 ("AS 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.

## 6.2. Service-Level Agreements

### 6.2.1. Availability

**Agreement:** The AS 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 AS 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%  |

### 6.2.2. 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 AS 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.

## 6.3. Services - Notification

**Agreement:** 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 Order's Monthly Fee 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>.