

Network Services (United Kingdom) 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.

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

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

2. NETWORK SERVICES

2.1. General

The specified 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 fees 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 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 at the Delivery Location and that at the other end of the link. Sungard AS cannot be responsible for the availability, timing or quality of transmission or signalling 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 Contract) 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 with no profit element) for any such increase and shall not be liable for any consequent delay in the provision of the Services.

Customer, upon receipt of notification from Sungard AS that the Sungard AS Provided Access for Hyperscale Connect is available, shall be responsible to connect its third-party cloud service environment to the logical connection provided to Customer by Sungard AS.

Unless Customer has contracted for Circuit Provisioning Services, Customer will provide the Customer-provided telecom circuits identified in the Order. Any Customer-provided telecom 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. Sungard AS has no obligation (other than notifying Customer of Sungard AS' standards) in relation to any Customer-provided telecom circuits.

2.2. 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 telecom link(s), with the specified Standard Bandwidth, between the specified sites.
- (b) Access to Sungard AS' telecom connections between Sungard AS facilities.
- (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.

2.3. Circuit Provisioning Services

Sungard AS' Circuit Provisioning Services are technical support services intended to assist Customer with its procurement of third-party telecom circuits, as specified in the Order, that are requested by Customer and not already available at the Delivery Location.

2.4. Managed Customer-Premises Equipment (CPE) Services

Managed Customer-Premises Equipment Services include:

- (a) Providing network termination equipment to be installed by Sungard AS at a 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 therefore is able to monitor the link.
- (c) Performing a physical inventory of CPE.
- (d) Coordinating any necessary vendor maintenance for CPE.

2.5. Cross-Connect Services

Sungard AS' Cross-Connect Services facilitate connections from the CDP at the Delivery Location to specified Customer equipment at the Delivery Location. These Services are provided automatically and at no further charge if Customer has any other Network Services or Internet Access Services, but Cross-Connect Services are separately chargeable if used in connection with Circuit Provisioning Services or Private Cloud Service.

2.6. Basic Internet Access Services

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

DDoS Mitigation Service is not included by default within Basic Internet Access Services and Managed Internet Access Services. If Customer wants to add DDoS Mitigation Service to the Basic Internet Access Services or Managed Internet Access Services, then Customer must purchase DDoS Mitigation Service separately as part of the Order.

2.7. Managed Internet Access Services

Sungard AS' Managed Internet Access Services include:

- (a) A connection from the Delivery Location to the Internet, across the specified Standard Bandwidth, which may be fixed or burstable.
- (b) Monitoring of Internet availability.
- (c) Usage tracking and reporting of the Standard Bandwidth.
- (d) If Internet IP Addresses are specified in the Order, providing the specified number of such addresses.
- (e) If DNS Administration Services are specified in the Order, providing configuration of DNS zones and records in accordance with the configuration instructions supplied by Customer for the domains specified in the Order that are associated with the Managed Internet Access Services.
- (f) DDoS Mitigation Service is a best effort service that provides screening of traffic to help eliminate malicious traffic through use of signature analysis and dynamic profiling.

The Standard Bandwidth provided for Managed Internet Access Services may be capped or burstable, as specified in the Order. If capped, it is not capable of increase and Sungard AS shall have no obligation to provide an Internet connection exceeding the Standard Bandwidth unless Customer contracts for additional capacity by way of written amendment to the applicable Order. Where the Standard Bandwidth is burstable, Customer may exceed the specified Standard Bandwidth to a maximum of the burstable amount specified in the Order, provided Customer pays the burstable fees specified in the Order. Customer will not be able to exceed the Standard Bandwidth by more than the burstable amount in the Order. Sungard AS shall have no obligation to provide additional bandwidth exceeding that burstable amount without Customer contracting for additional bandwidth.

To calculate the level at which burstable fees are payable, Sungard AS records throughput over the Internet connection provided to Customer periodically every day over the course of a month. The records for the last 30 days of a month (or, in the case of February, the 28 (or 29) days of that month and the last 2 (or 1) days from the end of January) are sorted by Sungard AS into ascending order, and the top 5% is ignored to account for temporary traffic bursts. The highest of the remaining readings is taken as the 95th-percentile value. Burstable charges are calculated by reference to the bandwidth used at the 95th-percentile value. As long as the 95th-percentile value bandwidth is less than or equal to the specified Standard Bandwidth, no additional fees are incurred. If that value exceeds the specified Standard Bandwidth, then the burstable fees specified in the Order are payable by Customer.

2.8. Monitored Links and Managed Services

Sungard AS' Monitored Links and Managed Services shall monitor links or provide managed services for such links for Customer. However, 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 facilities, it controls the link end to end and, if Sungard AS has IP access to the equipment providing the link, it can monitor the link.

If Sungard AS provides a point-to-point link from a Sungard AS facility to a Customer or third-party site and it also provides the network termination equipment (and has IP access to the link) at the 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 cannot monitor the link.

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

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

For Managed Services, Sungard AS can take responsibility for the monitoring, performance and maintenance of the Network 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 Carrier Demarcation Point at the 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.

2.9. Installation of Links and Cabling at Sungard AS Facilities

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

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

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.

2.10. Managed Customer-Premises Equipment (CPE) Services

Customer shall allow Sungard AS, and/or procure that Sungard AS be allowed to install the network termination equipment at 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 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 the network termination equipment and its use.

2.11. Internet, PSTN, XDSL, ISDN and Managed Network Services from Third-Party Providers

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 returned promptly to Sungard AS if Customer discontinues the applicable Services for any reason, or upon expiration or termination of the Order.

2.12. 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.

2.13. DDoS Mitigation Service

The DDoS Mitigation Service shall only be provided in the event Customer has requested it and this shall be reflected in the applicable Order.

A condition to Sungard AS (or its contractor) in performing the DDoS Mitigation Service is that the Service is either provided with Sungard AS' Managed Internet Access or Customer retains its own provider-independent addressing.

The Service monitors for potential denial-of-service attacks by alerting, diagnosing and filtering Internet traffic for the purpose of cleaning and eliminating malicious traffic immediately prior to Sungard AS' Internet-facing routers through a process of signature analysis and dynamic profiling for up to 200 Gbps of traffic. After the 200 Gbps of traffic threshold has been reached, Sungard AS may be unable to mitigate against additional threats and bears no liability in this event.

Onboarding: Sungard AS requires Customer to provide its shared IP address allocations by server type for onboarding to DDoS Mitigation Service, this addressing must be advertised to the public internet via BGP as one or many individual /24 advertised networks only. In addition, Customer is required to notify Sungard AS of any changes, additions or deletions to its IP address allocations.

Sungard AS monitors Customer's average incoming Internet traffic levels during the previous 12-month period. If the incoming Internet traffic levels increase by 125% or more, Sungard AS shall be entitled to increase the fees at the then-prevailing rate as amended periodically.

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.

Fair Use: In the event that Customer is deemed to be at a very high risk of high-volume attacks, the Parties shall review the contracted arrangement and, if they are unable to agree, Sungard AS may suspend the Service.

2.13.1. DDoS Monitoring and Mitigation Service SLA

Target: The Target is 99.95% for the mitigation to be started within 15 minutes of a High-Level Alert.

Remedy: Where Sungard AS fails to meet the Target set out above, the following Service Credits will apply:

Frequency	Service Credit
Incident 1	15% of the Monthly Fee for the DDoS Service
Incident 2	30% of the Monthly Fee for the DDoS Service
Incident 3	45% of the Monthly Fee for the DDoS Service
Incident 4	60% of the Monthly Fee for the DDoS Service

Some attacks are too large for the 200 Gbps mitigation service and will not, therefore, be deemed a breach of the SLA as they are outside of the service offering.

2.14. Third-Party Telecommunications Circuits

2.14.1. Availability

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. Where 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:

- (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.
- (c) Any other downtime.

The resulting fraction (multiplied by 100) is the percentage of actual Availability. The Service 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 Monthly Fee then payable by Customer specifically for the failed link or, if no such Monthly Fee is specified, the applicable percentage of the then-current Monthly Fee 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.

3. SERVICE-LEVEL AGREEMENT

3.1. General

The above sections pertaining to 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 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.

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>.