



**Schedule  
to the Master Services Agreement  
ADDITIONAL SERVICE TERMS AND CONDITIONS  
Disaster Recovery as a Services (DRaaS)**

**THESE ADDITIONAL SERVICE TERMS AND CONDITIONS** (a/k/a **Product Terms**) apply to the Customer's use of the Services and forms a part of the Agreement (as this term is defined in Aptum's Terms of Business). Unless otherwise expressly defined in these Product Terms, capitalized terms referenced herein shall have the mean ascribed to them elsewhere in the Agreement. Unless otherwise expressly stated, in the event of conflict between any term in these Product Terms and any term elsewhere in the Agreement, the term in these Product Terms shall take precedence, govern and control the subject matter.

## **1. DEFINITIONS**

1.1. In the Agreement, including these Product Terms, the following terms shall have the meaning ascribed to them as set forth in this Section:

**"Aptum Cloud"** forms part of the Services and means the computer hardware and software (including, without limitation, network connections, software applications, software interfaces, operating system and databases), storage capacity and all other resources (including, without limitation, telecommunications equipment) used by Aptum for the provisions thereof and which are made available to the Customer and its other Users.

**"Customer Content"** means any files, documents, data, information and other materials of the Customer or its Users that is designated and uploaded by Customer or its Users from the Protected Servers and stored on the Aptum Cloud.

**"DR Testing"** provides the means to validate the Customer disaster recovery plan and the Services. Testing includes the steps and operations designed to ensure that the Customer's disaster recovery processes and systems to provide the necessary environment for running the Customer's business and if needed, restoring the Customer's environment.

**"Protected Server(s)"** means those Customer servers designated by the Customer to be backed up and Replicated to the Aptum Cloud.

**"Replicate," "Replicated" or "Replication"** means the copying of designated Customer Content from the Customer's premises to the Aptum Cloud.

**"Services"** as used in these Product Terms and as may be further described in the Applicable Order means the provisions of business continuity and disaster recovery services provided on of the Aptum Cloud to Customer over the Internet or other network connection that (i) provides off-site automated Customer Content Replication and Retention, and/or (ii) hosting of the Customer's virtual machines.

**"Service Guide"** means the document that describes a specific Services in greater detail. The Service Guide forms part of the Order that specifically lists the Services described in such Service Guide.

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“**Updates**” means any corrections, bug fixes, new features or functions added or removed from the Services but shall not include any new Services versions that Aptum markets and sells separately.

**2. SERVICES**

2.1 **License.** As of the earlier of the Service Commencement Date set forth in the Order or as of when the Services are made available to the Customer, Aptum hereby grants to the Customer a limited, personal, nonexclusive, non-transferable, non-sublicensable right to access and use the Services for its own internal business purposes during the Term.

2.2 **Customer Content.**

(a) Customer is solely responsible for the collection, accuracy, currency, quality, legality, completeness and use of Customer Content that is processed using the Services or is stored on the Services, or disclosed to or used by Customer or Users in connection with their use of the Services.

(b) Each party shall apply reasonable technical, organizational and administrative security measures to keep Customer Content protected in accordance with industry standards, and Customer shall retain a current copy of Customer Content outside the Services.

(c) Customer retains all rights to any and all of its Customer Content and Aptum shall not own or license any data, content, information or material forming part of the Customer Content. Aptum shall not monitor Customer’s or its Users’ use of the Services, and Aptum shall not view, access or process any Customer Content, except (i) for the sole purpose of providing the Services, (ii) as directed or instructed by Customer and/or (iii) for compliance with applicable law or a court order.

2.3 **Suspension of Services.** Aptum may temporarily suspend the Services if it determines that continued provision would compromise the security of the Services, including the Customer Content due to threats such as hacking attempts, denial of service attacks, mail bombs or other malicious activities. The suspension of the Services in this regard will be limited to the extent reasonable necessary to protect to the Services; and where possible, Aptum shall provide the Customer with as much prior written notice as possible under the circumstances of such suspension.

**3. CUSTOMER RESPONSIBILITY**

3.1 **Backup and Replication.** Customer shall perform regular backups of Customer Content to the Aptum Cloud. The Aptum Cloud will Replicate Customer Content in accordance with the Customer’s configuration of Services. The Customer shall regularly verify that the Customer Content is being Replicated without errors and in accordance with the Customer’s configuration of the Services.

3.2 **Failed Replication.** Aptum shall not be responsible for any adverse impact to the Services arising from any improper or degraded operation of the Customer’s computing infrastructure and/or any third-party network connectivity services used by the Customer in connection to the Services. Customer shall ensure that it uses high-quality network connectivity to the Services and implement reasonable security and encryption policies and procedures within its own networking

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environment to protect from unauthorized access and to preserve the integrity of the Customer Content.

- 3.3 **Hardware and Operating Systems.** The Customer acknowledges that the Replication is dependent on the proper operations of the Customer's IT system, including certain third-party services engaged by the Customer that are necessary for the Services; such IT systems comprise of Protected Servers, network connections used to connect to Aptum Cloud, operating system(s) and software applications among other things that are commensurate to the scope and volume of the Customer Content which are subject to the Replication (collectively "**Customer IT System**"). The Customer shall be responsible for the configuration and maintenance of the Customer IT System.
- 3.4 **Service Account.** Customer is responsible for (a) configuring Customer's Service account, including configuring Users' permissions settings and designating Protected Servers; (b) the operation, performance and security of Customer's equipment, networks and other computing resources, infrastructure and services used to connect to the Services; (c) ensuring all Users exit or log off from the Services at the end of each session; (d) maintaining the confidentiality and security of Customer's accounts, user ID's, passwords, encryption keys and personal identification numbers used in conjunction with the Services; and (e) all uses of the Services by Customer and its Users. Customer will notify Aptum in writing immediately of any unauthorized use of its account or any other breach of security in relations to the Services it becomes aware of.
- 3.5 **Deletion of Replicated Customer Content.** The Customer shall remove all Customer Content from the Aptum Cloud prior to the effective date that the Services are terminated. To the extent that Customer Content remains on the Aptum Cloud after the termination of the Services, Aptum may, without notice, delete such Customer Content or deny Customer access thereto. Customer agrees that Aptum may retain (but shall have no obligation to retain) Customer Content left by the Customer on the Aptum Cloud for a period of time of up to one (1) year.
- 3.6 **DR Testing.** The Customer shall schedule and conduct regular DR Testing in a manner that is commensurate to the critical nature of recovering its computing environment, including the Customer Content. At the Customer's request, Aptum shall reasonably assist the Customer in planning and/or conducting such DR Testing. The Customer acknowledges that such assistance of Aptum may be determined to be outside the scope of the Services and therefore subject to additional Fees and terms as agreed to by the Parties in writing.

#### **4. PROPRIETARY RIGHTS**

- 4.1 Except as expressly set forth herein, the Customer has no right, title or interest in or to the Aptum Cloud, the Services or any components provided to the Customer by Aptum in connection with the Services or any intellectual property rights related thereto. Customer acknowledges that Aptum or its licensors retain all proprietary right, title and interest in and to, or practiced in connection with, the Aptum Cloud, the Services and any components, including, without limitation, all Updates and all modifications, enhancements, derivative works, configurations, translations, upgrades and interfaces thereto, and all intellectual property rights therein and thereto, all of which will at all times be deemed the sole and exclusive property of Aptum and/or its licensors. All rights not expressly granted herein are reserved.



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**SERVICE LEVEL AGREEMENT: DRaaS**

**THIS SERVICE LEVEL AGREEMENT (“SLA”)** forms part of the Agreement (as this term is defined in the Terms of Business) between the Customer and Aptum. Unless otherwise expressly defined herein, capitalized terms referenced in this SLA shall have the meaning ascribed to them elsewhere in the Agreement. In the event that SLA terms are also set out in the applicable Service Guide, the SLA terms of such Service Guide shall replace these SLA terms in their entirety.

This SLA sets forth the service level warranty terms applicable to the Services set forth in the applicable Order: Disaster Recovery as a Service (DRaaS).

**1. Service Credits**

Service Credits shall be initiated for breaches (“**Failure**”) in service levels specified herein (“**Service Levels**”). Service Credits shall be applied to the Fees payable by the Customer in respect of the affected Services for the following monthly billing period after the month in which the Services Credits accrued.

**2. Service Level Warranty (DRaaS)**

Aptum shall ensure the availability of the recovery site infrastructure at time of test (ATOT) and at time of declaration (ATOD) in accordance with the table listed below. Recovery Time Objective (RTO) will be validated following the first recovery exercise.

Number of Virtual Machines (VMs)	<125	<250	<500
<b>RTO</b>	Less than 4 hours	Less than 8 hours	Less than 12 hours

Failure by Aptum to meet the Service Levels in this Section shall entitle the Customer to claim Service Credits equal to five (5%) percent of the net MRC for each hour (or fraction thereof) those Service Levels are not met, up to a maximum cumulative amount of Service Credits of thirty (30%) percent of the net MRC (a/k/a monthly recurring Fees) for the affected monthly period.

Service Credits are not available for Services impacted by any third-party infrastructure, such as Azure or AWS. Services Credits are only available after the disaster recovery (DR) tests have concluded. Recovery times set forth above shall not commence until the Customer has reported a DR event and such event has been validated by Aptum.

**ATOD/ATOT Service Level Warranty**

Service	Service Level Warranty	Service Credit
<b>DRaaS</b>	99.99% availability in a monthly billing period	Five percent (5%) of the Net MRC for each hour (or fraction thereof) Service Level not met

[continues below]



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**3. Service Credit Requirements**

In order to be eligible to Service Credits, Customer shall:

- (a) Open a valid and complete trouble ticket during any Failure, providing complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction;
- (b) Provide Aptum with accurate and complete designated points of contact in writing; and
- (c) Claim Service Credits within 30 days after the Failure event that gave rise to those credits.

In addition, the maximum amount of Service Credits in any monthly period shall not exceed the net MRC for the affected Services. The period of Failure begins upon filing of a trouble ticket and ends when the Failure is remedied. Any impact to the Service Levels in connection with the Customer IT System shall not constitute a Failure under this SLA.