



**Schedule
to the Master Services Agreement
ADDITIONAL SERVICE TERMS AND CONDITIONS
RE: DDoS, WAF and MDR**

THESE ADDITIONAL SERVICE TERMS AND CONDITIONS (a/k/a **Product Terms**) apply to the Customer's use of the Services herein described and forms a part of 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

"Aptum System" means a combination of hardware, software and networking elements that comprise an information technology system used by Aptum to provision the Services. As part of the Services, the Customer may have limited remote access to the Aptum System via the internet to configure and monitor the Services.

"Commencement Date" means the date the Services are made available for the Customer's use or as otherwise set forth in the Order.

"DDoS" means the Services intended to reduce the impact of distributed denial of service attacks against websites, applications, networks, DNS and IPs.

"Maintenance Services" means provisions of Aptum' Services relating to the assisting the Customer to diagnose Service issues, set-up its network infrastructure as necessary for the interoperability with Services and the use of the Services as set forth in the Service Guides forming part of the applicable Order.

"MDR" means managed detection and response Services that provides the Customer with near real-time system information regarding certain risks, vulnerabilities, configuration settings and status; such Services are also subject to the terms available at www.alertlogic.com/docs/Alert-Logic-End-User-License-Agreement.pdf.

"Service Guide" means the document that describes a specific Services in greater detail, including the Service Level Agreement and, to the extent applicable, the Maintenance Services for those Services; the Service Guide forms part of the Order that specifically lists the Services described in such Service Guide.

"WAF" means web application firewall Services that is intended to filter, monitor and restrict certain types of internet traffic to and from a web service.

2. SCOPE AND LICENCE

- 2.1 **Scope.** These Product Terms are applicable to Aptum's provisions of DDoS, WAF and/or MDR Services that are listed in the Order and that may be further described in the Service Guide(s). Such Services may be referred to herein individually or collectively as the **"Services."**

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- 2.1 **License.** Despite anything to the contrary elsewhere in the Agreement, as of the Commencement Date through the duration of the Term, 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 and not for resale. For clarity, the Customer may use the Services as part of the Customer's services made available to third parties, but in doing so, must not provide any access or any rights in and to the Services arising from these Product Terms to such third parties.

3. RESTRICTIONS AND OBLIGATIONS

Except as permitted by applicable law, the Customer and its other Users shall not (i) decompile, disassemble, or otherwise reverse engineer any part of the Services or Aptum System or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Services or Aptum System by any means whatsoever; (ii) except as otherwise agreed to in writing by the Parties, use the Services (or part thereof) for any type of production use purposes, including, but not limited to, data processing services, commercial time sharing, hosting, rental application, services provider or any similar sharing arrangement; (iii) modify any part of the Services, translate, create derivative work of or from any part of the Services, or incorporate any part of the Services into or with other software, except as expressly authorized in writing by Aptum; (iv) remove or modify any proprietary notices, labels or marks on or in any copy of the Services, including documentation related thereto made available to the Customer; (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Services; (vi) access the embedded database or any other embedded third party products with application other than the Services; or (vii) use or copy the Services, in whole or in part, except as expressly permitted by the Agreement. Customer agrees to promptly notify Aptum of any breaches of the restrictions set forth in this Section of which the Customer becomes aware.

4. PERSONAL INFORMATION

If Customer provides personal information relating to its employees or its other Users, Aptum will only use the information in connection with the purpose outlined in the Agreement ("**Intended Purposes**"). Customer will not deliver, disclose or otherwise make such personal information available to Aptum, except as required for the Intended Purposes. The information may be maintained by Aptum in data centres located in Canada, the U.S. or in other parts of the world and the information may be accessed by Aptum's global personnel and authorized third parties as required for the Intended Purposes. Customer agrees to comply with applicable law, provide all relevant notices, and obtain any consents required to share the information with Aptum and its authorized third parties for the Intended Purposes.

5. MAINTENANCE SERVICES

Provided that the Customer has purchased Maintenance Services as indicated in the applicable Order, Aptum and/or its authorized third-party service provider(s) will provide the Maintenance Services set for in the Service Guide forming part of such Order. If the Customer does not purchase, terminates or does not renew the Maintenance Services and subsequently requests Maintenance Services, the Customer shall be required to first pay the then-current Fee for the



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Maintenance Service, plus all cumulative Fees for same that would have been payable had the Customer initially purchased or not terminated the Maintenance Service before it will be entitled to receive such from Aptum and/or its authorized third party service provider. If the maintenance services requested by the Customer is outside the scope the of the Maintenance Services, then such requested maintenance services shall be subject to the terms of Aptum's Professional Services Product Terms at rates agreed to by the Parties in writing.

6. SERVICE ACCOUNT

Customer is responsible for (a) configuring Customer's Service account, including configuring Users' permissions settings and designating its personnel who may access the Services, including the Service account and any online Services related dashboards; (b) the operation, performance and security of Customer's equipment, networks and other IT resources, infrastructure and services used to connect to the Services; (c) ensuring 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 Service account or any other breach of security in relations to the Services it becomes aware of.

7. DELETION OF REPLICATED CUSTOMER CONTENT

To the extent that Customer data remains on the Aptum System after the termination of the Services, Aptum shall within a reasonable period of time, but not more than one (1) year thereafter, without notice to the Customer delete such data and deny the Customer access thereto.

8. TESTING

The Customer shall schedule and conduct regular testing of the Services to ensure that the performance of the Services meets the Customer's operational requirements; at the request of the Customer, Aptum may assist the Customer in this regard. 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 Aptum's Professional Services Product Terms. If the Customer determines that the Services need to be modified to meet its operational requirements, the Customer shall without delay notify Aptum in writing, and the Parties shall cooperatively work together to agree on a plan to affect the necessary modifications.

9. PROPRIETARY RIGHTS

Except as expressly set forth herein, the Customer has no right, title or interest in or to the Aptum System, 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 Services, 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.