



## PRODUCT TERMS: MANAGED APPLICATION PLATFORM

THESE PRODUCT TERMS forms part of, and incorporates by reference Aptum's Terms of Business ("Terms of Business") available at <https://aptum.com/legal/> ("Aptum's Website"); however, if the parties hereto have entered into a written master services agreement in relations to the subject matter hereof ("MSA") that was executed by their authorized representatives, then these Product Terms shall instead form part of, and incorporate by reference the MSA together with the applicable Service Order (a/k/a Order, Service Order Form and SOF). Unless otherwise expressly defined herein, capitalized terms in these Product Terms shall have the meaning ascribed to in the Term of Business or the MSA as the case may be. To the extent that there is a direct conflict between any express term in the Term of Business or MSA as applicable and any express term in these Product Terms, the express term in these Product Terms shall take precedence, govern and control the subject matter.

### 1. Definitions.

1.1. In these Product Terms, the following terms have the following meaning:

"API" means application programming interface.

"Customer Data" means any data stored on, transmitted by or transmitted through the Customer Network (as this term is defined below) which is directly or indirectly subject to the Services.

"Endpoint" means one end of a communication channel where the API interacts with another system within the Customer Network.

"Customer Network" means the Customer's networking infrastructure that are own or operated by the Customer in connection with the Customer's operations which are subject to the Services, and may consist of networking devices, storage devices, servers, computers and certain applications thereon as more fully described in the Service Order.

"Services" means Aptum's provisions of 24x7 monitoring and maintaining the day-to-day operations of the Platform Components as more fully described in the applicable Service Documentation (a/k/a MAP Service Guide) and in accordance with the terms set forth in the Service Order. At all times, the Customer shall be responsible for writing, deploying and running their own custom code or applications

"Service Credit/s" means, in the event of a Service Level Breach, a certain portion of the Fees that are calculated in accordance with the term of the SLA that is then applied as a credit on the Customer account which is then used to off-set the amount of Fees that are payable by the Customer to Aptum

"Service Level Agreement" or "SLA" means terms that outline the standard by which the Services are provisioned, including metrics such as availability, uptime and response time.

"Service Level Breach" means an occurrence or series of occurrences where the standard of Services is not consistent with the terms of the Service Level Agreement; in which case, the Customer's sole



and exclusive remedy therefor shall be Service Credits in accordance with the term of such Service Level Agreement.

## 2. Services

- 2.1. Aptum shall provide the Services to the Customer as of the later of the Commencement Date (also referred to as “**Ready-For-Service-Date**”) set for in the Service Order or when the Services are actually made available to the Customer; thereafter, the Services shall continue for the duration of the Term that is set forth in the Service Order.
- 2.2. The Customer acknowledges that Aptum’s provisions of the Services may be impacted by causes beyond the reasonable control of Aptum, including Force Majeure Events or issues relating to or caused by third-parties, such as unavailability of the internet, failure of public utility and software bugs and fiber-cuts. Such causes that beyond the reasonable control of Aptum shall not constitute a breach of the Agreement or a Service Level breach.
- 2.3. Even though the Customer is responsible for its applications, Aptum will, when known, notify the Customer of performance related issues of such applications that may be related to the Services provided that the Customer has delivered to Aptum in writing the necessary information so that such performance related issues would be apparent to Aptum. To the extent that the Customer has provided a runbook to support remediation of performance issues for its API and/or Endpoints, Aptum will execute remedial measures in accordance thereof, when Aptum becomes aware of, or is made aware of such issues.
- 2.4. The Services shall be provisioned according to the number of Endpoints and the types of Endpoints described in the Service Order. Services in relations to supporting activities may vary (e.g.: managed capacity Endpoints and specialized monitoring Endpoints) depending on the nature of specific Endpoints.
- 2.5. The Services, including the Customer’s access to Aptum’s service desk shall, be provisioned on 24/7 basis during the Term. Aptum’s service desk is available to assist the Customer with various routine tasks in connection with the Services, such as change management, release management and configuration related tasks; however, all urgent incidents or service requests must be submitted by phone to the service desk phone number listed the SLA.
- 2.6. To the extent that Aptum reasonably determines that the Customer requires more Service resources or that the scope of the Services needs to expanded than that which is set forth in the Service Order for sake of continuity and stability of the Customer’s systems subject to the Services, then Aptum reserves the right to upgrade the relevant portion(s) of the Services or Service tier. In this event, unless otherwise agreed to in writing, the Customer shall be charged at Aptum’s then-current rates for such upgrade.

## 3. Incidents and Service Requests

- 3.1. Aptum shall respond to incidents and Customer’s Service requests in accordance with term of the applicable Service Documentation (e.g.: Managed Application Platform Service Guide).
- 3.2. When a ticket is raised by the Customer, or when Aptum becomes aware of issues subject to the Services, Aptum shall provide the Customer with incident response and resolution support for resolving



performance issues of Platform Components. Incident responses will be managed in accordance with the runbook provided to Aptum by the Customer.

- 3.3. The time for Aptum to respond and resolve report ticket issues will count towards the total number of hours allocated to the Customer under the Services as indicated in the Service Order.

#### **4. Customer Responsibilities**

- 4.1. By virtue of provisioning the Services, Aptum shall not have access to the Customer Data or control over the access and use of the Customer Network by the Users. The Customer shall and is responsible for employing an appropriate level of risk mitigating measures to protect its business interests, such as implementing security precautions (including data encryption), conducting regular Customer Data back-ups and configuring its systems for redundancy taking into account the criticality of the Customer Data and the functionality of such systems to its operations. Further, Customer is responsible for purchasing insurance appropriate to the inherent risks of its operations, including business interruption and cyber insurance to adequately protect the Customer's business interests to the extent that such interests may be impacted by issues relating to the access, protection and proper functioning of its networking systems, including issues that may arise from the Services. Customer understands that the Services are provided exclusively on the basis of this allocation of responsibility.
- 4.2. The Customer is solely responsible for keeping its Users' access and control permission (e.g.: account passwords and system permissions) information relative to the Services and Customer Network to date; such update in regard to the Services shall be in accordance with Aptum's then current procedure, including through any Aptum customer portal or ticketing system made available to the Customer. Aptum will only provide administrative or technical support to the Customer representatives listed and updated by the Customer ("**Customer Contact**") in relations to the Customer's account with Aptum.

#### **5. Cancellation of Service**

In the event that Customer seeks to cancel any part of the Services, it shall provide written notice to Aptum not less than ninety (90) days prior to the effective date of such cancellation.

[Service Level Agreement follows]



**Service Level Agreement**  
**("SLA")**

The availability and the standard of performance of the Services ("**Service Level Standards**") are warranted in accordance with the terms of this SLA. This SLA forms part of the Product Terms for Managed Cloud Network. This SLA is subject to the limitations and exclusions set forth herein and shall not apply in any situations where Service Level breaches are caused or exacerbated by a Force Majeure Event. Service outages, delays and/or inability of the Customer to access the Services during Scheduled Maintenance periods shall not constitute as a Service Level breach hereunder.

<b>Service Level Standards</b>	
<b>Availability</b>	Customer Services will be monitored 24/7; the availability of such monitoring shall be not less than an uptime of 99.5%.
<b>Response Time</b>	Aptum will respond to any alerts or notifications generated by Aptum's monitoring system within 15 minutes of their receipt.
<b>Resolution Time</b>	Aptum will either resolve performance issues detected by its monitoring system within 4 hours of their identification or if determined to be outside the scope of this Services, will notify the Customer within such period.
<b>Reporting</b>	Customer Contact will be provided regular reports as agreed to during the onboarding process. These reports will be delivered on a monthly basis or as agreed to by the Parties during the onboarding process.
<b>Performance Optimization</b>	Aptum will provide recommendations for improving the performance of the Customer Network, including those applications subject to the Services. These recommendations will be based on best practices and industry standards.
<b>Customer Support</b>	Aptum's support team will be available to assist the Customer with any issues or questions regarding the Services. Aptum commits to a response time of 1 hour for all Priority 1 support requests received by it through Aptum's ticketing system.

**Service Level Breach.** A Service Level breach occurs if Aptum fails to maintain the Services in accordance with the Service Level Standards set forth in the table above which is not as a result of the Customer's application programming, acts of the Customer or its agents and/or network unavailability outside of Aptum operated network infrastructure.

**Issuance of a Service Credit.** Upon a written request of the Customer in furtherance of the Service Level Breach that is confirmed by Aptum, Aptum shall apply a service credit to the Customer's account in an amount equal to



ten percent (10%) of the monthly recurring monthly Fees; such service credit shall have no monetary value and must be used to off-set the Fees for Services.

*\*\* Aptum's records and data shall be the basis for calculating all Service Level breaches under this SLA, including the issuance of any applicable service credits. \*\**