



APTUM INSIGHTS
End-User Licence Agreement

THIS END-USER LICENSE AGREEMENT (“EULA”) is incorporated by reference into, and therefore forms part of the Products Terms applicable to Aptum’s provisions of hosting and/or colocation Services that also include the Software (as this term is defined below). Unless otherwise expressly defined herein, capitalized terms in this EULA shall have the meaning ascribed to them in the Agreement (as this term is defined in Aptum’s General Terms of Business).

1. Aptum Insights. Aptum Insight (the “**Software**”) is an application that is configured for network use and can be used for identification and management of different hardware assets that are subject to colocation and/or hosting services provisioned by Aptum (the “**Services**”), including but not limited to servers, virtual machines, storage devices, network devices and power distribution units that are connected to the network and made subject to the Software (“**Assets**”).

2. License.

(a) By ordering the Software as part of the Services, the Customer acknowledges and agrees to the terms of this EULA. The Software, including software embedded in the Software, is licensed (and not sold) to the Customer by Aptum as part of the Services for the Customer to access and use the Software in connection only with the Services in accordance with the terms herein. Aptum reserves all rights not expressly granted to the Customer hereunder.

(b) Neither the Customer or any of its representatives copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any part thereof.

(c) The Customer may use the Software to monitor the status of Assets; and some circumstances when agreed to by the Parties in writing, the Customer may use the Software to exercise certain limited control over the Assets (i.e.: power-cycle a certain Asset).

(d) The Customer may not rent, lease, lend, redistribute, or sublicense the Software without the written consent of Aptum.

3. Compatibility. The Software is compatible with certain devices only; some devices and/or when devices are combined with certain operating systems may not be compatible with the Software. For more information regarding such compatibility, please contact an Aptum customer representative.

4. Export Laws. The Services, the Software or the derivatives thereof may be subject to export laws and regulations of Canada, the United States and other jurisdictions. The Customer represents that it is not named on any U.S. or Canadian government denied-party list. Customer shall not permit any other User in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) to access or use the Services (including the Software) in violation of any U.S. export law or regulation.

5. Term. Aptum may terminate the Software license granted hereunder to the Customer at any time by providing the Customer with reasonable prior written notice; in this event, the Customer shall be refunded the unused portion of the Fees that have been prepaid by the Customer for the Software. Moreover, such license shall terminate automatically upon the termination of the Services to which the Software relates.