PRODUCT TERMS: HOSTING SERVICES

1. Product Terms and definitions.

1.1.   These Product Terms, including any Service Documentation and/or EULA(s) applicable to the Services or part thereof forms part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

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

"**Customer Data**" means any data stored on, transmitted by or transmitted through the Services.

"**Commencement Date**" means the date the Services are made available for the Customer's use as notified to the Customer.

"**Hosted System**" means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services purchased by the Customer, the Hosted System are those technology hardware and software within the Aptum data center from which the Services are provision from ("**Aptum DC**") that may consist of (a) a dedicated system owned by Aptum and assigned to the Customer for the Customer's use only; (b) dedicated system owned by the Customer (collectively the "**Customer System**") for the Customer's use only; (c) certain parts of a shared system that Aptum maintains for other customers (a/k/a multi-tenant cloud and multi-tenant hosting); or (d) a combination of such systems.

"**Services**" means Aptum's provision of the Hosted System (e.g.: managed hosting, dedicated hosting and multi-tenant cloud) for the Customer's and/or its other User's use via online access as more fully described in the applicable Service Order and in these Product Terms.

2. Service Terms

2.1.   Aptum shall provide the Services to the Customer from the Commencement Date for the Initial Term outlined in the Service Order in accordance with the terms and conditions of the Agreement, including these Product Terms, the Service Documentation and the applicable Service Order. The Service Levels set out in the Service Level Agreement below shall apply. Certain Cloud Products will be subject to additional terms outlined in the applicable Service Order.

2.2.   The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Aptum, including matters relating to legislation, regulatory changes, changes in the policy directive of any applicable regulatory authority and/or amendments to the terms and conditions of third-party services necessary for the Services, such as utility providers or third-party vendors such as Microsoft ("**Regulatory Changes**"). The Customer agrees that upon written notice to the Customer, Aptum may amend the provision of Services, including the term of the affected Order as necessary to reasonably address any Regulatory Changes.

2.3.   From time to time, Aptum changes, upgrades, or conducts maintenance on the Aptum DC, including the Hosted System that is used in connection with the Services. To the extent that such changes, upgrade or maintenance impacts the Services or requires the relocation of the Customer System within the Aptum DC or to an alternative Aptum DC, then Aptum will give the Customer reasonable advance notice and will endeavour to minimize any impact to the Services.

3. Customer Responsibilities

3.1.   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 data back-ups in connection with its use of the Services and configuring its systems (including the Services or other services) for geographic server redundancy taking into account the criticality of the Services to the Customer's operations and the sensitivity of the Customer Data. It is also Customer's responsibility to purchase any insurance, including Business Interruption Insurance,

to adequately protect the Customer's business it in the event of an interruption to the delivery of the Services. Customer understands that the Services are provided exclusively on the basis of this allocation of responsibility.

3.2.   The Customer shall at all material times comply with the laws applicable to its use of the Services and with the Agreement including the Acceptable Use Policy.

3.3.   The Customer is solely responsible for keeping its account permissions, billing, and other account information relative to the Services up to date with Aptum in accordance with Aptum's then current procedure, including through any Aptum customer portal 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.

3.4.   To the extent that the Hosting System for Services also consists of the Customer System, the Customer may from time to time be permitted entry into the Aptum DC to access the Customer System for purposes of installation, de-installation, maintenance and updating under the following conditions:

(a)   The Customer must open a ticket at least forty-eight (48) hours prior to its desired entry into the Aptum DC.

(b)   The Customer and Aptum's Network Operations Center (a/k/a NOC) personnel will arrange a schedule for the Customer to enter the Aptum DC.

(c)   In the event that the Customer requires emergency entry into the Aptum DC to access the Customer System, the Customer must first contact Aptum's support team member who will then notify Aptum's On-Call personnel at the Aptum DC and coordinate with the Customer for such emergency entry.

(d)   The Customer must be escorted by an Aptum personnel at all times while on Aptum DC premises for any reason. Unless otherwise set forth in the Order, such escorting shall be provided to the Customer at Aptum's then current "hands & eyes" hourly pricing, with a one (1) hour minimum charge per entry.

4. Software

4.1.   Users may not copy any software made available to the Customer by Aptum for use with the Services, including third-party software (collectively "**Software**") or continue to use Software after the expiration or termination of such Services. Customer shall not, and cause other User's not to, (a) remove, modify or obscure any copyright, trademark, or other proprietary rights notices that appear on any Software; (b) reverse engineer, decompile or disassemble any Software; (c) use the Software in a manner that infringes upon any third-party intellectual property rights; or (d) use the Software in violation of any applicable law.

4.2.   In addition to the terms of the Agreement and to the extent that the Software includes Software by the Microsoft Corporation ("**Microsoft**") and/or Red Hat, Inc. ("**Red Hat**"), then the following apply EULAs;

(a)   **Microsoft** Software is governed by as applicable: (i) Microsoft's End User License Terms available at https://aptum.com/legal/ and the following available from Microsoft:

(ii) Microsoft Terms of Use - https://www.microsoft.com/en-us/legal/terms-of-use

(iii) Microsoft Licensing Use Rights - https://www.microsoft.com/licensing/docs/view/licensing-use-rights?rtc=1

(iv) Microsoft Product Terms - https://www.microsoft.com/licensing/terms/productoffering

(b)   **Red Hat** Software is governed by as applicable: (i) Red Hat's EULA terms that appear at https://www.redhat.com/licenses/Red_Hat_GPLv2-Based_EULA_20191118.pdf and/or (ii) any use

restrictions of the Red Hat Software as indicated on the applicable Service Order, such as a limitation on the number of users, copies and other restrictions, if any.

To the extent that the Services includes or makes available to the Customer Microsoft Software and/or Red Hat Software, then the Customer acknowledges and agrees to the applicable terms and conditions referenced in this Section.

4.2.1   To the extent permitted by applicable law, all warranties by Microsoft or Red Hat (collectively the "**Vendors**") and any liability of the Vendors or their suppliers are disclaimed for any damages, whether direct, indirect, or consequential that which arises from any Users' use of any of their respective Software. Aptum (and not the Vendors or their suppliers) will provide technical support for the Software.

4.3.   Software is not fault tolerant. The Software is neither designed nor intended for use in a situation where its failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). Users are not permitted to use the Software in, or in connection with, High Risk Use. High Risk Use includes, for example: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the U.S. Food, Drug, and Cosmetic Act. The Customer shall indemnify and hold Aptum and its third-party licensors harmless against any third-party claim arising out of any User's breach of this Section.

4.4.   Customer is responsible, where applicable, for subscribing to Aptum's patching program. Aptum's patching program makes Software updates available on an automated basis. Where Customer restricts Aptum's access to its servers or Aptum's ability to roll out patches, it is Customer's responsibility to implement and install appropriate and updated patching policies to secure its Services. It is Customer's responsibility to ensure Software patches have been successfully installed on their Services.

4.5.   Except as set forth in the Agreement or as required by applicable law, Aptum does not warrant the performance of the Hosted System. If the Services include the monitoring of critical alerts triggered by a particular Software, Aptum will only communicate with the Customer Contact regarding such critical alerts. To the extent that the Services permit the Customer to administer the Hosted System configuration settings, the Customer shall be responsible to configure such settings to account for its own and the other User's operational requirements, including those requirements relating to security and routine data back-ups.

4.6.   If Aptum installs, patches or otherwise manage software for the Customer ("**Customer Software**"), then Customer represents and warrants that it has a legal right to use the Customer Software as contemplated hereunder and in connection with the Services. Upon Aptum's written request, the Customer shall certify in writing that it complies with the requirements of this paragraph and will provide evidence reasonably satisfactory to Aptum of such compliance. If the Customer fails to provide such evidence, Aptum may either (a) charge the Customer its standard fee for the use of the software in reliance on Aptum's licensing agreement with the vendor of the Customer Software until such time as the required evidence is provided; or (b) suspend the Services or terminate the Order. The Customer Software may not be compatible with Aptum's standard process for deploying, repairing, or maintaining the Services. In the event of such non-compatibility, the Parties will work together to revolve any impact to the Services; however, if resolution is only reasonably possible by uninstalling the applicable Customer Software as determined by Aptum, upon reasonable notice to the Customer Aptum may uninstall such Customer Software. In addition, to install any Customer Software, Aptum may require Customer to send the physical or electronic media provided to the Customer by the vendor of the Customer Software, both for deployment, and again in the event of a failure and recovery of the Services. Customer agrees that Aptum will not have any liability to the Customer for any breach of the Service Level warranty or other obligation under the Agreement that would not have occurred but for the delay or outage resulting from Aptum's agreement to use the Customer Software

5. Fees

5.1.   Customer shall pay Aptum the Fees set forth in the Service Order for Customer's use of the Services under the terms and conditions set forth herein. The Customer shall be invoiced for the Services thirty (30) days in advance (the first month's charges shall be pro-rated to the number of days of service for

the first month) except for any of Aptum's Cloud Products which are provided pursuant to these Product Terms which, unless otherwise agreed, will be invoiced monthly based on consumption in arrears.

5.2.   Customer shall pay the Fees when due and to provide written notice to Aptum if such payment is disputed, with such written notice being provided not more than thirty (30) days after the invoice date and to expressly state therein sufficient, accurate particulars to enable Aptum to assess the extent and the urgency of the payment dispute.

6. Cancellation of Service

If Customer wants to cancel a Service Order, it shall provide written notice to Aptum not less than 60 days prior to the required date of cancellation.

7. IP Addresses

Customer agrees that it will use any Internet protocol ("**IP**") numbers and addresses assigned to it by Aptum in accordance with all reasonable regulations and policies established by Aptum, and in accordance with any applicable international standards with respect to the use of IP numbers and addresses. Aptum will maintain and control ownership of all IP numbers and addresses that it may assign to Customer. The allocation of Customer IP Addresses is determined by a third-party IP allocation authority, not Aptum. Where Aptum requires, or, if the applicable third party IP allocation authority requires us to, Aptum may change or remove any and all IP addresses that has been assigned to Customer as part of the Services. To the extent possible, the Customer will be provided with reasonable prior notice of any such change.

[SLA follows]

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Service Level Agreement

Services set forth in this Service Level Agreement ("**SLA**") which have been purchased by the Customer as detailed in an applicable Service Order are warranted by the terms herein. This SLA forms part of the applicable Product Terms. 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 in ability of the Customer to access the Services during Scheduled Maintenance periods shall not constitute a failure of the Services to achieve service or performance levels set forth in the SLA.

HOSTING SERVICES

SERVICE	SERVICE LEVEL	SERVICE CREDIT
Power and HVAC	Aptum guarantees that its power and HVAC systems will be available 100% of the time in a given month.	Five percent (5%) of the Net MRC for each hour of Downtime.
Dedicated Devices Replacement Guarantee	Aptum guarantees the functioning of all Hardware [1], and will replace or repair any failed component at no cost to Customer within 1 hour of Aptum's identification of the failed Hardware (the "**Replacement Guarantee**").[2]	Five percent (5%) of the Net MRC for each further hour to replace the failed Hardware downtime over the stated service level.
SAN Repair and Replacement	In the unlikely event of a SAN hardware failure, Aptum will have a technical specialist and necessary parts on site to begin repairs within 4 hours of Aptum's identification of the problem	Five percent (5%) of the Net MRC for each further hour of delay in commencing work to repair the affected hardware.
Network uptime	100% uninterrupted transit from Aptum's Network to the internet.	Five percent (5%) of the Net MRC for each hour of Downtime.

Additional Terms for Hosting Services
1. *Service Credit for Hosting Services shall be prorated for any period of Downtime or portion thereof that is less than an hour.*
2. *Excludes Aptum's (i) Storage Area Networks (SANs), which are subject to the section entitled 'SAN repair and replacement', (ii) non-standard products and (iii) EOL product lines.*
3. *The Replacement Guarantee does not include the time required to rebuild a RAID array or the reload of the operating systems and applications, or changes to hardware during Maintenance, as defined below.*

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MULTI-TENANT CLOUD SERVICES

Network: 100% uninterrupted transmit from Aptum's Network to the internet.	Subject to the additional terms immediately below, the Customer may claim a Services Credit for each unrelated instance of Downtime in excess of 15 minutes over the specified service level.
Virtual Servers: Individual virtual servers (a/k/a VMs) will deliver an availability uptime of 99.5% (during each monthly billing period) as indicated by way of Aptum's Network monitoring systems.	

Additional Terms for Multi-Tenant Cloud Services

1. *To be eligible for a Service Credit, the Downtime must be for a period in excess of fifteen (15) minutes after the applicable service level indicated in the table immediately above; and*
2. *the Service Credit will be calculated and applied to the Customer's account as a prorated portion of the Fees for the affected multi-tenant cloud Services up-to a maximum of twenty-four (24) hours for each unrelated instance of Downtime in the monthly billing period in which such Downtime occurred.*

MISSION CRITICAL CLOUD SERVICES

Network: 100% uninterrupted transit from Aptum's Network to the internet.	For each instance of Downtime in excess of 15 minutes over the specified service level, Customer may claim a Service Credit equal to five percent (5%) of the Net MRC for the affected configuration for each half-hour of Downtime.
Control Panel and API: Aptum will maintain an availability of 99.999% (over each billing period) in respect of the Control Panel and API.	
Virtual Servers: Individual servers will deliver 99.999% uptime (over each billing period) as monitored within the Aptum Network monitoring systems.	
Cloud Storage: Aptum will deliver a 99.99% uptime (over each billing period) on Cloud Storage.	

Additional Terms for Mission Critical Cloud Services

1. *The minimum period of Downtime eligible for Service Credit with respect to Mission Critical Cloud Services is 15 minutes. Shorter periods will not be aggregated.*
2. *Service Credit for Mission Critical Cloud Services shall be prorated for any period of Downtime or portion thereof that is less than half an hour.*

APTUM INSIGHTS

Portal Access: Aptum will maintain an availability of >=99.5% (over each billing period) in respect to the Aptum Insights web interface.	For each instance of Downtime in excess of 15 minutes over the specified service level, the Customer may claim a Service Credit equal to five (5) percent of the MRC for the Aptum Insights Services.
API Access: Aptum will maintain an availability of >=99.5% (over each billing period) in respect to the Aptum Insights API.	

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EXCEPTIONS

Customer will not be entitled to any Service Credit under this Service Level Agreement where the Downtime is caused by any of the following: (i) maintenance; (ii) suspension or termination of your Services in accordance with the terms of Aptum's terms of Business (iii) application, software, or operating system fault or failure; (iv) denial of service attack, hacker activity, or other malicious event or code targeted against Aptum or a Aptum Customer (irrespective of DDoS mitigation services provided by Aptum); (vi) with respect to Cloud Services, outages to the Control Panel or API; and (vii) failure of any network or internet infrastructure or technology outside Aptum's Network.

CLAIMING SERVICE CREDITS AND LIMITATIONS

The following terms apply to all claims for Service Credits:

(a)   Customer must report a Downtime to Aptum by opening an Aptum trouble ticket, together with supporting details about such Downtime, to be eligible for a Service Credit.

(b)   If the Customer believes that it has not correctly received the Service Credit, the Customer must submit a ticket within 14 days of the applicable Downtime.

(c)   Downtime is measured from the time the applicable trouble ticket is received and the Downtime is validated by Aptum using its internal monitoring tools to the time Aptum resolves the issue.

(d)   Customers may not receive more than one Service Credit per affected configuration per incident or incident of Downtime; and in no event will the Customer receive greater than Net MRC amount in Service Credits for any monthly billing period in which a Downtime incident(s) occurred, regardless of the number of incidents in such period.

(e)   Customer must be current and in good standing with its Aptum account to receive Service Credit; no Service Credit will be applied to the Customer account that is past-due or for accounts that are suspended or cancelled before the conditions for the application of the Service Credit to the Customer account is met. Service Credit will not be applied against any past due balances.

(f)   Upon cancellation or termination of a Customer account with Aptum, any outstanding or previously accrued Service Credits will be forfeited. Once the Service Credit has been applied to the Customer account, such Service Credit will be applied against future purchases or renewals.

(g)   The Service Credit shall be the Customer's exclusive remedy and Aptum's entire liability for any breach of any warranty of performance or service contained in this SLA.

DEFINED TERMS

"**Downtime**" in respect of an affected configuration or Service means such Service is unavailable because one of the following:

(a)   the Aptum power systems are not available ("**Power Failure**");
(b)   a Hardware failure;
(c)   an inability to transmit from, or receive data over, the Aptum Network ("**Network Failure**"); or
(d)   in respect of Cloud Services:
   i. a failure of a Virtual Server which is due to a known problem in the hardware or hypervisor layers, including power interruptions, hardware problems (such as failures to a hard drive or power supply) and failures to the hypervisor environment, but excluding failures in Customer's operating system or other software on Customer's Virtual Server: or
   ii. an inability to retrieve data from a Cloud Storage service,
   in each case due to a failure caused by a Power Failure, or problems caused by Hardware failure or Network failure.

"**Hardware**" means the processor(s), RAM, hard disk(s), motherboard, NIC card, servers, CPUs, cabling and associated server hardware listed in the Service and/or the applicable Order together with firewalls, load balancers and storage area networks listed in the Service and/or the applicable and other related hardware used to provide the Services.

"**Maintenance**" means Scheduled Maintenance or Emergency Maintenance undertaken by Aptum. "**Scheduled Maintenance**" means any maintenance in the Aptum data center of which you are notified at least 7 days in advance. "**Emergency Maintenance**" means any maintenance in the Aptum data center that: (i) in Aptum's sole discretion is necessary to avoid an immediate threat to the Aptum data center or a Customer Service; and (ii) of which you are notified.

"**Net MRC**" means: (i) in respect of hosting services, the monthly recurring charge for the affected hosting Service for the configuration experiencing the issue but excluding any add-on or optional Services which are not included as part of the standard hosting plan but are included as part of such customer's monthly recurring charge. In respect of Cloud Services, your Net MRC will be based on your previous month's usage for the affected Service where applicable or, alternatively, your average usage for the affected Service being pro-rated; (ii) in respect of all other Services, the monthly recurring charge for the affected Service.

"**Aptum Network**" means all network equipment and cabling extending from the connection of Customer network access device for your hosting solution up to the uplink port on Aptum's designated border routers that connect to our Transit and Peering Providers.