

## PRODUCT TERMS: MANAGED AND SUPPORT SERVICES

### 1. Product Terms.

These Product Terms form part of the Agreement (as this term is defined in Aptum's General Terms of Business) and governs Aptum's provisions of managed and support services (the "**Services**") for the following service tiers which are more fully described in the applicable Service Documentation (a/k/a Service Guide):

- Foundation;
- Augmented Support; and
- management cloud platform

Unless otherwise expressly defined in these Product Terms, capitalized terms referenced herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

### 2. Services and Grant of Licence

2.1. **General.** When ordered by the Customer and set forth in a Service Order (a/k/a Order), Aptum shall provide the Services to the Customer in accordance with the terms and conditions of the Agreement, including these Product Terms, the Service Order and the applicable Service Documentation. The Services provides to the Customer with access to Aptum's service desk, executive reviews and solution support as further described in the Service Documentation.

2.2. **Services.** The Services support the Customer's cloud environment(s) or part thereof, such as Azure, AWS, Google Cloud Platform and hosted systems, including those the Customer subscribes or receives through Aptum or another third-party service provider, and is made subject to the Services by the Parties ("**Cloud Environment/s**"). Cloud Environments are either expressly identified in an Order or is otherwise agreed to in writing by the Parties. When an incident about a Cloud Environment is reported to Aptum by the Authorized Customer Representative or ACR (as these terms are defined in the Service Documentation), Aptum provisions the Services to provide the Customer with re-active support and assistance in relations to disruptions the Customer may be experiencing with such Cloud Environment. The Services are further described in the applicable Service Documentation.

2.3. **License.** Aptum hereby grants to Customer a licence and permission to utilize the Services in accordance with the terms and conditions of the Agreement. Such license granted is a license for the Customer to access and utilize the Services in accordance with the term of the Agreement, and does not create an ownership interest, property rights, moral rights or any other rights in and to the Services, whole or in part, in favour of the Customer that is not expressly granted by the terms of the Agreement.

2.4. **Impacting Changes.** 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 and/or products necessary for Aptum's provision of Services, such as third-party hardware or software (individually or collectively "**Impacting Changes**"). The Customer agrees that upon reasonable prior written notice to the Customer, Aptum may amend the provision of Services, including the terms of the affected Order as necessary to reasonably address any Impacting Changes.

2.5. **Application.** The technical aspects of the Services are further described in the applicable Service Guide. The Services are intended to provide the Customer with re-active support and assistance in regard to disruptions to the Customer's cloud environment(s) subject to the Services (as either identified in the Order or as otherwise agreed to in writing by the Parties), such as Azure, AWS, Google Cloud Platform and hosted systems including such cloud environments the Customer subscribes through Aptum or another third-party service provider ("**Cloud Environment/s**").

### 3. Customer Responsibilities

Customer hereby acknowledges and agrees as follows:

- (a) The Customer shall inform Aptum of disruptions affecting their Cloud Environment on a timely basis in accordance with the methods of communication set forth in the applicable Service Documentation.



- (b) The Customer shall regularly back-up all applications and data associated with, installed on, or stored in the Customer's Cloud Environment prior to the Commencement Date and during the term of the Services so as to ensure, if necessary, the Customer's ability to fully restore/recover of such applications and data.
- (c) The Customer shall report incidents via telephone, email or web interface (ticketing system); except however, the Customer shall report to Aptum critical issues exclusively by telephone.
- (d) Aptum shall only accept incident reports from the Authorized Customer Representative(s). It is the Customer's responsibility to ensure that Aptum's list of Authorized Customer Representatives is updated and current, including informing Aptum in a timely manner about any specific Authorized Customer Representative who is, for any reason, no longer able to communicate to Aptum about the Services provisioned for the Customer.