Customer Managed Customized Environments – Service Description Tier 3

1.   Overview

This Service Description outlines Licensor's SaaS solution ("Premium SaaS Subscription") which is designed to provide Customer with greater autonomy and customization capabilities over its (and its third party) applications within Licensor's cloud network infrastructure. The Premium SaaS Subscription provides Customer with direct access to such network infrastructure, dedicated development server(s), and flexible application deployment options.

2.   Direct Network Access

Licensor will grant Customer direct access to an isolated segment of Licensor's network infrastructure through an agreed access method, via a virtual published application, VPN or SSH or as otherwise notified by Licensor. This is intended to assist Customer with interacting with its systems and facilitating Customer's real-time monitoring, troubleshooting and configuration changes in respect of its applications (including its third party applications).

Customer is not permitted to open or change any Network / Firewall rules in respect of such access without obtaining Licensor's prior written approval. Neither is Customer permitted to make any Domain / GPO Level changes to the infrastructure without obtaining Licensor's prior written approval.

3.   Dedicated Development Environment

Licensor will provide Customer with dedicated development server(s) equipped with standard development tools such as MS SQL Studio or VS Studio. If Customer has any additional requirements such as licenses for any development software or compute power, disk space, or network bandwidth to support its customizations, such requirements shall be subject to additional costs. The development server(s) are intended to give Customer the ability to create, test, and refine its non-standard custom applications and modifications in an isolated environment.

4.   Customization and Deployment

Customer is permitted to create Customer Customizations (as defined in the Premium SaaS Subscription Terms and Conditions to its own applications and promote code changes in respect of the same into Customer's production infrastructure which is hosted on Licensor's environment. This is intended to help enable Customer to tailor its applications to its specific business needs and adapt them to its evolving requirements.

5.   Database Access

Licensor will grant Customer read/write access to Customer's production database which is hosted on Licensor's environment. This is intended to give Customer the ability to analyze its data, perform data cleansing on its data, and make any necessary adjustments required by Customer to support its business operations. The Customer is responsible for using database access privileges responsibly.

6.   Third-Party Application Deployment

Customer may deploy licensed third-party software applications within the development and production infrastructure subject to Licensor's prior written consent on a case-by-case basis. Customer is solely responsible for licensing, using, maintaining, and supporting its own applications and those of its third-party software applications. Customer assumes all risks associated with the use of such third-party software applications and is responsible for obtaining and maintaining any necessary licenses, permissions and consents in respect of the same. Licensor is not responsible for such third party software applications and gives no warranties about the same. Customer will reimburse Licensor for any costs, claims, losses, demands and damages suffered and incurred by Licensor in connection with Customer's use and deployment of such third party software applications.

7.   Third-Party Integrations and Data Warehousing

Customer may request the right for Customer or its approved third party to create third-party integrations between the Premium SaaS Subscription and a third party application. Such third party-integrations where approved by Licensor shall be considered Customer Customizations as defined in the Premium SaaS Subscription Terms and Conditions . Licensor may, on request, allow Customer to maintain its own data warehouses on Licensor's infrastructure at an additional cost, subject to the Parties' signature of an Order Form agreeing on the scope and costs for the same.

8.   Maintenance

Licensor will provide notice to Customer of its scheduled downtime from time to time in accordance with its policies and Customer has the right to request a change in such schedule in the event that any scheduled downtime causes material disruption to Customer's business operations.

9. **Infrastructure Monitoring & Alerting:**

All core infrastructure and services hosted and provided by Licensor in the Aptean Cloud in respect of the Premium SaaS Subscription will be monitored by Licensor. Licensor reserves the right to scale Licensor's infrastructure as per utilization without Customers' explicit approval during a scheduled downtime window. Licensor reserves the right to apply emergency security updates to all applications running on Licensor's infrastructure without Customer's consent or prior notification.

10. **Change Management & Incident Response:**

Customer will comply with Licensor's change management process and SaaS operational policies to control and track all changes made to Customer's production environment. Licensor's SaaS operational policies will determine the change control board and approval process for such changes.

Customer will comply with Licensor's incident response procedures in the event of any security incidents which arise.

11. **Security**

Licensor will implement and maintain appropriate administrative, technical and organizational security controls designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such security practices are set out in the Aptean Services Security Exhibit available at the Aptean Trust Centre https://trust.aptean.com/. Licensor seeks to continuously strengthen and improve Licensor's security practices and reserves the right to modify the controls described herein.

12. **Terms and conditions**

Customer hereby agrees that its and its Users and any third parties' use of and access to the Premium SaaS Subscription shall comply with the Premium SaaS Subscription Terms and Conditions, the https://legal.aptean.com/legal.html#premium-saas-terms and with the Licensor's SaaS operational policies made available from time to time.