

APTTUS Application Management Support (“**AMS**”) allows Customers to offload ongoing application maintenance activities and receive advice and guidance from APTTUS product experts. AMS is generally made available as a renewable subscription (certain amount of hours per time period, e.g. hours per quarter) running coterminous with Customer’s subscription to the corresponding APTTUS SaaS product.

These APTTUS Application Management Support Terms & Conditions (“**Terms**”) constitute a legal agreement between you or your employer or other entity on whose behalf you enter into this Agreement (the “**Customer**”) and APTTUS Corporation (“**APTTUS**”).

IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

AMS is considered an extension of APTTUS technical support and governed by the applicable terms of the master subscription agreement in place between Customer and APTTUS (“**Agreement**”). Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement and the applicable Order Form.

These Terms apply in addition to the Agreement. In the event of any conflict between these Terms and the Agreement, these Terms shall prevail to the extent of any inconsistency. In the event of any conflict between these Terms and any Order Form executed hereunder, these Terms shall prevail to the extent of any inconsistency, except with regard to any provision of any Order Form that specifically identifies a conflicting provision of these Terms and states that the conflicting provision of these Terms does not prevail.

APTTUS may amend these Terms from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer’s project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective 30 days after such notice (the “**Proposed Amendment Date**”) unless Customer first gives APTTUS written notice of rejection of the amendment. In the event of such rejection, these Terms will continue under their original provisions, and the amendment will become effective at the start of Customer’s next Term following the Proposed Amendment Date. Customer’s continued use of AMS following the effective date of an amendment will confirm Customer’s consent thereto. These Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.

1. The initial Term for an AMS subscription is indicated on the applicable Order Form. Unless specified otherwise, the initial Term starts on the Order Form signature date, and the subscription fees for AMS shall be invoiced and payable in advance on the Order Form signature date. Subscription fees for AMS shall be non-refundable. Any unused hours will expire at the end of the applicable Term. The Total Hours purchased by Customer are subject to any maximum amount of hours per time period set forth in the applicable Order Form (Example: Order Form states that Customer may not use more than 120 hours of AMS per

month). Upon request, Customer will provide APTTUS with requirements and other detailed information (including cases, deployment plans, and further documents) in connection with Customer's request in order for APTTUS to be able to provide a Level of Effort.

2. The Total Hours set forth in an AMS Order Form will expire at a rate of 1/4th quarterly. (Example: Customer purchases an AMS subscription of 1920 hours, running from January to December. At the end of March, the unused part of 1/4th of 1920 hours (= 480 hours) expire. In other words, if Customer has used 400 hours by the end of March, the difference between 400 hours and 480 hours (= 80 hours) expires at the end of March, leaving Customer with 1440 available hours from April.) If the Term is other than annual, the Total Hours will expire ratably quarterly over the Term.
3. Unless set forth otherwise in the Agreement, at the end of any Term, the AMS subscription described in the applicable Order Form will auto-renew for a period of twelve (12) months, unless (i) Customer notifies APTTUS at least forty-five (45) days in advance of their intent not to renew; or (ii) renewal Order Form(s) have already been negotiated. The fees for the auto-renew Term will increase by 5% over the prior twelve (12) months.
4. The amount of hours required in order to complete a Customer request may be estimated in a level of effort document ("Level of Effort"). The Level of Effort is an estimate only. The actual hours used may be less, or more, than the original estimate. If the actual hours exceed the hours available to the Customer for the then current period of time, additional AMS hours may be purchased at the rate of \$350 per hour via a separately executed Order Form. Unless otherwise set forth in such separate Order Form, the additional AMS hours shall expire coterminous with Customer's then existing AMS hours. Upon request, Customer will provide APTTUS with requirements and other detailed information (including cases, deployment plans, and further documents) in connection with Customer's request in order for APTTUS to be able to provide a Level of Effort.
5. Customer is responsible for thoroughly testing an AMS implementation in sandbox and production orgs and will provide written approval and acceptance of the implementation upon successful completion. Any change or adjustment to the implementation thereafter requires a new Level of Effort and is not covered under the original Level of Effort.
6. Some Customer requests may, depending on their complexity or size and in APTTUS' sole discretion, not be covered by AMS and be referred to the APTTUS Professional Services team, including, without limitation, integrations (will be referred to the APTTUS Professional Services team), and training classes (will be referred to the APTTUS University and Training team).
7. Customer will grant AMS representatives full admin access to the production and sandbox orgs necessary for the provision of AMS. AMS representatives may provide temporary access for, consult with, or assign work to, other APTTUS employees such as engineers, developers, or product managers from time to time in order to complete Customer's request.
8. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any

other activities directly related to the Customer request will be logged as billable time.

9. All AMS is performed remotely (there will be no travel).
10. AMS hours of coverage are between 7 AM and 4 PM PT (or Customer's time zone as mutually agreed upon) during work weeks (Monday through Friday, except Holidays).
11. A named AMS representative may be temporarily replaced by another AMS representative in case of vacation, training assignments, or similar absences.
12. APTTUS may refuse to perform a Customer request due to high risk or any other relevant reason. APTTUS is not responsible for any financial loss incurred by Customer resulting from any change implemented in their Salesforce.com or APTTUS environments by AMS.