

Apica Services

The following service descriptions and additional terms are applicable to the purchase, subscription and use of Apica services and products (Services) and Professional Services, and shall be deemed incorporated into the Order Form for Services and/or Statement of Work for Professional Services as in effect between the Customer and Apica. Apica retain the right to make changes to the Services and this Description. Nevertheless, Apica shall only make changes that do not negatively impact the Customers, and shall apply generally to all Customers. Detailed descriptions, specifications etc for all Apica Services will be provided from Apica representatives.

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1. 1. APICA Monitoring Services

General: Apica WebPerformance™ monitors web applications from the Internet and end-user perspective.

No installation: WebPerformance is software as a service (SaaS) and no installation is required. All the monitoring is made from Apica's agents around the world. The Customer has access to a web interface to manage the monitoring, reports, alerts etc. The Customer can also create different users with different dashboards.

Global Monitoring: Apica has over 350 agents worldwide and the Customer can measure from the Customer or end-user perspective, wherever they are in the world.

Alerts: The Customer can setup alerts by SMS or mail and is included in the Services.

Apica Real Browser Check: ApicaWatch executes a real web browser and renders the whole web page in a real browser including images, JavaScript, style sheets etc. Every component is measured and the Customer can see how long third party components took as well.

Apica Real Browser Check (Scenario / Selenium): ApicaWatch executes a real web browser and renders the whole web page in a real browser including images, JavaScripts, style sheets etc. With ApicaWatch scenario you can monitor a whole transaction flow as log in function, booking flow etc. in a real browser. Every component is measured so you can see how long your third party components took, such as Facebook, Google analytics etc. When an error occurs, a screen capture is performed, so you can see exactly what the page looked like.

Basic (URL-Checks): Apica WebPerformance™ basic monitoring includes ping, port or just verifying that a web site is responding.

Internal Agent: With an internal agent you can monitor your uptime / response time from behind your firewall.

Support: Basic support.

1. 2. LOAD TESTING Services

General: Apica's LoadTest™ establishes the performance capacity of your web site under critical load volumes. Some of the following questions are answered via Load Testing Services:

Peak Test: What is the maximum number of page views your site can handle during a short interval of time? What are the response times near maximum load? At what levels do serious faults emerge? Does the system recover when load is reduced, or is there a need for rebooting?

Response times at various loads: By increasing the load on an application, we may analyze and report via detailed performance graphs how response times and transaction frequencies correlate with the load.

Bandwidth analysis: How does the bandwidth usage vary with the load? Is bandwidth a bottleneck in your environment?

Bottleneck analysis: Are there specific URLs or objects that account for a large share of the response times at high loads? Are there specific resources in the IT infrastructure (i.e. load balancer, front end web servers, databases, CPU, memory etc.) that account for a large share of the response times at high loads?

Apica's Global Load Test Cluster Infrastructure: Apica has a distributed load test cluster in all major cloud providers, private datacenters, as well as Apica's very own datacenters. This enables any variation of geographical testing.

Apica's Self-Services Load Test Portal: Apica provides a web-based portal that enables customers to re-run load test scripts on an ongoing basis according to their subscription level. This rerun portal is useful for in house performance teams who want to leverage Apica's global load test clusters for ongoing testing after the initial script development has been completed. The rerun portal is limited according to the subscription level purchased. The typical limitations are the following: Geographic Locations, Number of Virtual Users, and additional features within the portal.

Apica ProxySniffer: Apica ProxySniffer is a leading load test script creation and execution software solution designed for all load-test practitioner levels. The software automatically generates load test scripts and scenarios by pre-recording real end-user behavior scenarios. Users easily generate and run test scripts with no programming required. Results provide insight into Web application performance, infrastructure limits and more.

Support: Basic support

1. 3. On-Site Support Package

Apica On-Site Professional Services Support Package is a professional service designed to complement standard support services with a higher level of technical expertise based on Customer requirements.

The On-Site Professional Services Support Package will include but not be limited to adding new product functions requested by Customer fitting into general Apica product development strategy, providing support for error-analysis on performed load

tests, providing support for configuring Apica solutions and tuning appropriate load generators or monitoring agents, analysis and enhancement of Apica solution product features, and Apica solutions product training.

1. 4. OFF-Site SUPPORT Package

Apica Off-Site Professional Services Support Package is a professional service designed to complement standard support services with a higher level of technical expertise based on Customer requirements.

The Off-Site Professional Services Support Package from one or many Apica employees designated by Apica includes but is not limited to up to a specific set of hours of on-call testing support per month, 24×7 technical email support, bi-weekly status conference calls, full scripting and Apica ProxySniffer support, complete web portal for monitoring and testing with recurring reports and alerting, and new check location provisioning including completely new agents.

1. 5. Professional Services

Unless otherwise defined, the capitalized terms shall have the same meaning as such terms in the Apica General Terms and Conditions located at www.apicasystem.com/terms (General Terms). As used in herein, “Professional Services” or “Professional Services” shall mean the professional services described herein or in a Statement of Work (SOW) referencing the General Terms. The terms set forth for Professional Services are intended to supplement, not replace, the General Terms, and in the event of a direct conflict between the General Terms and the terms for Professional Services (as contained herein and in applicable SOW), the terms for Professional Services shall control with regard to the subject matter addressed. In addition to the General Terms, the following additional terms and conditions shall apply to any Professional Services provided by Apica:

Professional Services: Apica shall provide the Customer with Professional Services as specified in the Statement of Work (SOW) specifying (a) the Services to be performed and Deliverables, (b) Delivery/Performance Schedule. (c) Fee Schedule and expenses, Payment Terms and incorporated herein by this reference. The Customer may engage Apica to provide additional Professional Services by entering into additional SOW which specifically reference the General Terms and are signed by both Parties.

Fees: The Customer shall pay Apica as set forth in the SOW, and reimburse Apica for all reasonable travel meal, accommodation and other related out-of-pocket expenses actually incurred in connection with its performance of the Professional Services. The Customer is responsible for all taxes, duties, and customs fees imposed on or with respect to the Professional Services, excluding taxes based on Apica's income. The originals of all invoices and related back-up documentation shall be sent to the address specified SOW, together with true and correct copies of each such invoice and all back-up documentation. The fees set forth in the SOW and the reimbursement of expenses constitutes Apica's entire remuneration for its performance of the Professional Services under such SOW.

Approval of Employees and Subcontractors: The Customer shall have the right to approve, in advance, any Apica's employees, including employees, consultants and independent contractors (the Apica's Employees) assigned to perform the Professional Services. The Customer shall have the right to request that any Apica's Employees be removed and replaced, immediately upon receipt of notice, if any such person fails or refuses to perform the Professional Services in a timely, professional and competent manner, and as otherwise required by the applicable SOW. Apica may not subcontract with third parties to perform any part of the Professional Services without the Customer's express written consent not to be unreasonable withheld. In all cases, Apica shall enter into a written agreement with any such subcontractor, which provides for obligations of indemnification and confidentiality that provide the Customer with at least as much protection as those set forth in the General Terms, including without limitation, the terms for Professional Services. Any subcontractor's employees shall be deemed Apica's. Apica shall not be relieved of any obligations by virtue of performance of any Professional Services by a subcontractor.

Security and Safety Requirements: At all times while on the Customer premises, Apica's Employees shall comply with applicable and reasonable security and safety rules, as directed by the Customer.

Equipment and Tools: Except as expressly set forth in a SOW, Apica will provide all equipment and tools necessary to perform the Professional Services, including without limitation all personal computers and similar equipment.

Change Orders: Either Party may initiate a change order (as defined below) as a result of a change of project scope and cost, an increase or change to project Deliverables (as defined in Section 9 below), scheduling changes, and/or technology limitations. The Parties shall comply with the following procedures related to any such Change Order: (a) The requesting Party shall submit to the other Party a written

request for any change (Change Order). (b) As soon as reasonably possible after receipt of any such Change Order, and in any event not more than 10 days after receipt thereof, the receiving Party shall provide the requesting Party with a written statement offering to perform consistent with the Change Order, or proposing modifications to the Change Order, or rejecting the Change Order. Any statement offering to perform or proposing modifications to the Change Order will include detailed information as to the availability of resources, and the impact, if any, on the time for completion of Professional Services or the delivery of any Deliverables and/or the cost of the Professional Services. (c) Each Change Order shall be signed by the authorized representatives of each Party and shall constitute a formal modification to and become a part of the SOW. In no event shall the SOW, and/or the terms for Professional Services contained herein be deemed amended except through a Change Order approved by authorized representatives of each Party in accordance with the provisions as described herein.

Term and Termination: Term and termination of Professional Services shall be in accordance with applicable SOW. Either Party may terminate or all SOW at any time, upon written notice, if the other Party materially breaches any of its obligations herein and such breach is not remedied within 30 days after written notice thereof by the other Party. The Customer may terminate any or all SOW without any reason by giving 10 days written notice to Apica. If the Customer terminates any SOW for convenience, it will pay Apica all undisputed fees and expenses for Professional Services rendered prior to the effective date of termination, all accepted Deliverables, and a prorated amount for any partially completed Deliverables under that SOW. Upon receipt of any notice of the Customer's election to terminate any SOW, Apica will promptly take all steps necessary and appropriate to mitigate further fees and expenses being incurred.

Deliverables; Acceptance of Deliverables: Deliverables means all software, documents, reports, summaries, schedules, plans, notes, supporting materials, recommendations, drawings and other similar works of authorship specifically developed for the Customer, whether in hard copy or electronic form, to be provided by Apica to the Customer or prepared by Apica for the Customer as Professional Services pursuant to the terms herein and any SOW issued hereunder. The Customer will inform Apica in writing within 10 business days of receipt of the Deliverable, whether it accepts or rejects any Deliverable. If the Customer rejects the Deliverable, Apica shall correct and re-deliver the rejected Deliverable within 10 business days after receipt of the Notice. The Customer will, within 10 business days after such re-delivery, accept or reject the Deliverable in accordance with the foregoing procedure, which procedure will be repeated until the Customer either accepts the Deliverable or terminates this SOW. The Customer may reject any Deliverable that does not comply

with the applicable SOW and/or with the Customer's standards. If the Customer fails to notify Apica within the specified time, the Customer will be deemed to have accepted the Deliverable.

Insurance: Unless agreed otherwise between the Parties, the provisions of Insurance in the General Terms shall apply to all Professional Services.

Indemnity: The provisions of Indemnification in the General Terms shall apply to all Professional Services and Deliverables provided by Apica under any and all SOW, and any reference therein to Professional Service, Deliverables and/or Documentation shall be deemed to include Deliverables and Professional Services for the purpose of determining the scope of Apica's obligations.

Additional Warranties: The warranties set forth in the General Terms, shall also apply with regard to any Deliverables or Professional Services provided by Apica. In addition, Apica represents and warrants that: (a) the Professional Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by good, and sound professional procedures; and (b) the Professional Services and shall be completed in accordance with applicable specifications and SOW and shall be correct and appropriate for the purposes stated therein.

Ownership: Except as otherwise provided in a SOW signed by an authorized representative of the Customer, the Customer shall own all right, title and interest in all Deliverables provided or generated to the Customer by Apica under each applicable SOW. Apica owns all right, title and interest in, and may in the course of providing Professional Services hereunder use, provide, modify, create or acquire rights in, various ideas, concepts, techniques, know-how, programs, systems, methods, methodologies, procedures, and processes (Apica's Technology); provided, however, that in no event shall Apica create or acquire rights in, or be entitled to use for the benefit of any third party, any Apica Technology to the extent it includes the Customer Confidential Information. Each Party shall own all rights, title and interest in, any and all of its ideas, concepts, techniques, know-how, programs, systems, methods, methodologies, procedures, and processes that it acquired or developed prior to applicable SOW, and neither Party will acquire any right, title, or interest by virtue of its performance in the intellectual property rights of the other Party.