

**GOVERNMENT TECHNOLOGY AGENCY
EXHIBIT C: ADDITIONAL CLAUSES & INFORMATION
FOR
APEX Cloud**

This exhibit must be read together with the MOU.

Description

1. APEX Cloud is a centralized API Management solution that help agencies to simplify the management, security, and adoption of their APIs. It includes the API Gateway, API Manager Portal, API Developer Portal and other products that may be offered by APEX Cloud.
2. In this exhibit, APEX Cloud is referred to as the “Services”.
3. The Services require the use of [TechPass](#) and [SEED](#). The terms are at the following links and you shall comply with them, where applicable:
 - 3.1. TechPass Terms of Use and Privacy Statement: <https://docs.developer.tech.gov.sg/docs/techpass-user-guide/terms-and-policies>
 - 3.2. SEED Terms of Use and Privacy Statement: <https://docs.developer.tech.gov.sg/docs/security-suite-for-engineering-endpoint-devices/additional-resources/terms-and-policies>

2. Term and Termination

1. The Minimum Commitment Period is three (3) consecutive months.
2. The Subscription Term will commence as stipulated Exhibit B. The Subscription Term will continue indefinitely until terminated, unless the Agency is on a Trial Period.
3. In the event the Agency requests a suspension of the Services, GovTech shall have the right to charge the Agency for any costs incurred by GovTech to provision resources in advance. This right is without prejudice to Clause 8.6 of the UST.
4. You shall use the Services and the resources available within the Services responsibly and shall not do anything that imposes an unreasonable or disproportionately large load on the Services or GovTech’s servers. GovTech shall have the right to immediately stop,

suspend, terminate and/or withdraw such resources or access to the Services without any prior notice if you breach this responsibility.

3. Change in Requirements

- 3.1.** The Agency may make a request to change its requirements through the Engineering Suite Console or the Services' Portal. GovTech may at its sole and absolute discretion agree to or reject the request. Factors that are relevant to GovTech's decision may include whether the request decreases the amount of Services during the Minimum Commitment Period, if any.
- 3.2.** If GovTech accepts the request, the change in requirements shall be subject to the terms of the MOU and the availability of the resources for the remainder of the Subscription Term at the time the change is exercised.
- 3.3.** If GovTech were to accept the request, GovTech will confirm the request through the Engineering Suite Console. You may view it through the platform for your records. For clarity, such change in requirements will not require the parties to re-execute the MOU.

4. Expenses

- 4.1.** The prevailing rates of APEX Cloud can be found at <https://go.gov.sg/apexcloudpricing>.
- 4.2.** Prices indicated above are not inclusive of 7% GST. You agree to reimburse GovTech for any GST.
- 4.3.** You agree to pay the Expenses for APEX Cloud at the prevailing rates at the time of provision of the Services. GovTech will not be required to provide you with a notice for a change in such rates but will notify you at least one (1) month in advance of any increase in the rates.
- 4.4.** GovTech may in its discretion waive Expenses incurred by you only for the month your subscription to the Service commences. Charging of Expenses will thereafter continue as per normal from the next month onwards.
- 4.5.** For Services that are not billed on a metered usage basis, changes to the Expenses for changes in the quantity of Services subscribed will only be effected in the month following the month the change in quantity occurred. For example, if the quantity of Services increases or decreases in the month of May, the corresponding change to the

Expenses will only be effected in the month of June onwards. The Expenses for the month of May will not reflect the change in quantity.

5. Service Level Target

During the period of the Subscription Term, GovTech will provide:

Help Desk Support

Help desk support will be provided 24 hours a day, 7 days a week.

Service Level Agreement

The Services will achieve System Availability (as defined below) during each calendar month of the Subscription Term.

Environment	Key Components	System Availability
Production	API Gateway API Manager API Portal	99.5%
Staging	API Gateway API Manager API Portal	95%

“System Availability” means, in relation to Production environment only, the number of minutes in a month that the key components of the Services are operational as a percentage of the total number of minutes in such month, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure (c) malicious attacks on the system, (d) issues associated with the Agency’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver or receive Services because of acts or omissions of Agency. GovTech reserves the right to take the Service offline for scheduled maintenance for which Agency has been provided reasonable notice and GovTech reserves the right to change its maintenance window upon prior notice to the Agency.

6. Third Party Schedule

You shall comply with all applicable terms and conditions at the following links:

- 6.1 Axway General T&Cs (services & support): [https://www.axway.com/sites/default/files/Legal_documents/License_general_conditions/Axway_General_Conditions_version_april_2014_eng_\(Singapore\).pdf](https://www.axway.com/sites/default/files/Legal_documents/License_general_conditions/Axway_General_Conditions_version_april_2014_eng_(Singapore).pdf)

- 6.2 Axway Subscription agreement (software): https://www.axway.com/sites/default/files/Legal_documents/Subscription_general_conditions/Axway%20Subscription%20Services%20terms%20and%20conditions%20SG_eng%20v1.0%20sws.pdf

7. No usage for confidential software or information

The Services shall not be used for software or information classified confidential or above.

8. INTENTIONALLY LEFT BLANK

9. Published APIs

In relation to Clauses 3.3.1 – 3.3.10 of the UST, all references to the “Services” shall be deemed to include any and all APIs published on or through the Services, including but not limited to APIs published by GovTech or any third party.