

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

This exhibit must be read together with the MOU.

**1. Description**

- 1.1. 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.
- 1.2. In this exhibit, APEX Cloud is referred to as the “Services”.
- 1.3. The Services require the use of [TechPass](#) and [SEED](#). The terms are found [here](#) (TechPass) and [here](#) (SEED) and you shall comply with them.

**2. Term and Termination**

- 2.1. The Minimum Commitment Period is three (3) consecutive months.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. Upon termination of the Services or this MOU, all of the Agency’s data (e.g. user accounts and access, APIs, API subscriptions, applications, etc.) related to the Services will be deleted and wiped away. The Agency will have the responsibility to keep a copy of their data to meet data retention policies.

### 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. All prices are exclusive of any GST chargeable on the supply of goods, services or works to you by GovTech under this MOU. You shall reimburse GovTech for any GST chargeable by GovTech on the supply by GovTech of goods, services or works under this MOU. "GST" means goods and services tax charged under the GST Act, and "GST Act" means the Goods and Services Tax Act 1993.
- 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. The Agency is responsible for monitoring its usage of the Services. GovTech shall have the right to charge the Agency for any excess usage or breach of any quota and does not have to take into account any previous underutilization of the Services by the Agency.
- 4.5. Subscription Administrators will have the responsibilities as listed [here](#). The Agency warrants and represents that its Subscription Administrator(s) have the authority to bind the Agency at all times. GovTech may amend the responsibilities and information in the list with one month's prior written notice to the Agency.

## 5. Service Level Target

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

5.1.1. System Availability (as defined below) during each calendar month of the Subscription Term.

Type	Systems	System Availability
Core Systems	API Gateway	99.5%
Non-core Systems	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.

5.1.2. Any patches, updates, or upgrades as GovTech deems necessary from time to time.

5.1.3. Help desk support 24 hours a day, 7 days a week.

5.2. Notwithstanding the above Service Level Targets and Service Availability, the Agency using the Services shall review their Business Continuity Plan (BCP) / Disaster Recovery (DR) plans to ensure that their operational needs can still be met.

## 6. Third Party Schedule

6.1. Please note that the Services contains, uses or allows the use of the following software from Third Party Providers:

6.1.1. Axway Amplify API Platform

6.2. In addition to the terms of the MOU, you shall comply with the following:

6.2.1. 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)

6.2.2. 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](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. Free of Charge Usage Periods

- 9.1. GovTech may in its sole and absolute discretion waive Expenses for a temporary period pending determination of the pricing for the Services (the “**FOC Period**”).
- 9.2. GovTech will give you one (1) month’s prior written notice before the expiry of the FOC Period. Upon expiry of the FOC Period, the Expenses as determined by GovTech shall apply. The quantum of the Expenses will be made known to you in the said notice.
- 9.3. If you do not agree with the Expenses, you shall notify GovTech within two (2) weeks of receiving the notice from GovTech under Clause 9.2 indicating your intention to terminate the MOU. Upon GovTech’s receipt of your notice to terminate under this Clause, the MOU shall terminate upon expiry of the FOC Period and Clause 2.5 shall apply.
- 9.4. For the avoidance of doubt, the application of the FOC Period and charging of Expenses under this Clause 9 shall not require re-onboarding or re-execution of the MOU by either party.

## 10. 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.