1. Preamble

THIS ADDENDUM is made as of [Date] (the “Addendum”)

BETWEEN

1. **[Seller]**, a company incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_, whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”)

AND

1. **[Buyer]** a company incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose business address is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”).

WHEREAS:

1. Seller and Buyer are parties to a [Name of Agreement] entered as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Agreement”); and
2. Seller and Buyer wish to amend certain provisions of the Agreement in relation for provisioning, ordering and supply by using Seller Mplify Lifecycle Orchestration Services Application Programming Interface Service (“API Service”) under the Agreement.
3. Seller may offer the API Service to Buyer.
4. Unless the context requires otherwise, words and expressions defined in the Agreement shall have the same meaning when used herein.

This Addendum is supplemental to the Agreement and, save as expressly provided herein, all provisions in the Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties agree that in the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall supersede and replace any inconsistent term in the Agreement.

1. Definition(s)
   1. “Agreement” means the contractual arrangement between the parties making use of the APIs and outlining the terms and conditions applicable to the services the API transactions relate to
   2. “API(s)” or “API Service(s)” or “Application Programming Interface” means all interfaces and associated data models, including but without limitation, all associated features, functionality, application flows and data elements, which enables Buyer’s system to access, connect to and communicate with the Seller’s system, and to carry out automated transactions between the Parties.
   3. “Access Credentials” mean the necessary security keys like username, or user ID and password, token, keys or any other authentication tools which are made available by the Seller to the Buyer, or the Buyer to the Seller, to securely access and use the API Services.
   4. “Addendum” means this document.
   5. “Backward Compatible” means all features, outputs or functions previously performed and/or supported by the API (prior to any change), including all features, outputs or functions available through interoperating, inter-working and/or inter-managing with third party equipment/software/products or services, that will remain available in the same way and with the same outputs and fully accessible in the same way and through the same inputs with a replacement or updated version.
   6. “Best Effort” is as defined in article 4.3
   7. “Buyer” means the party buying services from the other party, the Seller, through the use of the API Services
   8. “Effective Date” is the date this Addendum is executed by the parties
   9. “Malware” means a malicious piece of code or data payload transmitted between the parties, willfully or negligently, which may cause a disruption of the systems of either party. Malware typically consists of programming designed to disrupt or deny operation, gather information that leads to loss of privacy or exploitation, gain unauthorized access to system resources, and other abusive behavior.
   10. “Seller” means the party selling to the Buyers services through the use of the API Services
   11. “Service” means the Seller services, as detailed in a transaction between the Buyer and the Seller.
2. Effective Date
   1. This Addendum takes effect on \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”).
3. Terms and Conditions
   1. Seller and Buyer agree to abide by the relevant technical standards as published by the Mplify Alliance.
   2. Seller shall provide Buyer Access Credentials supporting authentication-based access to Seller’s API service in accordance with MEF 128, or its successor technical standards. The Access Credentials provide Buyer with ability to view and utilize the Seller’s available APIs that are authorized for use by Buyer.
   3. The API is offered as a Best Effort service to enable digital access to certain information. For the purpose of this addendum, “Best Effort” means reasonable effort and/or endeavor to provide a platform for the purposes of conducting key business transactions; but, without any uptime guarantees or rebates or consequences of any kind due to the platform or any of its associated functionalities not being available for any period of time, or any malfunctioning.
   4. Both Parties will:

be responsible for the security of their own systems;

not knowingly transmit any Malware through the use of the APIs or introduce Malware into any data or message sent to the other Party or into the other Party's system;

make reasonable efforts to scan ingress and egress API flows for Malware in line with good industry practice and eliminate detected Malware from the flows.

* 1. Seller will provide a mechanism to Buyer whereby incidents can be reported and trouble tickets created to track the incident and its resolution. Seller will work on reported issues in a timely manner and escalate when necessary to the appropriate support team. Seller will communicate any planned and unplanned outages in a timely manner.
  2. Buyer will provide a mechanism to Seller whereby incidents can be reported proactively by Seller, or where Seller can report incidents on its API Services caused by transactions and associated payloads initiated by Buyer. Buyer will work on reported issues with its transactions in a timely manner and escalate when necessary to the appropriate support team. Buyer will communicate appropriately to Seller any planned or unplanned outages in a timely manner.
  3. Both parties will communicate to each other in a timely manner any planned or emergency maintenance activity affecting the API Services. For planned maintenance, a 15 days upfront notice is desirable.
  4. Buyer shall be responsible for all activities carried out via the APIs by its authorized users, including subcontracted third parties of the Buyer.
  5. Data protection, data security and confidential information handling is governed by the relevant terms and conditions of the Agreement.
  6. If the Buyer purchases any Service through the Seller API, or carries any transaction (such as raising a trouble ticket) the terms and conditions of the underlying Seller Service shall apply to such purchases or transactions
  7. Buyer will not use the API Service in an abusive manner, including but not limited to, flooding the API Service with excessive requests that would render the Seller API Service inoperant (denial of service type of attack), or in a systematic manner, attempting to syphon information from Seller Services offerings (like reverse-engineer the footprint and price book logic of Seller).
  8. If Seller detects that the API Services has provided inaccurate responses to transactions, Seller should notify the Buyer as soon as possible of such incident. The parties will discuss in good faith how to resolve the consequences of such inaccurate responses.

1. Service Levels
   1. Seller will use commercially reasonable effort to make the API Services available with a monthly uptime percentage of at least 99.95% during any calendar month. Monthly uptime percentage is calculated as maximum available minutes less downtime divided by maximum available minutes multiplied by 100.
   2. Seller will not provide API Service credits in case the monthly uptime percentage is not met. Seller will not be liable for consequential damages incurred by Buyer resulting from missing the monthly uptime percentage objective.
   3. The Service commitment does not apply to unavailability or performance issues caused by factors outside of Seller’s reasonable control, voluntary actions or inactions by Buyer or its users.
2. Upgrades
   1. If either party plans to modify or upgrade the API Service, any material change needs to be introduced in a coordinated manner to be mutually agreed and successfully tested by the parties before moving to production. Both parties are entitled to make minor unilateral changes to their respective implementations of the API Services, as long as they remain Backward Compatible with the version that was mutually agreed upon by the parties when moved to production.
3. Termination and Suspension
   1. Either party shall have the right to discontinue the use of the API related Services if the other party replaces the version in use by a new version that is not acceptable to the other party.
   2. Seller may at any point in time suspend or restrict the availability of all or any part of an API for operational reasons, giving Buyer at least fifteen (15) days’ notice in advance of any such suspension or restriction.
   3. Seller is entitled to terminate this service upon at least thirty (30) days advance notice of termination.