Addendum to the standard contract for AWS Marketplace

This Addendum (this "Addendum") is part and parcel of the Standard Contract for AWS Marketplace (the "Standard Contract"), as applicable, between a Buyer and a Licensor and amends the Standard Contract as set forth here. The Addendum shall be read with the Standard Contract and all the other terms of the Standard Contract shall be in full force and effect and shall continue to apply as per the terms contained therein.

The Buyer and the Licensor are individually referred to as a "Party" and collectively as the "Parties". Unless otherwise expressly defined in this Addendum, all capitalized terms herein shall have the meaning ascribed to them in the Standard Contract.

The Parties' obligations under this Addendum are in addition to those set forth in the Standard Contract. In the event of a conflict between the terms and conditions of this Addendum and the Standard Contract, this Addendum will prevail.

1. Buyer's Indemnity

Clause 9.2 of the Standard Contract shall stand deleted and be replaced with the following clause:

"Notwithstanding anything to the contrary contained in the Standard Contract, the Buyer agrees to defend, indemnify, and hold Licensor and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Buyer's: (i) breach of its obligations under the Standard Contract; (ii) gross negligence or willful misconduct; (iii) actual or alleged use of the Software in violation of terms of the Standard Contract or applicable law by Buyer or any authorized users; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Licensor by the Buyer or otherwise inputted into the Software, whether by the Buyer, an authorized user or otherwise including Buyer Work Product (as defined below); and/or (v) any violation by Buyer or its authorized users, of any terms, conditions, agreements or policies of any third party service provider. "Buyer Work Product" means that data and those forms developed or acquired by Buyer for internal business purposes independent from Licensor or the Licensed Materials."

2. Limitations of Liability

Clause 8.1 of the Standard Contract shall stand deleted and be replaced with the following clause:

"Notwithstanding anything to the contrary contained in the Standard Contract and subject to section 8.2 of the Standard Contract, in no event will (a) either party be liable to the other party for any indirect, special, punitive, incidental or consequential damages arising out of or in connection with the Standard Contract, even if advised of the possibility of such damages, and (b) either party's aggregate liability under the

Standard Contract including but not limited to any liability arising from any security breach by the Licensor and any liability under Section 9 of the Standard Contract, whether such damages are based in contract, tort or other legal theory, exceed the amount of the fees paid by the Buyer under the Standard Contract, in the 12 months preceding the event giving rise to the damages."

3. Special Cap for Security Breach.

Clause 8.4 of the Standard Contract shall stand deleted.

4. Insurance

Clause 11 of the Standard Contract shall stand deleted and be replaced with the following clause:

"*Coverages. Either Party will obtain and maintain appropriate insurance necessary for implementing and performing under the Standard Contract in accordance with applicable Law and in accordance with the requirements of this Section. Notwithstanding anything to the contrary contained in the Standard Contract, the Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of the Standard Contract and for one year after:*

- i. *Comprehensive General Liability insurance, pertaining to bodily injury, personal injury, contractual liability, property damage and products/ completed operations, with a limit of $ 1 million per occurrence and in the aggregate;*
- ii. *Professional Liability insurance, covering liabilities for financial loss resulting or arising from errors or omissions in rendering services under the Standard Contract, with a minimum limit of $ 2 million per occurrence and in the aggregate;*
- iii. *Network/Cyber Liability/E-commerce Insurance, providing for protection against liability for acts, errors or omissions arising out of services under the Standard Contract, with a limit of $10 million per occurrence and in the aggregate:*
- iv. *Umbrella Insurance - The limits of insurance may be satisfied by combination of Comprehensive General Liability and umbrella/excess insurance with a limit of $ 5 million.*

Certificates and Other Requirements. Prior to execution of the Standard Contract and annually thereafter during the term, Buyer may request the Licensor to furnish to the Buyer a certificate of insurance evidencing the Coverages set forth above."

5. Refund of Fees due to Termination for Cause by Buyer

The following clause shall be added to the Standard Contract as Clause 10.3.1 and shall read as follows:

"The Subscription or the Standard Contract can be terminated (for cause) if and only if there is:

(i) a complete or substantial failure in implementation of the Software or
(ii) complete or substantial failure in rendering of majority of the functionalities of the Software

The Buyer shall be required to provide documentary / other sufficient evidence to establish (i) or (ii) above and thereafter the Licensor shall agree to a remedial plan to resolve such failure, within a reasonable time frame.

In the event, the Licensor is unable to provide a remedial plan or the Licensor agrees in writing that it shall not be able to provide a remedial plan to resolve (i) or (ii) above, a pro-rata portion of the fees paid (determined based on unused subscription) shall be duly refunded to the Buyer by the Licensor. The refund under this Section shall be the sole and exclusive remedy of the Buyer for such Software failure or non-performance by the Licensor under the Standard Contract.

Notwithstanding anything to the contrary contained in the Standard Contract, the Licensor shall not be under any obligation to refund any fee to the Buyer under the Standard Contract, except as stated in this Clause 6"

6. Security Addendum for Standard Contract for AWS Marketplace (Basic Security Requirements) shall be replaced by the standards and provisions set out in here .