<center>**CONTRACT FOR AWS MARKETPLACE**</center>

1.   Scope.

      1.1   Terms and Conditions. This Contract for AWS Marketplace (the "**Contract**") sets forth the terms and conditions applicable to the licensing of Software from the licensor ("**Licensor**") by the Party subscribing to the Software ("**Buyer**") through the AWS Marketplace via a Contract Listing. The offer of the Software as a Contract Listing on the AWS Marketplace, and Buyer's purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party's respective acceptance of this Contract and their entry into this Agreement (defined below). Unless defined elsewhere in this Contract, terms in initial capital letters have the meanings set forth in Section 12. Buyer and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**".

      1.2   Software Subscription. Buyer will purchase a Subscription as set forth in the Contract Listing in accordance with this Agreement. Licensor will supply and sell the Subscription to Buyer, or Buyer may purchase the Subscription from Licensor's authorized reseller ("**Reseller**"). A Subscription, as described in the applicable Contract Listing, may be for Software deployed via SaaS ("**SaaS Software**"). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable Contract Listing. A Subscription may be provided on a Metered Pricing, Entitlement Pricing or other basis through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the applicable Contract Listing. For Subscriptions provided on a Metered Pricing basis, upon request by Buyer, Licensor will provide sufficient documentation from its books and records to allow Buyer to verify the metered usage charged to Buyer for the Subscription.

      1.3   Taxes. Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. Licensor may charge and Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Buyer will receive a compliant tax invoice, where required. Licensor will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Buyer will provide such information to Licensor as reasonably required to determine whether Licensor is obligated to collect Taxes from Buyer. Licensor will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Licensor), any such Tax or duty for which Buyer furnishes Licensor a properly completed exemption certificate or a direct payment permit certificate or for which Licensor claims an available exemption from Tax. Licensor will provide Buyer with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

      1.4   Agreement. Each Subscription is subject to and governed by this Contract, the applicable Contract Listing, the terms and conditions of the NDA (if any), the Privacy and Security Terms for SaaS Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Licensor (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the parties; (b) the Privacy and Security Terms for SaaS Subscriptions; (c) the NDA (if any); (d) this Contract; and (e) the Contract Listing.

## 2.	Licenses.

### 2.1	Licensed Materials.

2.1.1	Licensor hereby grants to Buyer, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 11.6), nontransferable (except in connection with an assignment permitted under Section 11.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the SaaS Software and SaaS Service, to access, receive and use the SaaS Software and SaaS Service in accordance with the applicable Contract Listing and to allow its Users (subject to all applicable limitations on the number of permitted Users as set forth in the applicable Contract Listing) to access, receive and use the SaaS Software and SaaS Service.

2.1.2	Buyer may use the Software and, as applicable, the SaaS Service, only: in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s), in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates), and in connection with Buyer's and its Affiliate's interactions with Users.

2.1.3	Buyer may make a reasonable number of copies of the Documentation as necessary to use such Softwarein accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

**2.2	Affiliates and Contractors.** With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

**2.3	Restrictions.** Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as required to be permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; (g) permit access of any kind to the Licensed Materials to any third party, (h) use the Licensed Materials or Services for any illegal purpose, or in violation of any local, state, national, or international law, (i) violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights, (j) otherwise interfere with security-related features of the Licensed Materials,. Moreover, Buyer may not access the Licensed Materials or otherwise use a Subscription if Buyer is located in a territory where U.S. businesses are prohibited from engaging in business (such as Cuba, Iran, North Korea, Sudan, or Syria) or if the Customer has been designated a Specially Designated National, Denied Person, or Denied Entity by the U.S. government; (k) perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the accounts of others without permission, or falsifying information pertaining to Buyer or any User; or (l) attempt to do any of the foregoing in this Section 2.3 or, as applicable, the additional restrictions in Section 7.1, or assist or permit any persons in engaging in any of the activities described in this Section 2.3 or, as applicable, the additional restrictions in Section 7.1.

**2.4	Open Source Software.** Subject to the requirements of Section 5.1(d), Software may contain or

be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). If Buyer's use of the Software subjects Buyer to the terms of any license governing the use of Open Source Software, then information concerning such Open Source Software and the applicable license must be incorporated or referenced in the Contract Listing or Documentation. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

     2.5   **Additional Terms.** The use of certain features of the SaaS Software may be subject to additional terms and conditions that Licensor will disclose to Buyer through the SaaS Software or that Buyer may otherwise acknowledge as part of downloading of any applicable software or applications related to the to the SaaS Software (the "**Additional Terms**"), such terms and conditions for any downloadable software or applications that Licensor may offer and service level agreements concerning the Services ("**SLAs**"). Other than additional terms disclosed or acknowledged as set forth herein, no "shrink-wrap" or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof purporting to modify the provisions of this Agreement will be binding on Buyer or its UsersFor clarity, the Software, fee structure (Entitlement Pricing or Metered Pricing), technical requirements for use of the Software, Support Services, as well as any information regarding Open Source Software or other matters set forth or referenced in the Contract Listing or Documentation shall be deemed part of this Agreement.

     2.6   **High-Risk Activities.** The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Software for High Risk Activities.

3.   **Services.**

     3.1   **SaaS Service.** If Buyer is purchasing a SaaS Subscription, Licensor will provide the SaaS Service to Buyer in accordance with the Contract Listing promptly following purchase of the Subscription and continuing until completion of the Subscription. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Software and SaaS Service ("**Keys**") as set forth in the Contract Listing.

     3.2   **Support Services.** Licensor will provide sufficient Documentation to allow a reasonably competent user to access and use the Software, and Licensor will provide Support Services to Buyer in accordance with the support plan set forth or incorporated into the Contract Listing.

4.   **Proprietary Rights.**

     4.1   **Licensed Materials.** Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other proprietary rights in or to the Licensed Materials. Any modifications, changes, and enhancements Buyer or Buyer's Users make to any of the Airbyte Connectors (as defined in the Contract Listing) shall be licensed to Licensor pursuant to the terms of the MIT License as further described in the Contract Listing.

     4.2   **Feedback.** If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), Licensor may use and incorporate Feedback in Licensor's products and services. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

5.   **Warranties.**

5.1 **Licensed Materials.** Licensor represents and warrants that: (a) for Subscriptions with Entitlement Pricing, the Software, and SaaS Service, will conform, in all material respects, to the Documentation during the Warranty Period; (b) Licensor will use industry standard practices designed to detect and protect the Software against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Software or interference with or harm to the operation of the Software or any systems, networks or data, including as applicable using anti-malware software and keeping the anti-malware software up to date prior to making the Software (including any Software provided through Support Services) available to Buyer, and for SaaS Software, scanning the SaaS Software on a regular basis; (c) the Software, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Software, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge; and (d) the Software and the SaaS Service, will conform, to the extent applicable, with then-current Web Content Accessibility Guidelines (WCAG) and any other applicable accessibility Laws.

5.2 **Services.** Licensor represents and warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.

5.3 **Remedies.** If any Software or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Software and re-perform the Services as necessary to conform to the warranties. If Licensor does not correct the Software or re-perform the Services to conform to the warranties within a reasonable time as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the unused portion of the Subscription, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

5.4 **Special Remedy for Certain Entitlement Pricing Subscriptions.** This Section applies only to a Subscription with Entitlement Pricing that is $100,000 or more other than an Excluded Subscription. "**Excluded Subscription**" means a Subscription: (a) with Metered Pricing; (b) for software for which Licensor also offers free trial use, whether subject to the Contract or other terms and conditions; (c) that is a renewal of an expiring subscription, or a new subscription for software previously licensed from Licensor by Buyer, whether on a paid, free or trial basis, and whether subject to the Contract or other terms and conditions; or (d) that increases the quantity of Buyer's then-current use of such software (e.g., additional hosts, CPU capacity, users or other metric of quantity). If, for any Subscription with Entitlement Pricing that is $100,000 or more other than an Excluded Subscription, Buyer reports a breach of the warranty set forth in Section 5.1(a) during the first 30 days of the Warranty Period, and if, following the process set forth in Section 5.3, the Software does not operate as warranted under Section 5.1(a), then as Buyer's sole remedy and Licensor's exclusive liability in lieu of the remedy available under Section 5.3, Buyer may terminate the Subscription or this Agreement without further liability and Licensor will provide Buyer with a full refund of all fees paid to Licensor by Buyer for the Subscription.

5.5 **Warranty Exclusions.** Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Buyer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Buyer or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Contract Listing or Documentation; or (d) use by Buyer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

5.6 **Compliance with Laws.** Each Party represents and warrants that it will comply with all

applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

      5.7   **Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

      5.8   **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, (1) NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, (2) LICENSOR PROVIDES THE LICENSED MATERIALS AND ACCESS TO THE SOFTWARE AND ALL RELATED CONTENT ON AN "AS IS" AND "AS PROVIDED" BASIS. SPECIFICALLY AND WITHOUT LIMITING THE FOREGOING IN ANY WAY, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION: (i) THAT ANY SERVICE OR PRODUCT OFFERED BY LICENSOR WILL MEET ANY PARTICULAR REQUIREMENTS, INCLUDING THAT SUCH SERVICES AND PRODUCTS SHALL BE FREE OF SECURITY VULNERABILITIES; (ii) THAT SERVICES OR PRODUCTS OFFERED BY LICENSOR WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT ANY DEFECTS IN ANY PRODUCT WILL BE CORRECTED; OR (iii) RELATING TO THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH YOUR USE OF THE SOFTWARE OF LICENSED MATERIALS, ANY MATERIALS OR ANY COMMUNICATIONS, DATA, INFORMATION, OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF ANY OF THE FOREGOING. THE PARTIES AGREE, AND IT IS THEIR INTENTION, THAT IN NO EVENT SHALL ANY WARRANTY PROVIDED BY LAW APPLY UNLESS REQUIRED TO APPLY BY APPLICABLE STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. TO THE EXTENT THAT AIRBYTE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THAT A PARTY CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW..

6.   Confidentiality.

      6.1   **Confidential Information.** "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure,

from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

6.2   Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3   Compelled Disclosure. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

6.4   NDA. Buyer and Licensor may agree that a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("**NDA**") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7.   Additional SaaS Service Obligations and Responsibilities. This Section 7 applies to Subscriptions for SaaS Software and SaaS Service only.

7.1   Acceptable Use. Buyer will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor's systems or networks.

7.2   Buyer Data and Buyer Materials.

7.2.1   Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

7.2.2   Buyer will obtain all necessary consents, authorizations and rights and provide all

necessary notifications in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

7.2.3   The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 11.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement, including to provide the Licensor Hosted Services (as defined in the Contract Listing) and to ensure the Licensor Hosted Services are working as intended.

7.2.4   Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Software. Licensor will provide to Buyer all passwords, codes, comments, keys and documentation necessary for such access and use of the Software, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

7.3   **System Data**. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to provide and improve the Software and Services and Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its Affiliates. Licensor will not target any development efforts, marketing, communications or promotions arising from its use of Identifiable System Data at Buyer and its Affiliates or any other person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties, but may disclose System Data not constituting Identifiable System Data in an aggregated and de-identified format that does not identify Customer or any individual.

7.4   **Use of Other Data.** Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Software as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5   **Special Data.** In the event that Buyer intends to integrate any Buyer Data considered to be sensitive or otherwise subject to specific protections under applicable laws exceeding any requirements that apply to Personal Data generally, such as, for illustrative purposes, information that is regulated by the Health Information Portability and Accountability Act, the Payment Card Industry Data Security Standard, the Gramm-Leach-Bliley Act and other U.S. federal, state, or foreign laws applying specific security standards (collectively, "**Special Data**"), Buyer shall evaluate whether the technical and organizational measures described in the Data Processing Addendum are sufficient to protect Special Data. Buyer shall not integrate any Special Data to the Licensed Materials or related systems if Customer does not determine that such technical and organizational measures are sufficient to protect Special Data in conformance with applicable laws.

7.6   **Security.** Licensor will, consistent with industry standard practices, implement and maintain commercially reasonable physical, administrative and technical safeguards and other security measures: (a) to

maintain the security and confidentiality of Buyer Data; and (b) to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure.

7.7   Data Protection Legislation.

7.7.1   Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection Laws or their implementations.

7.7.2   Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Information to Buyer or if Licensor is processing, storing or transferring Personal Information on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Law, and if the Personal Information is regarding individuals in the European Economic Area, Licensor and Buyer agree to be bound by the attached Data Processing Addendum or other terms and conditions agreed upon by Buyer and Licensor that reflect their respective legal obligations with respect to Personal Information and any applicable data transfer mechanisms. For purposes of this Agreement, "**Personal Information**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Information should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Law.

7.8   Remedies. Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of the provisions set forth in this Section 7.

8.   Limitations of Liability.

8.1   Disclaimer; General Cap. SUBJECT TO SECTION 8.2, IN NO EVENT WILL (a) LICENSOR BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE GREATER OF (i) IN THE CASE OF A SUBSCRIPTION WITH ENTITLEMENT PRICING, THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION, AND, IN THE CASE OF A SUBSCRIPTION WITH METERED PRICING, THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES, OR (ii) $50.

8.2   Exception for Gross Negligence, Willful Misconduct or Fraud. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

9.   Indemnification.

9.1   Licensor Indemnity. Licensor will, at its expense, indemnify, defend and hold harmless Buyer

and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of or relating to an allegation of infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement.

        9.2   **Buyer Indemnity.** Buyer will, at its expense, indemnify, defend and hold harmless Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**") to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted under this Agreement; (b) any unauthorized or unlawful receipt, processing, transmission or storage of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from breach of Buyer's obligations under Section 7.2.2, and (c) Buyer's violation of this Agreement, any representation or warranty referenced or incorporated herein, or any Law applicable to Buyer's conduct under this Agreement.

        9.3   **Process.** The party(ies) seeking indemnification pursuant to this Section 9 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

        9.4   **Infringement Remedy.** In addition to Licensor's obligations under Section 9.1, if the Software or other Licensed Materials is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then Licensor will at its option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Licensor cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Licensor will notify Buyer and either Party may terminate the Subscription and this Agreement, in which case Licensor will refund to Buyer any fees prepaid to Licensor by Buyer prorated for the unused portion of the Subscription. For clarity, Licensor's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if Licensor responds to an infringement Claim by accomplishing the solution in (b), Licensor will have no

obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which Licensor provided modified or replacement Licensed Materials.

9.5   Limitations.

9.5.1   Without limiting the applicability of Section 8.1 or any other limitation on liability set forth in this Agreement, Licensor will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Licensor or its Personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the Contract Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. Licensor's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Software in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the Contract Listing or Documentation is limited to Licensor's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Licensor would be responsible for a 25% share of the defense and indemnity obligations).

9.5.2   Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by Licensor in breach of this Agreement.

9.5.3   Without limiting the applicability of Section 8.1 or any other limitation on liability set forth in this Agreement, this Section 9 states the entire liability of Licensor with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any use, receipt, storage or processing thereof by Licensor.

9.6   Not Limiting. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10.   Term and Termination.

10.1   Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

10.2   Termination for Convenience. Buyer may terminate the Subscription or this Agreement without cause at any time upon notice to Licensor or using the termination or cancellation functionality available through the AWS Services. If a Subscription with Metered Pricing, Buyer will pay for all Software usage up to the time of termination. If a Subscription with Entitlement Pricing, Buyer will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the Subscription.

10.3   Termination for Cause. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. If Licensor terminates this Agreement due to a breach by Buyer, any prepaid fees shall be wholly non-refundable. If Buyer terminate this Agreement due to a material breach by Licensor, Buyer shall receive a pro-rata refund of any prepaid fees for Software usage not yet received.

10.4   Effect of Termination.

      10.4.1   Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Software licensed under such Subscription will terminate, Buyer's access to the Software and Service provided under such Subscription may be disabled and discontinued and any information that Buyer has submitted or uploaded on or through the service or that is related to Buyer's account may no longer be accessed by Buyer and Licensor will have no obligation to maintain any information in its databases or to forward any information to you or any third party.. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

      10.4.2   Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.4 (Effect of Termination), 11 (General) and 12 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11.   General.

      11.1   Applicable Law. This Agreement will be governed and interpreted under the laws of the State of California, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in San Francisco County, California, and the Parties consent to the jurisdiction of the state and federal courts located in San Francisco County, California. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

      11.2   Assignment. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets related to the Contract Listing or the assigning Party's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

      11.3   Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS REFERENCED OR INCORPORATED HEREIN OR AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

      11.4   Force Majeure. Neither Party will be liable hereunder for any failure or delay in the

performance of its obligations in whole or in part, due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action. (a "**Force Majeure Event**"). A Force Majeure Event will not excuse or suspend Licensor's obligation to invoke and follow its Business Continuity Plan in a timely fashion, and to the extent that such Business Continuity Plan was designed to cover the specific force majeure, or events caused by the Force Majeure Event, the foregoing will excuse Licensor's performance under this Agreement only for the period of time from the occurrence of the Force Majeure Event until Licensor invokes its Business Continuity Plan. If a Force Majeure Event continues for more than 14 days causing Licensor's failure to provide access to any Subscription with Entitlement Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

11.5   Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Software or Services, and in the case of Licensor, where Licensor provides the Software or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States.

11.6   Government Rights. As defined in FARS §2.101, the Software and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.7   Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.8   No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

11.9   Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

11.10   Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

11.11   Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

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11.12   Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

11.13   Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

11.14   Subcontracting. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

12.   Definitions.

12.1   "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

12.2   "**AWS Marketplace**" means the software marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

12.3   "**AWS Services**" means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

12.4   "**Buyer Data**" means all data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Software or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

12.5   "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

12.6   "**Contractor**" means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

12.7   "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable Contract Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.

12.8   "**Entitlement Pricing**" means any pricing model for SaaS Software Subscriptions where Buyer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

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12.9 "**Licensed Materials**" means the Software, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, under this Agreement.

12.10 "**Metered Pricing**" means any pricing model for SaaS Software Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Software.

12.11 "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

12.12 "**Privacy and Security Terms**" means Section 7.5 and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Contract.

12.13 "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

12.14 "**SaaS**" means a way that the Software offered by Licensor under a Contract Listing may be provisioned to Buyer where the Software is delivered to Buyer on a software-as-a-service basis. The SaaS Licensor deploys the hosted Software under Licensor's account on the AWS Services infrastructure and is responsible for granting Buyer access to and use of the Software and SaaS Service.

12.15 "**SaaS Service**" means the SaaS Software as deployed and hosted by Licensor on the AWS Service infrastructure, any software and other technology provided or made accessible by Licensor that Buyer is required or has the option to use in order to access, receive and use the SaaS Software as hosted by Licensor, including any software or technology that Buyer is required or has the option to install, operate and use on Buyer's systems for its use of the SaaS Software, and all related services, functions or responsibilities of Licensor inherent in, and necessary for, the proper performance of such software-as-a-service.

12.16 "**Services**" means all services and tasks that Licensor provides, or is obligated to provide, under this Agreement, including without limitation Support Services.

12.17 "**Software**" means the computer software identified in the applicable Contract Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Licensor provides, or is obligated to provide, under this Agreement.

12.18 "**Contract Listing**" means an offer by Licensor or a Reseller, as set forth in the detail page on the AWS Marketplace, to license Software for a specific use capacity and provide Support Services subject to this Contract, including Licensor's policies and procedures referenced or incorporated in the detail page.

12.19 "**Subcontractor**" means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.

12.20 "**Subscription**" means a subscription ordered by Buyer in the AWS Marketplace and fulfilled by Licensor for the licensing and provision of SaaS Software listed in a Contract Listing.

12.21 "**Support Services**" means the support and maintenance services for the Software that Licensor provides, or is obligated to provide, as described in the Contract Listing.

12.22 "**System Data**" means data and data elements collected by the SaaS Software, SaaS Service or

Licensor's computer systems regarding configuration, environment, usage, performance, vulnerabilities and security of the SaaS Software or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the SaaS Software.

12.23 "**User**" means an employee, non-employee worker or other member of Buyer or any of its Affiliates' workforces, Contractor of Buyer or any of its Affiliates or other person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Software as permitted under this Agreement.

12.24 "**Warranty Period**" means 30 days after Buyer's purchase of the Subscription or the term of the Subscription, whichever is shorter.

Data Processing Addendum

This Data Processing Addendum (this "**Addendum**") is part of the Contract for AWS Marketplace (the "**Contract**") between Licensor (who is the data processor) and Buyer (who is the data controller) and governs Licensor's processing of Personal Data to the extent such Personal Data relates to natural persons in the European Economic Area or Switzerland in connection with Licensor's provision of the Services it provides pursuant to the Contract. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Contract.

Processing of Personal Data

1. **Definitions**
   1.1. In this DPA:
      a) "**Data Protection Law**" means all laws that apply to the Processing of Personal Data under the Agreement, including European Data Protection Law and the laws and regulations of the United States and its states, as amended from time to time, to the extent such laws and regulations apply to the relevant party.
      b) "**European Data Protection Law**" means the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and all other privacy and data protection laws of the European Economic Area ("**EEA**"), and their respective Member States, Switzerland and the United Kingdom ("**UK**") and all laws implementing or supplementing the foregoing.
      c) "**Personal Data**" means any information that reasonably relates, directly or indirectly, to an identified or identifiable natural person that Licensor may Process on Buyer's behalf in performing the services under the Agreement.

      d) "**Processing**" (including its cognate "**Process**") means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
      e) "**Security Incident**" means a breach of security leading to the unauthorized or unlawful access by a third party, or confirmed accidental or unlawful destruction, loss or alteration, of Personal Data.
      f) "**Standard Contractual Clauses**" means (i) Module 2 of the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eurlex.europa.eu/eli/dec_impl/2021/914/oj (the "**EU SCCs**"), and (ii) where the UK GDPR applies, the EU SCCs as supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Commissioner under S119A(1) Data Protection Act 2018 (the "**UK SCCs**").
   1.2. Capitalized terms used but not defined herein have the meaning given to them in the Agreement.

2. **Scope and Roles**
   2.1. The subject matter, nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects are set out in **Annex I**.
   2.2. Licensor agrees that it will Process Personal Data only in accordance with the Agreement and this DPA. To the extent applicable, Licensor will Process Personal Data as a "processor" or "service provider" as such terms are defined under applicable Data Protection Law.

3. **Data Protection**
   3.1. When Licensor Processes Personal Data, it will:
   a) Process the Personal Data in accordance with Buyer's documented instructions as described in the Agreement or this DPA. Licensor will notify Buyer if it considers that an instruction from Buyer is in breach of Data Protection Law, unless it is prohibited from doing so by law on important grounds of public interest;
   b) assist Buyer, taking into account the nature of the Processing and the information available to Licensor, in complying with Buyer's obligations to respond to requests concerning Personal Data from individuals under applicable Data Protection Law;
   c) implement and maintain appropriate physical, technical and organizational measures to ensure a level of security appropriate to the risk, which include the technical and organizational measures required by applicable Data Protection Law;
   d) only entrust the Processing of Personal Data to personnel who have undertaken to comply with confidentiality requirements; and
   e) upon termination of the Agreement, as instructed by Buyer, to the extent that Licensor retains Personal Data, permit Buyer to delete or obtain copies of such Personal Data consistent with the functionality of the Services and applicable law.
   3.2. Licensor certifies that it will not (a) "sell" (as defined in Data Protection Law) the Personal Data; (b) retain, use, or disclose the Personal Data for any purpose other than as permitted under this DPA and in accordance with the Agreement; or (c) retain, use, or disclose the Personal Data other than in the context of the direct relationship with Buyer in accordance with the Agreement.

4. **Buyer Responsibilities**
   5.1 Buyer is responsible for the lawfulness of Personal Data processing under or in connection with the services. Buyer will (i) provide all required notices and obtain all required consents, permissions and rights necessary under applicable Data Protection Law for Licensor to lawfully Process Personal Data for the purposes contemplated by the Agreement; (ii) make appropriate use of the services to ensure a level of security appropriate to the particular content of the Personal Data; (iii) comply with all Data Protection Law applicable to the collection of Personal Data and the transfer of such Personal Data to Licensor; and (iv) ensure its processing instructions comply with applicable laws (including applicable Data Protection Law).

5. **Subprocessing**
   5.1. Buyer agrees that Licensor may use the third-party suppliers listed on its website at https://airbyte.com/subprocessors to Process Personal Data on its behalf for the provision of the services under the Agreement (each a "**Subprocessor**").
   5.2. Licensor will maintain a list of Subprocessors and, prior to authorizing any new Subprocessor to access Personal Data, Licensor will update the list of Subprocessors. Buyer can receive notification of any changes to the list of Subprocessors by subscribing at the link above. If Buyer objects to the appointment of such Subprocessor within ten (10) days, it may terminate the portion of the services that cannot be provided without such Subprocessor on written notice to Licensor that includes Buyer's legitimate and documented grounds for non-approval.
   5.3. Licensor will ensure that any Subprocessors to which it transfers Personal Data enter into written agreements with Licensor requiring that the Subprocessor abide by terms substantially similar to those contained in this DPA.
   5.4. Licensor will remain liable for any breaches of this DPA caused by its Subprocessors.

6. **Restricted Data Transfers**

6.1. In the event that Buyer is subject to European Data Protection Law and the transfer of Personal Data to Licensor would be restricted in the absence of the Standard Contractual Clauses, the Parties agree that the Standard Contractual Clauses shall be incorporated into this DPA with Buyer as the "data exporter" and Licensor as the "data importer."

6.2. The Standard Contractual Clauses are further completed as follows: the optional docking clause in Clause 7 is implemented; Clause 9(a) option 2 is implemented and the time period therein is specified as thirty (30) days; the optional redress clause in Clause 11(a) is struck; the governing law in Clause 17 is the law of the Republic of Ireland; the court in Clause 18(b) are the Courts of the Republic of Ireland; and Annex 1, 2 and 3 to the Standard Contractual Clauses are Paragraph 3, 4, and 5 of this DPA respectively. To the extent required by Data Protection Law in the UK, Part 1, tables 1, 2 and 3 of the UK SCCs will be deemed to be completed like its equivalent provisions in the EU SCCs. For the purpose of Part 1, Table 4, the party that may end the UK SCCs in accordance with Section 19 of the UK Addendum is the importer.

7. **Assistance and Notifications**

7.1. Upon Buyer's request, Licensor will provide Buyer with reasonable cooperation and assistance to the extent required to fulfill Buyer's obligation under European Data Protection Law to:

   a)   reply to investigations and inquiries from data protection regulators; and

   b)   carry out a data protection impact assessment related to the services, where Client does not otherwise have access to the relevant information necessary to perform such assessment.

7.2. Unless prohibited by Data Protection Law, Licensor must inform Buyer without undue delay if Licensor:

   a)   receives a request, complaint or other inquiry regarding the Processing of Personal Data;

   b)   receives a binding or non-binding request to disclose Personal Data from law enforcement, courts or any government body;

   c)   is subject to a legal obligation that requires Licensor to Process Personal Data in contravention of Buyer's instructions; or

   d)   is otherwise unable to comply with Data Protection Law or this DPA.

7.3. Upon becoming aware of a Security Incident, Licensor will inform Buyer without undue delay and will provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Buyer to allow Buyer to fulfill its data breach reporting obligations under applicable Data Protection Law.

8. **Audit**

8.1. Licensor will make available to Buyer at Buyer's request information which is necessary to demonstrate compliance with this DPA and allow for any audits, including inspections, conducted by Buyer or another auditor, as requested by Buyer.

8.2. To the extent Licensor makes available to Buyer confidential summary reports ("**Audit Report**") prepared by third-party security professionals, Buyer agrees to accept such Audit Report, subject to confidentiality requirements, in satisfaction of its audit right; however, if Buyer can demonstrate that it requires additional information, beyond the Audit Report, then Buyer may request, at Buyer's cost, Licensor to provide for an audit subject to reasonable confidentiality procedures, which will: (i) not include access to any information that could compromise confidential information relating to other Licensor customers or suppliers, Licensor's technical and organizational measures, or any trade secrets; and (ii) be performed upon not less than thirty (30) days' notice, during regular business hours and in such a manner as not to unreasonably interfere with Licensor's normal business activities.

9. **General**

9.1. If there is any conflict between this DPA and the Agreement, this DPA will prevail to the extent of that conflict in connection with the Processing of Personal Data.

9.2. If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

9.3. Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party under this DPA is subject to the limitations of liability set out in the Agreement.

9.4. This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement.

Annex I to Data Processing Addendum

A. LIST OF PARTIES

Buyer is the controller and the data exporter and Licensor is the processor and the data importer.

B. DESCRIPTION OF TRANSFER

Subject Matter	Licensor's provision of the services to Buyer.
Duration of the Processing	Personal Data will be retained only transiently or for a short duration to transmit the Personal Data from Buyer's chosen source to Buyer's chosen destination.
Nature and Purpose of the Processing	Licensor will process Buyer Personal Data for the purposes of providing the services to Buyer under the agreement.
Frequency of the Processing	As and when the services are used.
Categories of Data	Any Personal Data selected by Buyer in connection with Buyer's use of the services.
Special Categories of Data Processed	The services are not intended to Process special categories of data.
Data Subjects	Any data subjects of the Personal Data selected by Buyer.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority is the Irish Data Protection Commission.

Annex II to Data Processing Addendum

Licensor shall implement and maintain the controls listed in this Annex II in accordance with industry standards generally accepted by information security professionals as necessary to reasonably protect Personal Data during storage, processing and transmission.

Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data Processing systems available in premises and facilities (including databases, application servers and related hardware), where Personal Data are Processed, include: (a) establishing security areas, restriction of access paths; (b) establishing access authorizations for employees and third parties; (c) access control system (ID reader, magnetic card, chip card); (d) key management, card-keys procedures; (e) door locking (electric door openers etc.); (f) security staff, janitors; (g) surveillance facilities, video/CCTV monitor, alarm system; and (h) Securing decentralized data Processing equipment and personal computers.

Virtual access control

Technical and organizational measures to prevent data Processing systems from being used by unauthorized persons include: (a) user identification and authentication procedures; (b) ID/password security procedures (special characters, minimum length, change of password); (c) automatic blocking (e.g. password or timeout); (d) monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts; (e) creation of *one* master record per user, user-master data procedures per data Processing environment; and (f) encryption of archived data media.

Data access control

Technical and organizational measures to ensure that persons entitled to use a data Processing system gain access only to such Personal Data in accordance with their access rights, and that Personal Data cannot be read, copied, modified or deleted without authorization, include: (a) internal policies and procedures; (b) control authorization schemes; (c) differentiated access rights (profiles, roles, transactions and objects); (d) monitoring and logging of accesses; (e) disciplinary action against employees who access Personal Data without authorization; (f) reports of access; (g) access procedure; (h) change procedure; (i) deletion procedure; and (j) encryption.

Disclosure control

Technical and organizational measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Personal Data are disclosed, include: (a) encryption/tunneling; (b) logging; and (c) transport security.

Entry control

Technical and organizational measures to monitor whether Personal Data have been entered, changed or removed (deleted), and by whom, from data Processing systems, include: (a) logging and reporting systems; and (b) audit trails and documentation.

Control of instructions

Technical and organizational measures to ensure that Personal Data are Processed solely in accordance with the instructions of the Controller include: (a) unambiguous wording of the contract; (b) formal commissioning (request form); and (c) criteria for selecting the Processor.

Availability control

Technical and organizational measures to ensure that Personal Data are protected against accidental destruction or

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loss (physical/logical) include: (a) backup procedures; (b) mirroring of hard disks (e.g. RAID technology); (c) uninterruptible power supply (UPS); (d) remote storage; (e) antivirus/firewall systems; and (f) disaster recovery plan.

Separation control

Technical and organizational measures to ensure that Personal Data collected for different purposes can be Processed separately include: (a) separation of databases; (b) "internal customer" concept / limitation of use; (c) segregation of functions (production/testing); and (d) procedures for storage, amendment, deletion, transmission of data for different purposes.