

## ITERABLE AWS MARKETPLACE ADDENDUM

THIS AWS MARKETPLACE ADDENDUM (“AWS ADDENDUM”) ALONG WITH THE ITERABLE MASTER SERVICES AGREEMENT AVAILABLE AT [<https://iterable.com/master-services-agreement-241608/>] (“ITERABLE MSA”) (TOGETHER, THE “AWS TERMS”) SHALL GOVERN ANY ITERABLE PUBLIC OFFER MADE AVAILABLE ON THE AMAZON WEB SERVICES MARKETPLACE (“AWS MARKETPLACE”). BY USING SERVICES PROVIDED BY ITERABLE UNDER THESE AWS TERMS, CUSTOMER AGREES TO COMPLY WITH THE AWS TERMS AS ITERABLE MAY UPDATE, WITHOUT NOTICE, FROM TIME TO TIME.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, which are hereby acknowledged by the parties entering into these AWS Terms, the parties agree as follows:

1. The following shall be added to Section 1 “Definitions” of the Iterable MSA:
  - a. **“Public Offer”** shall mean a subscription for the Iterable Services as offered on the AWS Marketplace.
2. Section 2.1 “Term” of the Iterable MSA shall be replaced in its entirety as follows:
  - a. **2.1 Term.** Provided that Iterable accepts Customer’s purchase via Public Offer as outlined in Section 2.5 of this Agreement, this Agreement will be effective commencing on the Effective Date of the Enterprise Order and, shall continue for a subsequent period of the same length as the initial Term as provided in the Enterprise Order (each, a “Renewal Term”) unless terminated by either party not less than thirty (30) days prior to the end of the then current Renewal Term.
3. The following shall be added as a new Section 2.5 of the Iterable MSA as follows:
  - a. **2.5 Acceptance of Public Offer.** By accepting a Public Offer made by Iterable to Customer on the AWS Marketplace (“Customer Purchase Request”), Customer expressly acknowledges that Iterable in its sole discretion may reject any Customer Purchase Request within thirty (30) days of receipt. Customer acknowledges that Iterable has a vested interest in not providing its Services to Customer’s who operate in certain industries, are government contractors and/or competitors which, Iterable may determine in its sole discretion. If Iterable (1) expressly accepts a Customer Purchase Request or (2) provides no notice of rejection of a Customer Purchase Request within thirty (30) days of submission, Iterable shall provide Customer with an Order Form for the Services in the Customer Purchase Request.
4. The following shall be added as a new Section 2.6 of the Iterable MSA as follows:
  - a. **Termination of Public Offers.** In the event that Customer purchases the Iterable Services via a Public Offer, Iterable may terminate Customer’s subscription for convenience at any time for any reason, in which case, Iterable’s only liability to Customer shall be to refund any prepaid yet unearned fees to Customer.
5. Section 5.2 shall be replaced in its entirety as follows:

- a. **Section 5.2 Payment.** Fees for Iterable Services provided by a Public Offer will be invoiced via the AWS Marketplace by the applicable AWS entity in accordance with the payment terms between Customer and the applicable AWS Contracting Party. Customer acknowledges that (1) Iterable may share Customer Confidential Information with AWS related to Customer's use of Iterable Services for account management and billing purposes; (2) Iterable's termination rights for non-payment by Customer shall apply if AWS fails to pay applicable fees to Iterable; and (3) AWS is not authorized by Iterable to make any changes to these AWS Terms or authorized to make any other warranties, representations or promises to Customer on behalf of Iterable as it relates to the Iterable Services.