



AWS Marketplace Addendum

THIS AWS MARKETPLACE ADDENDUM FORMS PART OF THE MAIN SUBSCRIPTION AGREEMENT AVAILABLE AT <https://www.braze.com/company/legal/terms> (TOGETHER, THE "AWS TERMS"). THE AWS TERMS GOVERN ANY PUBLIC OFFER MADE AVAILABLE BY BRAZE TO CUSTOMER THROUGH THE AMAZON WEB SERVICES ("AWS") MARKETPLACE. BRAZE MAY UPDATE THE AWS TERMS FROM TIME TO TIME WITHOUT NOTICE. BY CONTINUING TO USE ANY SERVICES PROVIDED BY BRAZE, CUSTOMER AGREES TO COMPLY WITH THE AWS TERMS AS UPDATED.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The following definitions shall be added to Section 1 "Definitions" of the Main Subscription Agreement:

"**AWS Contracting Party**" shall mean the Amazon Web Services entity that is party to Customer's "AWS Customer Agreement".

"**Public Offer**" shall mean a subscription to the Braze Services as offered publicly on AWS Marketplace.

2. Section 2.1 "Provision of the Braze Services" of the Main Subscription Agreement shall be changed to read as follows:

2.1 Provision of Braze Services. Provided that Braze does not reject Customer's purchase via the Public Offer on AWS Marketplace within 36 hours in writing, Braze shall make the Braze Services available to Customer pursuant to this Agreement and all Order Forms during a Subscription Term. Customer's purchase of the Braze Services is not contingent upon the delivery of any future functionality or features, or dependent on any oral or written public comments made by Braze regarding future functionality or features.

3. Section 3.2 "Invoicing and Payment" of the Main Subscription Agreement shall be changed to read as follows:

3.2 Invoicing and Payment. Fees for Braze Services will be invoiced via AWS Marketplace by the applicable AWS entity in accordance with the payment terms as agreed between Customer and the applicable AWS Contracting Party. Customer acknowledges that: (a) Braze may share Customer Data with AWS related to Customer's use and consumption of the Braze Services for account management and billing purposes; (b) the termination provisions below will also apply if AWS fails to pay applicable fees; and (c) AWS is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Braze or in any way concerning the Braze Services.

4. The following subsection 6.3 "Customer Warranties" shall be added under Section 6 "Warranties & Disclaimers" of the Main Subscription Agreement:

6.3 Customer Warranties. Customer represents and warrants that (a) Customer is not a private individual; (b) Customer's purchase and use of the Braze Services is in compliance with U.S. sanctions or similar export restrictions and the requirements of Section 10.4; (c) Customer is not a competitor of Braze.

5. The following subsection 9.7 "Termination for Public Offers" shall be added under Section 9. "Term & Termination" of the Main Subscription Agreement:

9.7 Termination for Public Offers. In the event that Customer purchases the Braze Services via a Public Offer, Braze may terminate Customer's subscription for convenience at any time for any reason without liability to Customer.