

End User License Agreement

For the Ekinox Pronunciation Assessment API, sold through AWS Marketplace. Version 2026-10-10.

Parties

- **Licensor:** EKINOX SAS, 24 rue de Clichy, 75009 Paris, France, registered as RCS Paris 853 417 145.
- **Buyer:** the party subscribing to the Ekinox Pronunciation Assessment API through AWS Marketplace.

The Standard Contract for AWS Marketplace

This End User License Agreement incorporates by reference the terms of the **Standard Contract for AWS Marketplace, 2023 Update, dated 2023-11-07**, including its Data Processing Addendum (together, the "Standard Contract"), with the modifications below, and governs each Subscription as its "Version" section sets out. Capitalized terms have the meanings the Standard Contract gives them.

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Modification 1: intellectual property indemnity

Section 8.3 (Exception for Certain Indemnification Obligations) of the Standard Contract is replaced in its entirety by:

"8.3 Exception for Certain Indemnification Obligations. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO THE INDEMNIFYING PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT. HOWEVER, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE COSTS AND AMOUNTS DESCRIBED IN THE PREVIOUS SENTENCE, TO THE EXTENT THE CLAIMS TO WHICH THEY RELATE ARISE OUT OF OR ALLEGE THE MATTERS DESCRIBED IN SECTION 9.1(a) OR SECTION 9.2(a), WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (SEPARATE FROM, AND NOT COUNTED AGAINST, THE AMOUNT SET FORTH IN SECTION 8.1) THE GREATER OF: (i) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; AND (ii) ONE HUNDRED THOUSAND US DOLLARS (US\$100,000). THIS CAP DOES NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. THIS SECTION 8.3 DOES NOT AFFECT SECTION 8.4."

Modification 2: insurance

Section 11 (Insurance) of the Standard Contract is replaced in its entirety by:

"11. Insurance. Each Party will maintain insurance appropriate to its business and as required by applicable Law."

Section III.11 of the Data Processing Addendum (Sub-processor Liability) is not affected.

Modification 3: governing law and courts

Section 12.1 (Applicable Law) of the Standard Contract is replaced in its entirety by:

"12.1 Applicable Law. This Agreement will be governed and interpreted under the laws of France, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the competent courts of Paris, France, including in the case of multiple defendants or third-party claims. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. Nothing in this Section prevents a Party from seeking urgent interim or injunctive relief, including under Section 7.7, before any court of competent jurisdiction. If Buyer is a Governmental Entity whose applicable Law requires another governing law or forum, that law or forum applies to the extent so required. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement."

How the modifications apply

Every reference in the Standard Contract to a Section replaced above refers to it as replaced. Where this End User License Agreement and the Standard Contract differ, this End User License Agreement prevails.

Version

Version 2026-10-10. It governs each Subscription for which AWS Marketplace records this document among the legal terms the Buyer accepted. A Subscription for which AWS Marketplace records another version, or the Standard Contract alone, stays under those terms. A later version will be published at an address of its own, and this one will stay available at its address.

Questions about these terms: pronunciation-assessment@ekinox.io.