

AWS Marketplace Addendum

THIS AWS MARKETPLACE ADDENDUM (THESE “AWS TERMS”) FORMS PART OF THE MESSAGEGEARS SOFTWARE LICENSE AND SERVICES AGREEMENT AVAILABLE AT [\[INSERT MG MSA URL\]](#) (THE “MSA”, AND TOGETHER WITH THESE AWS TERMS, THE “AGREEMENT”). THE AGREEMENT GOVERNS ANY PUBLIC OFFER MADE AVAILABLE BY MESSAGEGEARS, LLC, A GEORGIA LIMITED LIABILITY COMPANY (“MESSAGEGEARS”) TO CUSTOMER THROUGH THE AMAZON WEB SERVICES (“AWS”) MARKETPLACE. MESSAGEGEARS MAY UPDATE THE AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. BY CONTINUING TO USE ANY SERVICES PROVIDED BY MESSAGEGEARS, CUSTOMER AGREES TO COMPLY WITH THE AGREEMENT 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. For purposes of these AWS Terms, the following terms shall have the meanings set forth below:

“**AWS**” shall mean the Amazon Web Services entity that is party to Customer’s “AWS Customer Agreement”.

“**Product Order Form**” shall mean a MessageGears-approved Order Form document, AWS Marketplace checkout form, or other online subscription process by which the Customer agrees to subscribe to and purchase the Solution in conjunction with Customer’s acceptance of a Public Offer, which may be accepted electronically via click-through.

“**Public Offer**” shall mean a subscription to the Solution as offered by MessageGears on AWS Marketplace.

2. The first sentence of Section 2 of the MSA (“Grant of Rights”) shall be deleted in its entirety and replaced with the following:

“2. **Grant of Rights.** By accepting a Public Offer made by MessageGears to Customer on the AWS Marketplace (“Customer Purchase Request”), Customer expressly acknowledges that MessageGears, in its sole discretion, may reject any Customer Purchase Request within thirty (30) days of receipt. Provided that MessageGears does not reject the Customer Purchase Request, and subject to the terms and conditions contained in this Agreement, MessageGears grants to Customer: (a) a non-exclusive, non-transferrable, non-assignable license (the “License”) to access and use the software listed on the Product Order Form, if applicable (the “Software”); and/or (b) the subscription services, e-mail messaging services and additional features and services specifically identified on the Product Order Form, if applicable (the “Services”).”

3. The first sentence of Section 4.b. of the MSA (“Payment”) shall be deleted in its entirety and replaced with the following:

“b. Payment. The Fees for the Solution provided pursuant to a Public Offer will be invoiced via AWS Marketplace by AWS in accordance with the payment terms as agreed between Customer and AWS. Customer acknowledges that: (a) MessageGears may share Customer data with AWS related to Customer’s use and consumption of the Solution for account management and billing purposes; (b) MessageGears’ termination right for non-payment by Customer shall apply if AWS fails to pay the applicable Fees to MessageGears; and (c) AWS is not authorized to make any changes to this Agreement and is not authorized to make any warranties, representations, promises or commitments on behalf of MessageGears or in any way concerning the Solution.”

4. Section 14 of the MSA (“Termination”) is amended to add the following:

“14.1 Termination for Public Offers. In the event that Customer purchases the Solution via a Public Offer, MessageGears may terminate Customer’s subscription for convenience at any time upon notice for any reason without liability to Customer.”