Mitzu Analytics Appliance

Addendum and Amendments to the
Standard Contract for AWS Marketplace

Revision 8 | 12 November 2026

This Licensor Addendum (the “Addendum”) supplements and expressly amends the Standard Contract for AWS Marketplace, 2023 Update dated 7 November 2023 (the “Standard Contract”). The Data Processing Addendum attached to that version is the “DPA”. The Standard Contract and DPA are supplied separately with this Addendum as one contract package. This Addendum is not a complete standalone license agreement. It applies when the accepted AWS Marketplace offer expressly incorporates this version of the Addendum and the identified Standard Contract. A later version does not replace either document automatically.

Licensor: Mitzu, Inc., a Delaware corporation. Buyer: the legal entity accepting the applicable AWS Marketplace offer.

1. Structure, precedence and interpretation

1.1 Agreement. The Agreement consists of the documents listed in Standard Contract Section 1.3, including this Addendum as expressly incorporated into the accepted offer. This Addendum supplies Product Listing terms and makes the express amendments identified in it. Capitalized terms not defined here have the meanings in the Standard Contract or DPA, as applicable. The separately supplied DPA is the same DPA attached to the identified Standard Contract, not an additional or different set of terms.

1.2 Precedence and private offers. Standard Contract Section 1.3 governs the Agreement, subject to the express amendments in this Addendum, including section 13.1. Sections 13 and 14 govern financial liability and insurance. Section 3 states the standard commercial defaults; the operative provisions govern their calculations, qualifications, exceptions and application. The commercial table does not override those provisions. The order or packaging of the documents does not determine precedence. Prices, User License quantities, Subscription Term and payment schedule expressly stated in an accepted private offer replace the corresponding standard commercial defaults. Additional Deployments and support require the express grants under sections 4.2 and 9.2. Other changes must identify the provision changed, state the replacement and satisfy the Agreement’s amendment requirements. A price change, procurement questionnaire or certificate request does not by itself change liability, insurance, confidentiality or data-protection terms.

1.3 Commercial defaults and operative provisions. Section 3 states the standard purchase terms. Sections 4 to 14 and the Schedules govern their respective subjects. Section 3 does not override those provisions or restate or amend the Standard Contract or DPA.

1.4 No other terms. As Standard Contract Section 2.5 provides, no click-through, shrink-wrap or in-product terms bind Buyer or its Users. Any text displayed in the Product that describes terms of use is for information only.

1.5 Separate services. Professional services and training are not part of the Agreement. If Buyer purchases them, a separate written agreement signed by both Parties governs them.

1.6 Interpretation. In this Addendum: (a) “section” means a section of this Addendum, “Standard Contract Section” means a section of the separately supplied Standard Contract identified above, and “DPA” means its attached Data Processing Addendum; (b) “including” means “including without limitation”; (c) “days” means calendar days; (d) times of day use local time in Budapest, Hungary (Europe/Budapest), including local daylight saving time; (e) amounts are in United States dollars; and (f) “written” includes email to the designated notice address, except where the Agreement requires signatures. Support permissions may be recorded through the support email address in Schedule B by Buyer’s authorized representative; contractual notices and amendments remain subject to their applicable formalities.

2. Definitions

Term	Meaning
Product	The Mitzu Analytics Appliance: Licensor's container images, AWS CloudFormation deployment template and Documentation supplied through AWS Marketplace, including updates published under section 9.3.
Deployment	One installation of the Product created from its deployment template in a Buyer AWS Account (section 4.1), including all containers, databases and other AWS resources the template creates for that installation.
Enabled Account	An interactive account provisioned for a named natural person and enabled for Product access, whether or not that person has signed in. A pending invitation alone is not an Enabled Account until an account is provisioned and enabled for that person. Deactivated accounts do not count.
Licensed User	A natural person who holds an Enabled Account in a Production Deployment, in any role (administrator, editor or viewer).
User License	The right for one Licensed User to use the Product during the Subscription Term.
Entitlement	The number of User Licenses and the Subscription Term recorded for Buyer's Subscription in AWS License Manager.
Subscription Term	The term of the Subscription stated in the AWS Marketplace offer that Buyer accepted.
Customer Data	Buyer Data as defined in Standard Contract Section 13.3, including data in Buyer's data warehouses, query results, saved insights and dashboards, AI conversations, and the Product's metadata database.
Licensor Systems	Computer systems, networks, endpoints and mailboxes controlled by Licensor or its Subcontractors, including the support email address identified in the Documentation.
Support Materials	Information, including logs, screenshots, files and Customer Data, deliberately sent by Buyer or its Users to Licensor's support personnel, and information those personnel view or copy during support access under section 9.6.

3. Standard commercial terms

These are the binding standard commercial defaults. Express commercial terms in an accepted private offer replace the corresponding defaults under section 1.2. Section 5 governs additions, proration, true-ups and refunds; the other operative provisions govern their respective subjects. This table does not override them.

Item	Standard offer
Platform fee	US$80,000 for each 12-month period of the Subscription Term, including 50 User Licenses. Charged in full regardless of how many User Licenses are used. Not discounted in the standard public offer.
Additional User Licenses	US$1,200 for each User License above the 50 included in the Platform Fee, for each 12-month period (US$100 per license per month).
Standard annual total	US$80,000: the Platform Fee, which includes 50 User Licenses. Each additional User License adds US$1,200.
Subscription term	12 months in the standard public offer. Terms of 24 or 36 months are available only by private offer.
Billing and excluded costs	In advance for the whole Subscription Term through AWS Marketplace. Fees exclude taxes and Buyer's AWS infrastructure, data-source and selected inference-provider charges.

4. License grant and deployment

4.1 Grant. Under Standard Contract Section 2.1.1, Licensor grants Buyer and its Affiliates a license to deploy and use the Product in AWS accounts they control (each a "Buyer AWS Account"), for the purposes permitted by Standard Contract Section 2.1.3 and for no more Licensed Users than the Entitlement. Buyer AWS Accounts are Buyer's Computing Environment for the Product. The Product is not a SaaS Service; Standard Contract Section 7 applies only as section 9.7 provides. The license includes external users under section 4.6. It does not include offering the Product to third parties as a stand-alone hosted or managed service.

4.2 Deployments. The license covers one Production Deployment only: a Deployment used for the live business operations of Buyer or its Affiliates. No non-production environment is included. Replicas, containers and databases operating solely as components of that same logical Production Deployment are part of it. Any separate development, test, staging, evaluation, standby-recovery or additional production environment requires an express license in an accepted private offer or signed amendment. An unauthorized additional Deployment must cease unless expressly authorized. The User License true-up in section 5.6 does not license or price an additional environment. Any agreed additional-environment fees or retrospective settlement must be stated expressly; payment alone does not create a license or make payment Licensor's exclusive remedy.

4.3 Deployment method and permitted configuration. Buyer may deploy the Product only with the AWS CloudFormation deployment template Licensor publishes through AWS Marketplace, as Licensor updates it. Buyer may change template parameters and surrounding AWS resources as the Documentation permits or Licensor expressly authorizes in writing. Buyer will not make unauthorized changes to parameters, environment variables, secrets, database records or AWS License Manager settings to bypass, falsify, disable or interfere with the purchased Entitlement, Entitlement Check, user limit or Usage Report. A documented or expressly authorized configuration change that does not circumvent those controls is not tampering. Buyer will not modify container images except as the Agreement expressly permits.

4.4 Buyer's environment. Buyer operates, secures and pays for the Buyer AWS Accounts, its data sources, its backups and its Inference Provider, including all charges of AWS and other third parties. Licensor and its support personnel have no standing access to any Buyer AWS Account or Deployment. Access occurs only as support access under section 9.6.

4.5 Contractors. Buyer's Contractors may be Licensed Users while they perform services for Buyer. Standard Contract Section 2.2 applies to them.

4.6 External users. Notwithstanding Standard Contract Section 2.3(g), a customer, partner or other person outside Buyer and its Affiliates may hold an Enabled Account in a Production Deployment. That person is a Licensed User and requires a User License. A person who receives only static exports (such as PDF, image or CSV files) and holds no Enabled Account is not a Licensed User. Permitting external users does not authorize offering the Product as a stand-alone hosted or managed service.

5. Fees, User Licenses and true-up

5.1 Fees. Buyer pays the Platform Fee, which includes 50 User Licenses, and one additional User License for each Licensed User above 50, using the standard prices and billing terms in section 3 as varied by an accepted private offer under section 1.2. All Product license fees are paid through AWS Marketplace. Sections 5.4 and 5.6 govern additional licenses and true-ups.

5.2 Platform Fee. The Platform Fee is the fee for the right to run the Product and includes 50 User Licenses, as specified in section 3. It changes at renewal only as permitted by section 10.3.

5.3 Every Licensed User requires a User License. Each Licensed User requires a User License, whatever the user's role. The Product has no free viewer, administrator or other accounts.

5.4 Adding User Licenses. Buyer may increase User License quantities using an AWS Marketplace quantity-change mechanism available for the applicable offer. The additional quantities, charge, effective date and any proration are those shown in and accepted through the applicable Marketplace transaction. Licensor will recognize the increased quantities when reflected in AWS License Manager. Where the offer does not support quantity

changes, expansion requires a separately agreed purchasing arrangement supported by AWS Marketplace. This section does not itself amend an active Marketplace agreement.

5.5 Counting and reassignment. User Licenses are counted by Enabled Accounts in Production Deployments. Deactivating an Enabled Account frees its User License immediately for reassignment. Buyer will not allow more than one natural person to use an Enabled Account.

5.6 True-up. The Product ordinarily prevents enabling accounts above the Entitlement (section 6.2). A true-up applies only to a temporary overage Licensor expressly authorizes in writing or a verified period in which Enabled Accounts exceeded the Entitlement then in force. Buyer purchases the excess User Licenses at the standard monthly User License rate in section 3 unless the accepted private offer expressly states another expansion rate, from the first day of the month in which the verified excess began through the end of the Subscription Term, with any partial final month prorated by the number of licensed days in that month divided by its actual number of calendar days. Amounts already paid for the same excess licenses and period are credited; there is no double charging. Licensor will request a true-up no more than once per calendar quarter. No premium, penalty or interest applies. This seat reconciliation does not authorize an additional Deployment, prohibited account sharing or tampering, or waive otherwise available remedies for those acts.

5.7 Reductions. Buyer may reduce the number of User Licenses only with effect from the start of a renewal term. The 50 User Licenses included in the Platform Fee cannot be reduced.

5.8 Refunds. Fees are non-refundable except where the Agreement expressly provides a refund, including under Standard Contract Sections 5.3, 9.4 and 12.5 and section 13.8, or where applicable law or the AWS Marketplace refund and cancellation policies applicable to the transaction require otherwise. Nothing in this Agreement restricts those rights or AWS's authority to process refunds or cancellations under those policies. Buyer may submit a request through the support contact in the Product Listing or the applicable AWS Marketplace process. Licensor will provide any authorization or cooperation required to give effect to a refund properly due under this section.

6. Entitlement verification

6.1 Entitlement Check. The Product verifies the Entitlement with AWS License Manager in the Buyer AWS Account at start-up and then approximately every 15 minutes while the Product runs, subject to transient processing delays and retries. This verification is the "Entitlement Check". It communicates only with AWS License Manager and transmits no data to Licensor Systems. Section 6.3 governs failures.

6.2 User limit. The Product ordinarily prevents administrators from enabling more Enabled Accounts in a Production Deployment than the Entitlement allows. A person signing in through single sign-on when no User License is free does not receive an Enabled Account until a license becomes free or Buyer adds User Licenses. Only a temporary overage expressly authorized by Licensor is excepted, and section 5.6 applies to it.

6.3 Entitlement Check failure. If the Product cannot reach AWS License Manager, the Product continues to operate on the last Entitlement it confirmed and raises an alarm in the Buyer AWS Account after 24 consecutive hours of failed Entitlement Checks. A failed Entitlement Check does not extend the Subscription Term or the natural-expiry grace period in section 6.4.

6.4 Expiry and operational controls. On natural expiry without renewal, the Product continues to serve users for seven days after the Subscription Term ends and then stops. That stop does not itself delete Customer Data. The expiry of license keys is subject to Standard Contract Section 5.1(b). A Usage Report that Buyer has not sent does not itself stop or restrict the Product. These licensing statements do not disable Buyer's administration, authentication or security controls, or extend Buyer's right to use the Product after valid termination under section 10.4. They create no undisclosed remote-disable right or additional automatic reporting-related shutdown mechanism.

6.5 No interference. Buyer will not disable, bypass or tamper with the Entitlement Check, the user limit in section 6.2 or the Usage Report.

7. Customer Data, Usage Report and network connections

7.1 Customer-controlled data. The application runs in Buyer AWS Accounts and accesses Buyer-configured data sources. AWS services, data sources and Inference Providers selected by Buyer may process Customer Data outside those accounts under their applicable agreements. Licensor has no standing access and does not routinely

receive or host Customer Data. Buyer may deliberately provide Support Materials or expressly authorize case-specific access or a supported diagnostic transfer under section 9.6. Such transfers are not background product tracking. Except for these expressly authorized support activities and any separately agreed configuration under section 8.3, Customer Data is not transmitted to Licensor Systems. Licensor's separately offered hosted service at app.mitzu.io and its related domains (Mitzu Cloud) is not part of the Product or the Agreement, and the Product sends no data to it.

7.2 No tracking. Product analytics, session recording, advertising and marketing tags, and third-party chat are disabled and are not activated in any Deployment. Apart from Support Materials that Buyer expressly chooses to transmit for a support case under section 9.6, the Product sends no data to Licensor Systems, subject to any separately agreed configuration under section 8.3. The Product never sends Usage Reports; Buyer sends them under section 7.3. The presence of an inactive software component does not authorize tracking or transmission.

7.3 Usage Report. After each calendar month ends, the Product prepares a report on that month (the "Usage Report") inside the Production Deployment. Buyer's administrators download it from the Product, and Buyer sends it by email to the support email address identified in the Documentation within 15 days after the end of the month it covers. A month in which the Product did not run has no Usage Report. It contains only the data that Schedule A lists as included, and never contains the data that Schedule A lists as excluded. Section 7.6 governs missing reports.

7.4 Use of Usage Reports. Licensor uses Usage Reports only to administer the Subscription, including license counts, true-ups and renewals, and to plan support capacity. Standard Contract Section 7.3 does not apply to the Product; this section governs Usage Reports instead. Licensor treats each report as Buyer's Confidential Information, does not sell it, and discloses it to Subcontractors only to the extent necessary for those permitted purposes. Such Subcontractors must be bound by confidentiality obligations at least as protective as the Agreement and may not use the reports for independent purposes. Licensor remains responsible for its Subcontractors under the Agreement.

7.5 Transparency. Buyer's administrators can read each downloaded Usage Report in full before Buyer sends it.

7.6 Usage Report required. Sending Usage Reports is a condition of the license. Buyer will send each Usage Report as the Product prepared it, without altering it. The Product continues to operate whether or not a report is sent. If Licensor has not received Usage Reports for two consecutive calendar months, Buyer will, within 30 days after Licensor's written request, either send those Usage Reports or allow Licensor to verify license counts in another reasonable way the Parties agree.

7.7 Network connections. The Product initiates connections only to Buyer-configured data sources and AWS services, the supported Inference Provider and gateway Buyer selects, and other endpoints identified in the Documentation. Documentation or other routine non-inference endpoints receive no Customer Data. A support destination may receive only the Support Materials Buyer expressly authorizes for a particular case through a supported transfer under section 9.6. Data sources and inference endpoints receive the information needed for features Buyer enables, subject to section 8.3. The Documentation identifies the purpose and data categories of each outbound destination.

8. AI Features

"AI Features" send questions and related context to a large language model to produce answers, charts or SQL. "AI Output" means the answers, charts, SQL and other content those features generate. "Inference Provider" means the provider of the model inference endpoint Buyer configures, together with any gateway Buyer places in front of it. These meanings apply throughout this Addendum.

8.1 Inference routes. Buyer may select one route supported by its installed Product version: (a) Amazon Bedrock using Buyer's AWS account, directly or through a supported gateway Buyer selects and configures; (b) OpenRouter; (c) Anthropic's API directly; or (d) another compatible model endpoint supported by the Product and selected by Buyer. A gateway may be operated by Buyer or its independently selected provider. The Documentation identifies supported model versions, routes, gateways and authentication methods. This list does not represent that every route is implemented in every Product version. Licensor recommends Anthropic Claude models; neither Claude nor Bedrock is mandatory.

8.2 Buyer setup and cost. Buyer provisions the accounts, credentials, model access and permissions its chosen route requires, accepts the Inference Provider's terms and pays the Inference Provider's charges. Licensor does not limit the number of AI questions. The Inference Provider's quotas and service limits apply.

8.3 Data flow and providers. In the standard deployment, prompts, relevant Customer Data and AI Output pass between the Deployment and Buyer's selected Inference Provider and gateway, not through Licensor Systems. They may be processed outside Buyer AWS Accounts under Buyer's provider agreements. An independently selected provider is not appointed by Licensor merely because the Product supports that integration. If the Parties expressly agree to a different configuration in a private offer or signed amendment, it must describe the routing, roles, charges and applicable data-protection terms before processing begins. No such configuration is included by default. Provider status follows the actual arrangement and applicable law; this section does not reduce Licensor's obligations for its Product, integrations or Support Services.

8.4 No model training. Licensor does not use Customer Data, prompts, AI Output or Support Materials to train, fine-tune or otherwise improve any machine-learning model. This section does not describe the practices of any Inference Provider; Buyer must review its agreement and settings with that provider.

8.5 Accuracy. AI Output may be inaccurate or incomplete. Where AI Output is based on SQL that the Product generated, the Product displays that SQL for review. Buyer is responsible for reviewing AI Output and for decisions it makes using AI Output.

8.6 AI Output and independent provider services. The generated content constituting AI Output and the independently supplied models and services of an Inference Provider are not supplied as Licensor's Licensed Materials for the IP defense and indemnity in Standard Contract Section 9.1(a); that indemnity does not cover them as such. This exclusion does not remove Licensor's application code, integration components or other Licensed Materials from that indemnity merely because they enable an AI Feature. It does not exclude Licensor's otherwise applicable obligations for its own Product, integration or support failures, or its confidentiality and data-protection obligations for information processed through the AI Features. All applicable liability remains subject to section 13.

8.7 Turning AI Features off. Buyer's administrators can turn off the AI Features. All other features of the Product continue to operate while the AI Features are off.

9. Support and updates

9.1 Standard support. Each Subscription includes email support for the Product. Buyer may send requests at any time to the support email address identified in the Documentation. Licensor's support personnel handle requests during the hours and on the terms in Schedule B.

9.2 Additional support. Support beyond section 9.1, including other channels, extended hours, priority handling, named personnel, response or resolution times, uptime commitments and service credits, is available only if an accepted AWS Marketplace private offer states its scope, hours, service levels and fees.

9.3 Updates. Licensor publishes new versions of the Product as updated container images and deployment templates through AWS Marketplace. Buyer decides when to apply them.

9.4 Supported Versions. Each version of the Product is a "Supported Version" for six months after its release date. Licensor provides Support Services for that version during this period. Before working on an issue that a later version fixes, Licensor may ask Buyer to upgrade to that version.

9.5 Security vulnerabilities. Licensor will use commercially reasonable efforts to assess reported or identified vulnerabilities in Supported Versions promptly, using reasonable, documented, good-faith judgment. The assessment considers exploitability and reachability, the affected component's use, attack prerequisites, documented configurations and relevant deployment information supplied by Buyer, compensating controls, potential impact and evidence of exploitation. CVSS scores and scanner labels may inform, but do not alone determine, risk or priority.

(a) Risk-based response. Licensor will use commercially reasonable efforts to address material security risks as soon as reasonably practicable in light of the assessed risk, prioritizing active exploitation and credible risk of significant harm. Action may include a fix, supported upgrade, component replacement, configuration change or other effective mitigation.

(b) Communication and reassessment. On confirming a vulnerability that presents a material security risk in a Supported Version, Licensor will notify affected Buyers without undue delay, describe available mitigation and its

response plan, and provide written updates at intervals appropriate to the risk until it is addressed. Licensor may defer a patch where its assessment reasonably supports non-applicability, lack of a reachable exploit path or effective mitigation. It will document the rationale, relevant assumptions and residual risk, provide a concise explanation on Buyer's reasonable request, and reassess when material new evidence or changed conditions become known. An unresolved material risk is not closed merely by issuing a plan.

(c) Other obligations. This section creates no fixed remediation deadline based solely on a CVSS score or scanner label. It does not extend any separate cure, notification or other deadline, or reduce obligations, under the Agreement, applicable law or binding AWS Marketplace requirements. Licensor will not shorten the Supported Version period merely by marking a version unsupported.

9.6 Support Materials and support access. (a) Buyer chooses what to provide and should redact information unnecessary for the case. Any supported diagnostic transfer requires Buyer's express case-specific authorization. (b) Access to a Buyer AWS Account or Deployment by Licensor's support personnel requires prior written permission from Buyer's authorized representative, lasts only for the specified period, and ends at the earliest of expiry of that permission, revocation or case closure. (c) Licensor uses Support Materials only for the case and restricts access to Personnel who need it; no model training is permitted. (d) Copies retained by Licensor are stored only in Licensor Systems and deleted within 30 days after the support case closes, unless a longer period is requested by Buyer in writing and permitted by applicable law or is legally required. Any longer backup-retention period must be finite and agreed in writing before those Support Materials are received, with backup copies isolated from ordinary use and deleted on the agreed cycle. Without such agreement, that deletion deadline also applies to backups. Minimal administrative records containing no Customer Data, diagnostic content or attachments may be retained only as reasonably necessary for subscription administration or legal obligations. Retained records remain confidential and subject to applicable privacy terms; this is not permission to retain diagnostic content indefinitely.

9.7 Data protection for Support Materials. Although Standard Contract Section 7 otherwise applies only to SaaS Service Subscriptions, the DPA identified at the start of this Addendum applies when Licensor processes Personal Data in Support Materials on Buyer's behalf, unless a separately applicable data-processing agreement governs that processing. Roles must reflect the actual processing: the default DPA contemplates Buyer as Controller and Licensor as Processor; if Buyer acts as a Processor, the Parties must agree appropriate terms for Licensor's Sub-Processor role before that processing begins. Standard Contract Section 7.5 applies to Support Materials as Buyer Data for security and breach response, without converting this Product to SaaS or extending Standard Contract Section 9.5. Licensor makes its support Sub-Processor list accessible at the location in the Documentation before processing and follows the applicable data-protection terms for changes and transfers. Mandatory data-protection rights and duties are unaffected; contractual financial liability is addressed in section 13.

9.8 Exclusions. Standard support does not cover Buyer AWS Accounts and their AWS resources, Buyer's data warehouses, data modelling, the Inference Provider, or problems caused by changes Buyer makes to the deployment template or to the AWS resources it creates.

10. Term, renewal and expiry

10.1 Term. Each Subscription runs for the Subscription Term stated in the accepted offer, using the standard term in section 3 unless a private offer provides otherwise.

10.2 Renewal. A Subscription renews automatically only if Buyer has turned on automatic renewal for it in AWS Marketplace, where the offer Buyer accepted allows it. Buyer may turn automatic renewal on or off at any time before the Subscription Term ends, as AWS Marketplace permits. An automatic renewal is for a further Subscription Term of the same length, at the price AWS Marketplace applies to the renewal, subject to section 10.3. Otherwise the Subscription ends at the end of its Subscription Term unless Buyer accepts a renewal offer. Licensor will send Buyer a renewal offer at least 60 days before that term ends, whether or not automatic renewal is turned on.

10.3 Renewal price. For existing products and services in the same edition and scope, the annual Platform Fee and per-user price will not increase by more than 10% over the immediately preceding Subscription Term. The ceiling applies once per renewal, including after a multi-year term, and does not compound annually within that term. Newly purchased products or services and an edition change Buyer expressly agrees to are separately priced in the renewal offer. Adding a new item does not remove the ceiling for unchanged existing items. Changes in the total bill caused solely by a different agreed User License quantity are not increases in the per-user price.

10.4 Termination. Either Party may terminate as the Standard Contract permits, including its applicable notice and cure requirements. Upon valid early termination, Buyer's license and use rights end under Standard Contract Section 10.3.1; the natural-expiry grace period in section 6.4 does not extend those rights. Buyer must cease unlicensed use. Nothing here creates a new remote access or automatic-disable right, waives notice and cure, or requires deletion of Buyer's underlying data. Section 5.8 governs refunds.

10.5 Expiry and export. After natural expiry, service access ends under section 6.4; section 10.4 governs earlier termination. Customer Data retained in Buyer-controlled storage is not deleted merely because access ends. Buyer is responsible for exporting or deleting it; third-party processing remains governed by sections 7 and 8. Licensor will publish available export procedures in the Documentation before the Subscription Term ends. Interactive or export-only access after the applicable use rights end is not included unless expressly agreed in an accepted offer. Section 9.6 and applicable privacy terms continue to govern any Support Materials held by Licensor.

10.6 Usage Reports after expiry. Licensor keeps Usage Reports for billing and audit records and deletes each report no later than three years after the end of the Subscription Term to which it relates.

11. Restrictions, proprietary code and open source

11.1 Restrictions. In addition to Standard Contract Section 2.3, Buyer will not: (a) offer the Product to third parties as a hosted or managed service; (b) decompile, decrypt or reverse engineer the container images, except to the extent applicable law permits this despite this restriction; (c) modify the container images or run Licensor's code outside them; (d) remove or alter Licensor's proprietary notices; or (e) disable, bypass or tamper with the Entitlement Check, the user limit in section 6.2 or the Usage Report.

11.2 Proprietary source code. Source code that is readable inside the container images, other than Open Source Software, is Licensed Materials and Licensor's Confidential Information. Its readability grants no right to use, copy, disclose, distribute or create derivative works from it beyond the rights the Agreement expressly grants. This section does not limit rights under applicable law that cannot be excluded by contract, or rights under Open Source Software licenses.

11.3 Comparisons. Buyer may evaluate the Product against other products and publish the results, provided that it does not disclose Licensor's source code or other Confidential Information.

11.4 Open Source Software. The Documentation lists the Open Source Software in the Product and its licenses. Standard Contract Section 2.4 applies, and nothing in the Agreement limits Buyer's rights under those licenses.

11.5 Equitable relief. Actual or threatened unauthorized deployment or use under sections 4.1 and 4.2, circumvention under sections 4.3, 5.5, 6.5 or 11.1, misuse or disclosure of proprietary source code under sections 11.2 and 11.3, or breach of either Party's confidentiality obligations may cause harm for which damages are inadequate. The affected Party may seek appropriate injunctive or other non-monetary equitable relief, subject to the court's requirements and applicable law. Section 13's monetary caps do not themselves bar seeking that relief. This clause does not guarantee relief, create additional monetary damages, or remove a monetary cap except as section 13.4 expressly states.

12. Customer references and publicity

12.1 Name and logo permission. Notwithstanding Standard Contract Section 12.11, Buyer grants Licensor a non-exclusive, worldwide, royalty-free permission, during the Subscription Term, to use Buyer's name, trade name and logo to identify Buyer as a customer of Licensor on Licensor's website and in customer lists, sales presentations and other marketing materials in print or digital form. Buyer gives this consent by accepting the offer, and Licensor needs no separate approval for each use within this section.

12.2 Safeguards and other publicity. Licensor will follow reasonable written brand guidelines that Buyer provides, and will not alter Buyer's logo other than by resizing or formatting that preserves its proportions. Licensor will not imply any endorsement beyond the customer relationship, and will not disclose Buyer's Confidential Information other than Buyer's name, logo and status as a customer. Press releases, case studies, testimonials and attributed quotations require Buyer's prior written consent. Apart from the permission in section 12.1, Standard Contract Section 12.11 applies unchanged.

12.3 End of permission. Licensor will stop new uses of Buyer's name and logo when the Subscription ends and remove them from customer-reference pages and other marketing materials it controls within 30 days afterward. Licensor need not recall printed materials already distributed.

13. Liability, indemnification and remedies

13.1 Express amendments and priority. This section replaces Standard Contract Section 8 and amends Standard Contract Section 9 as stated below; section 14 replaces Standard Contract Section 11. These provisions must be expressly incorporated into the accepted offer and agreed in a manner satisfying the Agreement's amendment requirements, including Standard Contract Section 12.3. As agreed amendments, sections 13 and 14 govern the financial liability and insurance matters they address over inconsistent provisions of the Standard Contract, this Addendum (including section 3), or an incorporated NDA or Privacy and Security Terms, unless a later amendment signed by both Parties expressly identifies and changes the relevant provision. Mandatory data-protection rights and duties are not reduced.

13.2 Annual Fee Base. The Annual Fee Base is the Product and same-Subscription support fees paid or payable by Buyer through AWS Marketplace attributable to the 12 months immediately before the first event giving rise to a claim. It is calculated using Buyer's subscription price before deduction of Marketplace selling or payment-processing charges from Licensor's proceeds, not Licensor's net receipts. If that event occurs in the first 12 months, use the fees committed for those first 12 months, including User Licenses added before the event. Allocate multi-year prepayments to the periods they cover. Exclude taxes, Buyer-paid AWS infrastructure, data-source and Inference Provider charges, and separately contracted services. Calculate before any remedy-related refund. The base is fixed for the aggregate limits and does not reset for later claims.

13.3 Caps. Subject to sections 13.4 and 13.8, the following aggregate limits apply to all claims, causes of action and remedies under or in connection with the Agreement, whether in contract, tort (including negligence), indemnity or otherwise:

Liability category	Aggregate limit
Each Party's liability other than Licensor's Data Liabilities, including Licensor's defense and indemnity obligations under Standard Contract Section 9.1(a)	The lower of 1 × Annual Fee Base and US$1,000,000 (the "General Cap").
Licensor's Data Liabilities (section 13.7)	The lower of 2 × Annual Fee Base and US$1,000,000 (the "Data Cap").
All of Licensor's capped liabilities combined, including those that are not Data Liabilities and its Data Liabilities	The Data Cap in total. The General Cap remains the limit for all of Licensor's liabilities that are not Data Liabilities, combined. The caps are not added together.

13.4 Exceptions. The caps in section 13.3 and the exclusion in section 13.5 do not apply to: (a) a Party's gross negligence, willful misconduct or fraud; (b) liability that applicable law does not permit to be excluded or limited; (c) Buyer's intentional circumvention or falsification of entitlement or reporting controls under sections 4.3, 6.5 or 11.1, or intentional unauthorized deployment or account sharing to obtain use beyond the licensed scope under sections 4.1, 4.2 or 5.5; (d) Buyer's infringement or misappropriation of Licensor's Proprietary Rights, or Buyer's unauthorized use or disclosure of Licensor's proprietary source code or trade secrets in breach of Standard Contract Section 2.3, applicable confidentiality obligations or sections 11.1 to 11.3; or (e) Buyer's payment of fees properly due, including section 5.6 true-ups. Documented or expressly authorized configuration, permitted external-user access, and non-excludable statutory or open-source rights are not prohibited misuse. An inadvertent overage or minor technical breach alone does not trigger paragraph (c), without limiting fees properly due or another independently applicable exception. Paragraph (d) is Buyer-specific and creates no reciprocal exception for claims against Licensor. Licensor's IP and Data Liabilities remain subject to their applicable caps unless paragraph (a) or (b) applies. Section 13.8 governs unused-prepayment refunds.

13.5 Excluded damages. Subject to section 13.4, neither Party is liable to the other for indirect, special, punitive, incidental or consequential damages, even if advised of their possibility. This exclusion does not apply to: (a) amounts payable to third parties under Standard Contract Section 9.1 or 9.2; or (b) a Party's reasonable, documented, out-of-pocket costs of investigating and responding to the other Party's breach, to the extent those

costs are direct damages. Amounts under (a) and (b) count toward the applicable cap. This section creates no indemnity or cost-recovery right that the Agreement does not otherwise provide.

13.6 Indemnities and defense costs. Standard Contract Sections 9.1 and 9.2, and the limitations in Standard Contract Section 9.6, remain in effect subject to this section 13. Standard Contract Section 8.3 does not apply. All defense costs, settlements, awards, indemnity payments and other claim costs count toward the applicable cap. Licensor's obligations under Standard Contract Section 9.1(a) share the General Cap with its other liabilities that are not Data Liabilities. Standard Contract Section 9.3 continues to govern notice, cooperation and settlement. In addition, defense and settlement must comply with any responding insurer's reasonable consent and control requirements, and insurer involvement does not reduce the indemnifying Party's obligations within the cap. When the indemnifying Party documents that the applicable cap is exhausted, its further payment and defense obligations subject to that cap end, and it will promptly notify the indemnified Party and reasonably cooperate in transferring the defense to the indemnified Party at the indemnified Party's expense.

13.7 Data Liabilities. Data Liabilities are Licensor's liabilities arising from unauthorized access to, or loss, use or disclosure of, Customer Data (including Support Materials) caused by Licensor's breach of its confidentiality obligations or of the Privacy and Security Terms (including as section 9.7 extends them), or by Licensor's violation of Data Protection Law, including Licensor's obligations under Standard Contract Section 9.1(b). The Data Cap replaces, and is not in addition to, the cap in Standard Contract Section 8.4. Standard Contract Section 9.5 applies only to SaaS Service Subscriptions and does not apply to the Product. Licensor is not liable for an incident caused solely by an Inference Provider, a data source or another service that Buyer selected; this does not excuse a failure of the Product or the Support Services for which Licensor is otherwise responsible.

13.8 Infringement remedies and refunds. For Standard Contract Section 9.4, Licensor may, at its option: (a) obtain the necessary rights; (b) modify or replace the affected Licensed Materials with a reasonably comparable non-infringing alternative; or (c) terminate the affected Subscription and refund the prepaid fees for its unused portion. Licensor may choose (c) without first attempting (a) or (b). Damages, and defense and indemnity costs, concerning the infringement count toward the General Cap. Refunds of prepaid fees for the unused portion of a Subscription that the Agreement requires are payable even after a cap is exhausted, because they return unused payments and are not damages. No Party may recover the same loss more than once.

13.9 Aggregation and survival. The caps apply in aggregate per Subscription, including to claims made after it ends, and not per claim, claimant, User or indemnified Affiliate. A renewal does not reset a cap for claims arising from the same or related acts, omissions or incidents; those claims are allocated to the earliest affected Subscription. Describing a loss that falls under the General Cap as a confidentiality or data claim does not move it under the Data Cap, and distinct Data Liabilities remain subject to the Data Cap. Unrelated Subscriptions have separate caps. This section 13 survives expiry or termination of the Agreement and does not limit the rights of persons who are not Parties or of regulators.

14. Insurance

14.1 Required insurance. This section 14 replaces Standard Contract Section 11. Licensor will maintain, with insurers authorized to provide the coverage: (a) commercial general liability insurance with at least US$1,000,000 per occurrence and US$1,000,000 general aggregate; products and completed operations may have a separate US$1,000,000 aggregate; and (b) technology errors and omissions and cyber liability insurance with a US$2,000,000 shared policy aggregate, including media liability if combined, or separate policies with at least equivalent coverage and limits. Separate or additive US$2,000,000 pools are not required. These are policy-level limits, not limits reserved for Buyer or representations that a particular claim is covered.

14.2 Scope, sublimits and retentions. The policies are subject to their terms, sublimits, exclusions, deductibles and retentions. The policy under section 14.1(b) may limit coverage for AI services to a sublimit of not less than US$1,000,000. Licensor is not required to buy intellectual-property infringement insurance or to insure every contractual indemnity or risk listed in Standard Contract Section 11. This section does not excuse a failure to maintain the policies and limits in section 14.1.

14.3 Shared limits. Insurance limits may be shared with other insured risks and other customers, and may be reduced by covered claims and defense costs under the policies. Licensor is not required to provide limits dedicated to Buyer, to replenish an aggregate that covered claims have exhausted, to buy crime or employee-theft insurance, or to self-insure the difference between the limits in section 14.1 and those in Standard Contract Section

11. Higher limits or additional coverage apply only if an amendment signed by both Parties identifies this section; a certificate request or procurement questionnaire does not create that obligation.

14.4 Duration. Licensor will maintain the required insurance during the Subscription Term and for one year afterward. For claims-made coverage, Licensor may meet the post-term requirement through continuous renewal or an extended reporting period for claims arising from acts during the Subscription Term, subject to the policy's reporting terms. No policy dedicated to Buyer is required.

14.5 Evidence and endorsements. On Buyer's reasonable request before the Subscription Term starts, and once per year after that, Licensor will provide a certificate of insurance evidencing the policy-level limits in section 14.1. Additional-insured status, waivers of subrogation, primary and non-contributory wording, insurer notices and other special endorsements apply only if an amendment signed by both Parties requires them and the insurer makes them available. A certificate does not amend a policy or expand coverage.

14.6 Insurance does not determine liability. The amount, availability, exhaustion, exclusion or denial of insurance does not increase or reduce the caps in section 13, and performance of a capped obligation is not conditional on payment by an insurer. Standard Contract Section 9.7 remains subject to the caps in section 13. Licensor gives no warranty that its insurance covers infringement claims or all contractual liabilities.

Schedule A: Usage Report contents

A Usage Report contains only the fields below, as aggregate counts, identifiers and dates. The examples are illustrative only.

Field	Definition	Example
Subscription identifier	The AWS License Manager license ARN or the AWS Marketplace agreement identifier for the Subscription.	License ARN
Product version	The installed version of the Product.	2026.11.1
Reporting month	The calendar month the report covers.	2026-11
Peak Enabled Accounts	The highest number of Enabled Accounts in Production Deployments at any time in the reporting month.	47
Entitlement	The number of User Licenses in the Entitlement.	50
Monthly active accounts	The number of distinct Enabled Accounts that signed in at least once during the reporting month.	38
Enabled Accounts by role	The number of Enabled Accounts with the administrator, editor and viewer roles at the end of the reporting month.	3 / 12 / 32
Workspaces	The number of workspaces at the end of the reporting month.	4
Data source types	The types of the data sources configured, by type name only.	Snowflake, Redshift
AI questions	The number of questions submitted to the AI Features during the reporting month.	1,240
Deployments reporting	Always 1: each Deployment prepares its own Usage Report.	1
Entitlement changes	The effective dates and quantities of changes to the Entitlement during the reporting month.	50 until 14 November; 55 from 15 November
Overage evidence	Only where needed to verify an overage under section 5.6: each date on which Enabled Accounts exceeded the Entitlement, with both counts.	14 November: 51 Enabled Accounts; Entitlement 50

Excluded. A Usage Report never contains: names, email addresses or user identifiers; prompts or AI Output; SQL; query results; database, schema, table or column names; dashboard or insight titles; credentials; IP addresses; or any other Customer Data.

Changes. Licensor may add a field only by publishing an updated Schedule A and giving Buyer written notice at least 30 days before the Product first includes that field. Buyer may refuse a new field by written notice, in which case Licensor will ensure that the Product does not include that field in Buyer's Usage Reports.

Schedule B: Standard support

B.1 Channel. Standard support is provided only by email to the support email address identified in the Documentation.

B.2 Hours. Standard support hours are Monday to Friday, 09:00–17:00 local time in Budapest, Hungary (Europe/Budapest), excluding Hungarian public holidays and following local daylight saving time. Licensor's support personnel handle requests during these hours.

B.3 Handling. Buyer may send requests at any time. Requests received outside support hours are handled during subsequent support hours. Licensor's support personnel uses commercially reasonable efforts to respond to and assist with Product issues, without a commitment to begin handling each request immediately at the next opening. Section B.4 governs service levels.

B.4 No service levels. Standard support includes no guaranteed or target response or resolution times, severity-based service levels, fixed update cadence, 24/7 or on-call support, uptime commitments or service credits.

B.5 Other support. Any other channel, coverage period or service level requires an accepted private offer under section 9.2. A request alone creates no additional support commitment.

B.6 Relationship to other terms. This Schedule does not change Licensor's obligations under sections 9.3 to 9.7 or under the Standard Contract.

STANDARD CONTRACT FOR AWS MARKETPLACE

1. Scope.

1.1 Terms and Conditions. This Standard Contract for AWS Marketplace (the "**Standard Contract**") sets forth the terms and conditions applicable to the licensing of Product from the licensor ("**Licensor**") by the Party (defined below) subscribing to the Product ("**Buyer**"), whether deployed into Buyer's Computing Environment and/or made available as SaaS Service from Licensor's Computing Environment. This Standard Contract only applies if the Product is expressly offered pursuant to the Standard Contract. The offer of Product pursuant to this Standard Contract, and Buyer's purchase of the corresponding Subscription, constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement (defined below), and this Agreement will become effective on the date of Buyer's purchase of the corresponding Subscription. Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**".

1.2 Product Subscription. Licensor will fulfill the Subscription to Buyer. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed in Buyer's Computing Environment and/or Product deployed via SaaS Service through Licensor's Computing Environment. The pricing and term of the Subscription (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that are included or referenced in the Product Listing are a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and a description of Licensor's security practices.

1.3 Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Product Listing, the terms and conditions of the NDA (if any and as defined in Section 6.4), the Privacy and Security Terms for SaaS Service Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with Section 12.3, which together constitute the entire 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 Service Subscriptions; (c) the NDA (if any); (d) the Product Listing; and (e) this Standard Contract.

2. Licenses.

2.1 Licensed Materials.

2.1.1 If the Subscription is for a Product, or includes a component of a Product, deployed in Buyer's Computing Environment, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-

terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to deploy, operate and use the Product in Buyer's Computing Environment and to allow its Users to access and use the Product, or the applicable Product component, as so deployed, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.2 If the Subscription is for a Product, or includes a Product component, deployed via SaaS Service, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to access and use the Product via the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.3 Regardless of whether Buyer deploys the Product in Buyer's Computing Environment or accesses the Product via the SaaS Service, Buyer may use the Product only: (a) in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s); (b) 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/or (c) in connection with Buyer's and its Affiliate's interactions with Users.

2.1.4 Buyer may make a reasonable number of copies of the Documentation as necessary to use such Product in 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 permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (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; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4 Open Source Software. Subject to the requirements of Section 5.1(d), Product may contain or be provided with Open Source Software. If Buyer's use of the Product subjects Buyer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open Source Software, and not to the entire Product, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5 No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.

2.6 High-Risk Activities. The Product 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 Product could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Product for any High Risk Activities.

3. Services.

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

3.2 Support Services. Licensor will make available to Buyer Documentation concerning the use and operation of the Product, and Licensor will provide Support Services to Buyer as described, incorporated or referenced in the Product 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 or any Proprietary Rights therein.

4.2 Feedback. Buyer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), provided however, that Feedback does not include any Proprietary Rights of Buyer or Buyer's Affiliates or any Buyer Data or Buyer Materials. Licensor may use and incorporate Feedback in Licensor's products and services without compensation or accounting to Buyer, provided that neither Licensor nor its use of the Feedback identifies Buyer as the source of such Feedback. Feedback is not confidential to Buyer. 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 to Buyer that: (a) for Subscriptions with Entitlement Pricing, in the case of Product, or a component of a Product, deployed in the Buyer's Computing Environment, the Product or component will conform, in all material respects, to the Documentation, for 30 days after Buyer's purchase of the Subscription or the term of the Subscription, whichever is shorter, and, in the case of Product, or a component of a Product, deployed as a SaaS Service, the Product will conform, in all material respects, to the Documentation during the term of the Subscription; (b) a Product, or a component of a Product, provisioned for deployment in the Buyer's Computing Environment will not contain any automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Buyer's exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit Keys that expire at the end of the Subscription); (c) Licensor will use industry standard practices designed to detect and protect the Product 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 Product or interference with or harm to the operation of the Product or any systems, networks or data, including as applicable scanning the Product for malware and other security vulnerabilities and with up to date scanning software or service prior to making the Product (including any Product provided through Support Services) available to Buyer, and for Product or a component of a Product deployed via SaaS Service, scanning the Product or component on a regular basis; and (d) the Product, 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 Product, 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.

5.2 Services. Licensor represents and warrants that any Support 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 and in accordance with the Product Listing and Documentation.

5.3 Remedies. If any Product or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Product and re-perform the

Services as necessary to conform to the warranties. If Licensor does not correct the Product or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the "**Cure Period**"), as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to 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 portion of the Subscription unused at the time Buyer reported the breach of warranty to Licensor, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

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

5.5 Compliance with Laws. Each Party represents and warrants to the other Party 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.

5.6 Power and Authority. Each Party represents and warrants to the other Party 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.

5.7 Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, 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. LICENSOR DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET BUYER'S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

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 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 or as necessary for proper use of the Product. 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 applicable 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. Notwithstanding any provisions herein, if Buyer is a Government Entity, Buyer will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 **NDA**. Buyer and Licensor may agree to a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("**NDA**") that applies to disclosures occurring during the term of 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 Product, or a component of a Product, deployed via SaaS Service only.

7.1 **Acceptable Use; Restrictions on Sensitive Information**.

7.1.1 Buyer will not intentionally use the Product, component 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 illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Product or Licensor's systems or networks.

7.1.2 Buyer will not use the SaaS Services to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Agreement: (1) "special categories of personal data," "sensitive personal information," or "Sensitive Personal Data," as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations). Supplier shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

7.1.3 Licensor may suspend Buyer's or a User's right to access or use any portion or all of the SaaS Service immediately upon notice to Buyer (a) if Licensor, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Buyer or a User's use of the SaaS Service poses a material risk to the security or operation of Licensor's systems, the SaaS Service or the systems or data of any other customer, or (ii) Buyer or a User's use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; (b) if Buyer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Buyer uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Licensor to be used with Highly Sensitive Information. To the extent reasonably practicable, Licensor will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Licensor will promptly restore the SaaS Service to Buyer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

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 represents and warrants to Licensor that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures 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 12.2), 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. In no event will Licensor access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

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 Product. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Product, except for backups of Buyer Data stored and/or maintained at Buyer's direction or in accordance with the Documentation and Privacy and Security Terms. Licensor will provide to Buyer all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Product, 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 administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for Buyer to optimize its use of the Product, including the provision of additional training, and to identify to Buyer complementary uses of 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 arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates or the intended recipient being in same industry or market as Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

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 Product 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 Security; Breach Notification. Licensor will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times Licensor will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to maintain the availability and integrity of Buyer Data and to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will inform Buyer promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Buyer Data (a "**Security Incident**"), provided that such notification is not prohibited by Law. Licensor will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Buyer Data. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer in complying with its obligations under applicable law pertaining to responding to a Security Incident. Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident.

7.6 Data Protection Legislation.

7.6.1 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.

7.6.2 Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Data to Buyer or if Licensor is Processing Personal Data 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 Data Protection Law. Unless

Licensor and Buyer expressly agree to be bound by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, Licensor and Buyer agree to the terms and conditions of the attached Data Processing Addendum. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Data Protection Law.

7.7 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.

8. Limitations of Liability.

8.1 Disclaimer; General Cap. SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED 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.

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.

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 SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4 Special Cap for Security Breach.

8.4.1 FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION 8.4.2 WILL APPLY TO: (a) GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION SPECIFIED IN SECTION 9.5 RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION

BY LICENSOR OF DATA PROTECTION LAWS, AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2 FOR SAAS SERVICE SUBSCRIPTIONS, LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS SET FORTH IN SECTION 9.5 AND LICENSOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5 AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) 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 DAMAGES.

9. Indemnification.

9.1 Licensor Indemnity. Licensor will, at its expense, defend 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 (including government investigations), ("**Claims**") to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under the Privacy and Security Terms or any violation by Licensor of Data Protection Laws. Licensor will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Buyer in any such Claims.

9.2 Buyer Indemnity. Buyer will, at its expense, defend Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all Claims to the extent arising out of or alleging 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; and (b) any unauthorized or unlawful Processing of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Buyer's representations, warranties, and/or obligations under Section 7.2.2. Buyer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Licensor in any such Claims. Notwithstanding any provisions herein to the contrary, if Buyer is a Government Entity, this Section 9.2 will not apply except as permitted by applicable Law.

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 Product 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 and a reasonable time to implement the modified or replacement Licensed Materials.

9.5 Security Breach Remedy. In the case of a SaaS Service Subscription, in addition to Licensor's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Licensor's obligations under any Privacy and Security Terms or any violation by Licensor of Data Protection Laws, Licensor will pay the government fines and penalties and other out-of-pocket costs incurred by Buyer, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Buyer in response to such Security Incident.

9.6 Limitations.

9.6.1 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 Product 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 Product 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 Product in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the Product 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).

9.6.2 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.

9.6.3 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 Processing thereof by Licensor.

9.7 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. 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. In the case of a SaaS Service Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.3.2 following such termination.

10.3 Effect of Termination.

10.3.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Product licensed under such Subscription will terminate, and Buyer's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

10.3.2 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the Product and/or Licensor's Computing Environment (as applicable) and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data using the SaaS Service, then for a period of 45 days (or such other period as may be mutually agreed upon by the Parties in writing) following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from Licensor as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, Licensor will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Licensor's duty to return or enable Buyer's retrieval or deletion of the Buyer Data pursuant to this Section 10.3.2 may be delayed but will not be discharged due to the occurrence of any Force Majeure Event (defined below). Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and Licensor's validation thereof or expiration of the applicable period, whichever is soonest, Licensor may, and within a reasonable time thereafter will, permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Insurance), 12 (General), and 13 (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. Insurance.

11.1 Coverages. Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. Subject to Licensor's right to self-insure as described below, Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

11.1.1 Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and $5,000,000 products/completed operations aggregate;

11.1.2 Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of $2,000,000 each claim and annual aggregate;

11.1.3 If a SaaS Service Subscription, Cyber Liability or Technology Errors and Omissions, with limits of $2,000,000 each claim and annual aggregate, providing for protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) liability arising from loss or disclosure of personal or corporate confidential data; (f) cyber extortion; (g) breach response and management coverage; (h) business interruption; and (i) invasion of privacy; and

11.1.4 If a SaaS Service Subscription, Computer Crime Insurance with limits of $1,000,000 and Employee Theft/Buyer Insurance Coverage with limits of $500,000.

11.2 Umbrella Insurance; Self-Insurance. The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Licensor will provide evidence of Licensor's self-insurance program in a formal declaration (on Licensor's letterhead, if available) that declares Licensor is self-insured for the type and amount of coverage as described in Section 11.1. Licensor's declaration may be in the form of a corporate resolution or a certified statement from a corporate

officer or an authorized principal of Licensor. The declaration also must identify which required coverages are self-insured and which are commercially insured.

11.3 Certificates and Other Requirements. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Licensor furnish to Buyer a certificate of insurance evidencing the coverages set forth above. Licensor's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Licensor's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Licensor's obligation to provide the insurance coverage specified.

12. General.

12.1 Applicable Law. This Agreement will be governed and interpreted under the laws of the State of New York, 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 state and federal courts located in New York City, New York. 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. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 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, Licensor may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Buyer may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Buyer's account or the Buyer'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.

12.3 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 SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.4 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 Product or Services, and in the case of Licensor, where Licensor provides the Product or Services. Each Party certifies that (i) 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 and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. 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 or other applicable jurisdiction.

12.5 Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than 14 days for 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.

12.6 Government Rights. As defined in FARS §2.101, the Product 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.

12.7 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.

12.8 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.

12.9 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 Standard 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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.

12.14 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.

13. Definitions.

13.1 "**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.

13.2 "**AWS Marketplace**" means the marketplace operated by Amazon Web Services, Inc., which is currently located at https://aws.amazon.com/marketplace/, as it may be updated or relocated from time to time.

13.3 "**Buyer Data**" means all data, Personal 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 Product or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

13.4 "**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.

13.5 "**Buyer's Computing Environment**" means the Buyer computing environment in which Licensor authorizes use of the Subscription.

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

13.7 "**Data Protection Law(s)**" means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) ("**GDPR**"), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) ("**CCPA**").

13.8 "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product 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.

13.9 "**Entitlement Pricing**" means any Subscription pricing model where Buyer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

13.10 "**Governmental Entity**" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

13.11 "**International Data Transfer Mechanism**" means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. "**Transfer**," in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.

13.12 "**Licensed Materials**" means the Product, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a Subscription.

13.13 "**Licensor's Computing Environment**" means the computing infrastructure and systems used by Licensor to provide the Product via SaaS Service.

13.14 "**Open Source Software**" means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

13.15 "**Personal Data**" means information the Buyer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. "Personal Data" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Personal Information," as context requires, to the extent such information forms part of the Buyer Data.

13.16 "**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).

13.17 "**Privacy and Security Terms**" means Section 7.5, the attached Data Protection Addendum (if applicable), 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 Standard Contract.

13.18 "**Process"** or **"Processing"** means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

13.19 "**Product Listing**" means the description of Product and other product information listed on the AWS Marketplace and offered by Licensor or its authorized reseller, including Support Services and Licensor's policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor's security practices or disclosures concerning Open Source Software.

13.20 "**Product**" means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides, or is obligated to provide, as part of the Subscription.

13.21 "**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.

13.22 "**SaaS Service**" means access and use of the Product, or a component of a Product, as deployed and hosted by Licensor in the Licensor's Computing Environment, and any software and other technology provided or made accessible by Licensor in connection therewith (and not as a separate product or service) that Buyer is required or has the option to use in order to access and use the Product.

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

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

13.25 "**Subscription**" means a Product subscription for a specific use capacity purchased by Buyer and fulfilled by Licensor for the licensing and provision of Product, whether deployed in Buyer's Computing Environment and/or provided as a SaaS Service through Licensor's Computing Environment.

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

13.27 "**System Data**" means data and data elements (other than Buyer Data) collected by the Product, SaaS Service or Licensor's Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

13.28 "**User**" means Buyer, its Affiliates and any person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Buyer or its Affiliates.

Data Processing Addendum for
Standard Contract for AWS Marketplace

This Data Processing Addendum (this "**Addendum**") is part of the Standard Contract for AWS Marketplace (the "**Standard Contract**") between Licensor (who is the Processor) and Buyer (who is the Controller) and governs Licensor's Processing of Personal Data in its capacity as a Processor in connection with Licensor's provision of the Services it provides pursuant to the Standard Contract. This Addendum shall only apply if Licensor and Buyer have not entered into a separate data processing agreement or similar contractual arrangement with respect to the Processing of Personal Data. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract.

Processing of Personal Data

I. DEFINITIONS

1. "**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data. "Controller" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Business" or "Third Party," as context requires.

2. "**Personal Data Breach**" means a confirmed Security Incident, such as a breach of security of the Services that caused an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, or an event that qualifies as a reportable data breach under applicable Data Protection Law.

3. "**Processor**" means an entity that processes personal data on behalf of another entity. "Processor" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Service Provider," as context requires.

4. "**Sensitive Personal Data**" means the following types and categories of Personal Data, as defined under applicable Data Protection Law, such as: (a) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data; (c) biometric data; (d) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (e) data concerning a natural person's sex life or sexual orientation; (f) government identification numbers (e.g., SSNs, driver's license); (g) payment card information; (h) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (i) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject's account; and (j) precise geolocation. "Sensitive Personal Data" includes equivalent terms in other Data Protection Law, such as "special categories or personal data" or "sensitive personal information," as context requires.

II. INTERNATIONAL DATA TRANSFERS

1. **International Data Transfer**. Before Buyer transfers Personal Data to Licensor, or permits Licensor to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, Buyer will notify Licensor of the relevant requirement and the parties will work together in good faith to fulfill the requirements of that International Data Transfer

Mechanism. The parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

III. DATA PROTECTION GENERALLY

1. Compliance. The parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.

2. Confidentiality. Licensor will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.

3. Security. Licensor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Buyer and processed by Licensor. Such security measures will be at least as protective as the security requirements set forth in the Standard Contract. When choosing security controls, Licensor will consider the state of the art, the cost of implementation, the nature, scope, context, and purposes of Personal Data Processing, and the risk to data subjects of a Security Incident or Personal Data Breach affecting Personal Data.

4. Retention. Personal Data received from Buyer will be retained only for so long as may be reasonably required in connection with Licensor's performance of the Standard Contract or as otherwise required under Data Protection Law.

5. Cooperation. Licensor will cooperate to the extent reasonably necessary in connection with Buyer's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Buyer's obligation to respond to requests for exercising a data subject's rights under Data Protection Law. Licensor reserves the right to charge Buyer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

6. Third Party Requests. If Licensor receives a request from a third party in connection with any government investigation or court proceeding that Licensor believes would require it to produce any Personal Data, Licensor will inform Buyer in writing of such request and cooperate with Buyer if Buyer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.

7. Instructions from the Buyer. Notwithstanding anything in the Standard Contract to the contrary, Licensor will only Process Personal Data in order to provide the Services to Buyer, in accordance with Buyer's written instructions, as permitted by the last sentence of Section III.8 below, or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of Data Protection Law or where Licensor must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Licensor from making such disclosure).

8. Scope of Processing. Licensor is prohibited from: (a) Selling (as such term is defined in the CCPA) Personal Data, (b) Processing the Personal Data for any purpose other than for the specific business purpose of performing Buyer's documented instructions for the business

purposes defined in this Addendum, including retaining, using, or disclosing the Personal Data for a commercial purpose other than performing Buyer's instructions, or (c) Processing the Personal Data outside of the direct business relationship between the parties as defined in this Agreement. Licensor certifies that it understands these restrictions. Notwithstanding the foregoing, Licensor may Process Personal Data to retain or employ another person as a Sub-Processor (as defined in Section III.10 below) in accordance with this Addendum, for internal use by the Licensor to improve the quality of its services (provided that Licensor does not use the Personal Data to perform services on behalf of another person), or to detect data Security Incidents or protect against malicious, deceptive, fraudulent or illegal activity.

9. Sensitive Information. Buyer will inform Licensor if Personal Data is Sensitive Personal Data.

10. Sub-processors. Buyer grants Licensor general authorization, as a Processor, to engage other processors ("**Sub-Processors**") to assist in providing the Services consistent with the Standard Contract. Licensor will make a list of such Sub-Processors accessible to Buyer prior to transferring any Personal Data to such Sub-Processors. Licensor will notify Buyer of any changes to the list of Sub-Processors by updating such list from time to time in order to give Buyer an opportunity to object to such changes.

11. Sub-processor Liability. Where Licensor engages a Sub-Processor for carrying out specific processing activities on behalf of Buyer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Licensor will be liable for the acts or omissions of its Sub-Processors to the same extent as Licensor would be liable if performing the services of the Sub-Processor directly.

12. Recordkeeping. Upon a request issued by a supervisory authority for records regarding Personal Data, Licensor will cooperate to provide the supervisory authority with records related to processing activities performed on Buyer's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

13. Transfer of Personal Data; Appointment. Buyer authorizes Licensor to Process Personal Data in the United States or any other country in which Licensor or its Sub-Processors maintain facilities. Buyer appoints Licensor to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Licensor will conduct all such activity in compliance with the Standard Contract, this Addendum, Data Protection Law, any applicable International Data Transfer Mechanism and Buyer instructions.

14. Deletion or Return. When instructed by Buyer, Licensor will delete any Personal Data or return it to Buyer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Licensor will relay Buyer's instructions to all Sub-Processors.

15. Breach Notification. After becoming aware of a Personal Data Breach, Licensor will notify Buyer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Licensor.

16. Audits. Upon request, Licensor will make available to Buyer all information necessary, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer, to demonstrate compliance with Data Protection Law. For clarity, such audits or inspections are limited to Licensor's Processing of Personal Data only, not any other aspect of Licensor's business or information systems. If Buyer requires Licensor to contribute to audits or inspections that are necessary to demonstrate compliance, Buyer will provide Licensor with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the Standard Contract, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the Standard Contract. Such materials and derivative work product produced in response to Buyer's request will not be disclosed to anyone without the prior written permission of Licensor unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Buyer will give Licensor prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Buyer will make every effort to cooperate with Licensor to schedule audits or inspections at times that are convenient to Licensor. If, after reviewing Licensor's response to Buyer's audit or inspection request, Buyer requires additional audits or inspections, Buyer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.