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.

In the case of any legal disputes or matters that may arise, the below Japanese EULA shall be the authoritative and governing document.

AmiVoice API サービス利用規約(A)

（総則）

第 1 条　この規約（以下「本規約」といいます）は、株式会社アドバンスト・メディア（以下「当社」といいます）が提供する AmiVoice API サービスの提供条件を定めるものです。

（定義）

第 2 条　本規約において、以下に定める用語は、各用語別に定義された内容の意味を有するものとします。

(1) 「本サービス」とは、当社が提供する AmiVoice API サービス（旧名称：AmiVoice Cloud Platform サービス）をいいます。

(2) 「AmiVoice API サービス」とは、本サービス利用者が本サービスを利用して送信した音声データを本サービスによってテキストデータに変換し、変換されたテキストデータと付随情報を本サービス利用者に送信するサービスをいいます。

(3) 「本サイト」とは、本サービスを含む当社の開発者向けサービスのまとめサイトをいい、AmiVoice Cloud Platform サイトと称します。

(4) 「API サービスページ」とは、本サイトの中の本サービスに関する情報を掲載したページをいいます。

(5) 「マイページ」とは、API サービスページにある契約者専用ページをいいます。

(6) 「利用契約」とは、当社と契約者との間の本サービスの提供に関する契約をいいます。

(7) 「契約者」とは、新規利用申込画面からユーザー登録を行い、当社との間で本サービスの利用契約が成立した個人又は法人をいいます。

(8) 「ユーザーID」とは、マイページの利用において、ある契約者とその他の者を識別するために、当社又は契約者が設定する符号をいいます。

(9) 「パスワード」とは、マイページの利用において、ユーザーID を使用する者が契約者本人であることを認証するために、当社又は契約者が設定する秘匿された符号をいいます。

(10) 「API キー等」とは、本サービスの音声認識 API の利用において、ある利用者とその他の者を別するために、当社又は契約者が設定する符号である API キー及びサービスパスワードをいいます。

(11) 「アカウント情報」とは、ユーザーID、パスワード及び API キー等をいいます。

（ユーザー登録／利用契約の成立）

第 3 条　本サービスの利用希望者は、本規約を承諾の上、以下に定める方法でユーザー登録を行うものとします。

（クレジットカード支払の場合）

(1) API サービスページの AmiVoice API アカウントの作成画面からメールアドレスの登録を行います（仮登録）。

(2) 当社よりメールアドレス確認のメールを送付します（自動送信メール）。

(3) 送付されたメールにある新規利用申込 URL からユーザー登録を行います。
※URL はメール送信時から 3 時間有効です。

(4) アカウントが作成されます。

(5) クレジットカード情報を登録します。クレジットカードを登録した時に利用契約が成立します。
クレジットカード情報を登録しないと本サービスを利用することはできません。

（請求書支払の場合）

(1) 請求書支払を希望する場合、その旨を当社にお問い合わせください。

(2) 請求書支払のお問い合わせをいただいた場合、事前審査を行い取引の可否を判断します。事前審

査は第三者に委託して行います。その際、委託先に申込者情報を提供します。委託先は申込者情報を信用調査及び請求行為、入金管理の目的のために利用します。審査が完了次第、アカウント登録の手順と、審査済みコードをお知らせします。

(3) API サービスページの AmiVoice API アカウントの作成画面からメールアドレスの登録を行います（仮登録）。

(4) 当社よりメールアドレス確認のメールを送付します（自動送信メール）。

(5) 送付されたメールにある新規利用申込 URL からユーザー登録を行います。
※URL はメール送信時から 3 時間有効です。
※審査済みコードの入力が必要になります。

(6) アカウントが作成されます。アカウントが作成された時に利用契約が成立します。

2. 契約者は、登録事項に変更が生じたときは、当社の定める方法により遅滞なく当社に変更事項を通知するものとします。
3. 当社は、契約者が、前項に定める通知を怠ったことにより契約者に対する通知の不到達、本サービスの一部不提供、その他の事由による不便、不都合、損害を被った場合であっても、一切責任を負わないものとします。
4. 前三項の定めは、AWS Marketplace から本サービスの利用を申し込んだ方には適用されず、AWS Marketplace から本サービスの利用を申し込む方は、AWS Marketplace の申し込み手続きに従うものとします。本サービス利用契約成立後、本サービスの利用手続きを案内します。

（アカウント情報）

第 4 条　契約者は、アカウント情報を第三者に開示、提供、貸与、第三者との共有をしてはならず、また第三者に漏洩することのないよう厳重に管理（パスワードの適宜変更を含みます）するものとします。アカウント情報の管理不備、使用上の過誤、第三者の使用等により契約者自身及びその他の者が損害を被ったとしても、当社は一切の責任を負わないものとします。契約者のアカウント情報による本サービスの利用その他の行為は、全て契約者による利用とみなします。

2. 第三者が、契約者のアカウント情報を用いて、本サービスを利用した場合、当該行為は全て契約者の行為とみなされ、契約者はかかる利用についての利用料金の支払いその他の債務一切を負担するものとします。また、当該行為により当社が損害を被った場合、契約者は当該損害を補償するものとします。ただし、当社の故意又は重大な過失によりアカウント情報が第三者に利用された場合はこの限りではありません。

（無料利用サービス）

第 5 条　契約者は、各エンジンにつき毎月 60 分まで本サービスを無料で利用することができます。各エンジンの 1 歴月の利用時間が 60 分を超過した場合、超過した時間に対して従量課金されます。

2. 第 1 項に定める無料利用は、1 契約者につき 1 アカウントに限ります。複数アカウントを契約している契約者は、特定された 1 アカウントでのみ第 1 項に定める無料サービスを受けることができます。
3. 本サービスの利用申込者は、次条に定めるところによりクレジットカードの登録手続きを行うものとします。クレジットカード登録手続きが完了しない場合、本サービスを利用することはできません。
4. 本条に定める無償利用サービスは、AWS Marketplace から本サービスの利用を申し込まれた契約者には適用されません。

第 6 条　削除

（音声認識）

第 7 条　契約者は、本サービスで使用している音声認識技術は、本質的に統計的な処理を行うものであり、音声認識を行った結果の誤認識は、その処理において内在するものであることを了解しているものとします。当社は、本サービスの誤認識により契約者に生じる不便、不都合、その他一切の影響に関していかなる責任も負わないものとします。

2. 契約者が本サービスを利用するためにアップロードする音声データ、並びに本サービス利用の結果作成されるテキストデータを、当社は、当社製品及びサービスの研究開発、及び品質向上のために利用することができるものとします。ただし、契約者及びテキストデータの内容が特定できる形態で使用することはありません。契約者の選択により、データを記録しない接続先として当社が別途指定する URL にアップロードされた音声データ、及び音声認識した結果作成されるテキストデータについては、上記目的であっても利用いたしません。

（本サービスの変更）

第 8 条　当社は、契約者に本サービスの変更内容を事前に通知することにより、又は API サービスページに掲載することにより本サービスの種類、内容、利用料金その他本サービスの内容を変更することができるものとします。本サービスの変更内容に契約者に不利益な内容が含まれている場合は本サービスの変更予定日の 30 日前までに通知又は本ページに掲載します。

（SLA）

第 9 条　本サービスのサービスレベルは、当社が別途提示する「AmiVoice API SLA（共用サーバー）」（以下、「SLA」といいます）により規定されるものとします。

2. 当社の責に帰すべき事由により契約者が本サービスを利用することができなくなった場合、当社は SLA で定めるところにより、本サービス利用料を減額します。
3. 当社の責に帰すべき事由により契約者が本サービスを利用できなくなった場合の当社の責任は、前項に定めるものに限られ、本サービスが利用できないことにより契約者に生じるその他一切の損害、不便、不都合から当社は免責されるものとします。

（バックアップ）

第 10 条　当社は、本サービス用サーバーにアップロードされた契約者の音声データ、テキストデータ、又はその他のデータが、いかなる場合も消失せず、改竄されず、消去されないことを保証するものではありません。

2.　本サービス用サーバーにアップロードした音声データ、及び本サービスにより音声認識した結果作成されるテキストデータの保管、保存、バックアップ等については、契約者が、契約者の責任で実施するものとします。当社はかかるデータ等の保管、保存、バックアップ等に関して、一切責任を負わないものとします。

（禁止行為）

第 11 条　契約者は、本サービスの利用にあたり、次の各号に定める行為をしてはならないものとします。

(1) 本サービスに関する情報を改竄する行為
(2) 有害なコンピュータプログラム等を送信又は書き込む行為
(3) 第三者又は当社の財産、名誉及びプライバシー等を侵害する行為
(4) 本サービスの利用又は提供を妨げる行為（事前通知なく実施する負荷テスト、DDoS シミュレーションテスト等を含みますがこれらに限るものではありません）
(5) 第三者又は当社の著作権その他の知的財産権を侵害する行為
(6) 法令又は公序良俗に反する行為
(7) 当社の信用を傷つけ、又は当社に損害を与える行為

(8) その他当社が不適切と考える行為

2. 契約者が、前項の定めに該当する場合、当社は、本サービスの提供を一時的に停止するか、又は利用契約を解除することができるものとします。

（本サービスの提供中止）

第 12 条 当社は、次の各号のいずれかに該当する場合、本サービスの全部又は一部の提供を一時的に中止することがあります。

(1) 本サービス運用システムの保守又は工事上やむを得ないとき

(2) 本サービス運用システムの障害その他やむを得ない事由が生じたとき

(3) 通信回線又はデータセンターの設備障害により本サービスの提供を行うことができないとき

(4) 天災地変その他不可抗力事由により一時的に本サービスの提供ができないとき

2. 前項の定めに基づき本サービスの全部又は一部の提供を中止する場合、事前に当社が適当と判断する方法で契約者に通知します。ただし、緊急やむを得ないときはこの限りではありません。

（本サービスの廃止）

第 13 条 当社は、次の各号のいずれかに該当する場合、本サービスの全部又は一部を廃止するものとし、廃止日をもって利用契約の全部又は一部を解約することができるものとします。

(1) 廃止日の 60 日前までに契約者に通知した場合

(2) 天災地変等不可抗力事由により本サービスを継続して提供することができなくなった場合

(3) 経済合理性その他の事由により当社が本サービスを継続して提供することを断念した場合

（本サービスの利用料金、算定方法等）

第 14 条 本サービスの利用料金、算定方法等は、API サービスページに掲載するとおりとします。

2. AWS Marketplace から本サービスの利用を申し込まれた契約者に対する本サービスの利用料金、算定方法等は「別表_価格表」のとおりとします。

（利用料金の支払）

第 15 条 契約者は、本サービス利用料金及びこれにかかる消費税等を本規約に基づき支払うものとします。なお、契約者が本条に定める支払いを行わない場合、当社は、契約者との利用契約を解除することができるものとします。

（利用料金の支払方法）

第 16 条 契約者が本サービス利用料金の支払方法としてクレジットカード支払を選択した場合、本サービスの利用料金及びこれにかかる消費税等を、当社が指定したクレジットカード会社の発行するクレジットカードにより、クレジットカード会社の規約に基づき支払うものとします。

2. 契約者と前項のクレジットカード会社又は金融機関との間で利用料金の決済をめぐって紛争が発生した場合、契約者が自らの責任と負担で解決するものとし、当社は一切の責任を負わないものとします。

3. 契約者が請求書支払を選択した場合、本サービス利用料の支払いは、マネーフォワードケッサイ株式会社（以下「請求代行会社」という）が提供しているマネーフォワード掛け払いサービスを利用するものとします。当社は、毎月の確定した本サービス利用料の請求依頼を請求代行会社に対して行い、契約者は、請求代行会社から請求された本サービス利用料を請求代行会社に支払い、当社は、請求代行会社から契約者の本サービス利用料を受け取るものとします。

4. 当社は、前号に定める請求代行会社に対して行う請求依頼記載金額と同額の請求書を契約者に対して原則翌月 3 営業日まで（年末始休暇、乙指定休日等により翌月 3 営業日までに請求書を提出することができない場合があります）にメールに添付するか、郵送にて送付します。
5. 契約者の本サービス利用料の支払期日は当月分翌々月末日とします。
6. 契約者が一度でも支払期日までに本サービス利用料の支払いを行わなかった場合、契約者は請求書支払を利用できなくなります。
7. 契約者が AWS Marketplace 経由で本サービスの利用申込を行った場合、アマゾン　ウェブ　サービス　ジャパン合同会社（以下「AWS Japan」といいます）から本サービス利用料の請求書が発行されます。当社は、毎月の確定した本サービス利用料の請求依頼を AWS Japan に対して行い、契約者は、AWS Japan から請求された本サービス利用料を AWS Japan に支払うものとします。契約者の本サービス利用料の支払期日、及び方法は、AWS Japan の請求書に記載されたとおりとします。

（遅延利息）

第 17 条　契約者が、本サービスの利用料金を所定の支払期日までに支払わない場合、契約者は、所定の支払期日の翌日から支払日までの日数に、年 14.6%の利率で計算した金額を遅延利息として、翌請求時に本サービスの利用料金と一括して、当社が指定する期日までに当社の指定する方法により支払うものとします。

（連絡責任者）

第 18 条　契約者から別段の通知がない限り、申込者が本サービスの利用に関する契約者の連絡責任者とみなします。本サービスの利用に関する当社との連絡・確認等は、原則として連絡責任者を通じて行うものとします。

2. 契約者は、連絡責任者に変更が生じた場合、当社に対して別途当社が定める方法で速やかに変更後の連絡責任者を通知するものとします。

（秘密情報の取り扱い）

第 19 条　当社は、本サービスの利用のために契約者から提供される情報を本サービス履行（本サービスのサービス向上のためにチューニングを行うことを含みます）以外の目的に利用せず、またいかなる第三者にも開示いたしません。

2. 前項の定めにかかわらず、当社は、法令等の定めに基づき又は当局から要求された場合、契約者から預託された秘密情報を開示することができるものとします。この場合、当社は、関連法令に反しない限り、当該開示前に開示する旨を契約者に通知するものとし、開示前に通知を行うことができない場合は事後速やかにこれを行うものとします。
3. 本条の規定は、本サービス終了後も有効に存続するものとします。

（個人情報の取り扱い）

第 20 条　当社は、本サービスに関連して契約者から提供を受けた個人情報（個人情報の保護に関する法律に定める「個人情報」をいいます。以下同じとします。）を本サービス遂行のためにのみ使用し、個人情報保護法を始め個人情報の保護に関するその他の法令及び監督官庁が公表している本サービスに関連するガイドライン等を遵守するものとします。

2. 個人情報の取り扱いについては、前条（秘密情報の取り扱い）の規定を準用するものとします。

（反社会的勢力の排除）

第 21 条　契約者又は当社が、次の各号の一に該当した場合には、相手方は、何ら催告することなく、かつ

何ら責任を負うことなく、利用契約を解約することができるものとします。

① 暴力団、暴力団員、暴力団関係者、総会屋、その他の反社会的勢力（以下「暴力団等」という）である場合、又は暴力団等であった場合

② 代表者、役員、責任者若しくは実質的に経営を支配する者が、暴力団等である場合、又は暴力団等であった場合

③ 代表者、役員、責任者若しくは実質的に経営を支配する者が、暴力団等への資金提供を行なった場合、又は暴力団等と密接な関係がある場合

④ 暴力団等と取引を行っている場合、又は取引を行っていた場合

（契約者からの利用契約の解約）

第 22 条　契約者は、マイページから解約手続きを取ること、又は抹消希望メールを当社に送付することにより、いつでも利用契約を解約することができます。当社は抹消希望メール受領後速やかにユーザー登録を抹消します。

（当社からの利用契約の解約）

第 23 条　当社は、契約者が次の各号のいずれかに該当すると判断した場合、契約者への事前の通知若しくは催告を要することなく利用契約の全部若しくは一部を解約することができるものとします。

(1) 新規利用申込時の入力内容、変更事項その他通知内容等に虚偽記入又は記入もれがあったことが後日判明した場合

(2) 支払停止又は支払不能となった場合

(3) 手形又は小切手が不渡りとなった場合

(4) 差押え、仮差押え若しくは競売の申立があったとき又は公租公課の滞納処分を受けた場合

(5) 自己破産の申立をしたとき又は信用状態に重大な不安が生じた場合

(6) 監督官庁から営業許可の取消、停止等の処分を受けた場合

(7) 利用契約に違反し当社がかかる違反の是正を催告した後、合理的な期間内に当該違反が是正されない場合

(8) 契約者に利用契約を履行することが困難となる事由が生じたと当社が合理的に判断する場合

(9) 当社が、利用契約を継続することが困難であると判断する合理的な理由が生じた場合

2. 契約者は、前項による利用契約の解約があった時点において未払いの本サービス利用料金その他の債務がある場合には、期限の利益を享受することなく直ちにこれらを支払うものとします。

（損害賠償の制限）

第 24 条　債務不履行責任、不法行為責任、その他法律上の請求原因の如何を問わず、本サービスに関して、当社が契約者に対して負う損害賠償責任の範囲は、当社が利用契約に違反したことが直接の原因で契約者に現実に発生した通常の損害に限定され、損害賠償の額は、損害が生じた案件に関して当社が契約者から本サービス利用料金として直近３か月間に受領した金額を超えないものとします。なお、当社の責に帰すことができない事由から生じた損害、当社の予見の有無を問わず特別の事情から生じた損害、逸失利益について当社は賠償責任を負わないものとします。

（通知）

第 25 条　当社から契約者への通知は、別段の定めのない限り、通知内容を電子メール、書面又は API サービスページに掲載するなど、当社が適当と判断する方法により行います。

2. 前項の規定に基づき、当社から契約者への通知を電子メールの送信又は API サービスページに掲載する方法により行う場合には、契約者に対する当該通知は、それぞれ電子メールの送信又は API サービスページへの掲載がなされた時点から効力を生じるものとします。

（規約の変更）

第 26 条　当社は、本規約を随時変更することがあります。なお、この場合には、本サービスの利用条件その他利用契約の内容は、変更後の本規約を適用するものとします。

2. 当社は、前項の変更を行う場合は、事前に変更後の本規約の内容を API サービスページに掲載すること等によって契約者に通知するものとします。変更内容に契約者に不利益な内容が含まれる場合は 30 日の予告期間をおくものとします。ただし、緊急の場合はこの限りではありません。

（権利義務譲渡の禁止）

第 27 条　契約者は、利用契約上の地位、利用契約に基づく権利又は義務の全部又は一部を他に譲渡してはならないものとします。

（合意管轄）

第 28 条　契約者と当社の間で訴訟の必要が生じた場合には、東京簡易裁判所又は東京地方裁判所をもって合意による専属管轄裁判所とします。

（準拠法）

第 29 条　利用契約の成立、効力、履行及び解釈に関する準拠法は、日本法とします。

制定：2024 年 10 月 1 日
最終改定：2026 年 6 月 1 日

別表_価格表

「AmiVoice API - Contract with pay-as-you-go」の価格表は、下記のとおりとします。

1-month contract

Dimension	API identifier	Cost/month	Overage cost/unit
General Engines (No Logging) - 10 Hours Free	general_nolog_free_10h	$0.00	$0.00037500
General Engines (No Logging) - For Private Offer	general_nolog_for_private	$0.00	$0.00037500

Additional usage costs

Dimension	API identifier	Cost/unit
General Engines (No Logging) - Additional 1 sec	general_nolog_add_sec	$0.00037500
General Engines (Logging) - Additional 1 sec	general_add_sec	$0.00025000
General Engines (Asynchronous) (No Logging) - Additional 1 sec	general_async_nolog_add_sec	$0.00025000
General Engines (Asynchronous) (Logging) - Additional 1 sec	general_async_add_sec	$0.00020000
Medical Engines (No Logging) - Additional 1 sec	medical_nolog_add_sec	$0.00056250
Medical Engines (Logging) - Additional 1 sec	medical_add_sec	$0.00037500
Domain-Specific Engines (No Logging) - Additional 1 sec	domain_nolog_add_sec	$0.00037500
Domain-Specific Engines (Logging) - Additional 1 sec	domain_add_sec	$0.00030000
Sentiment Analysis - Additional 1 sec	sentiment_add_sec	$0.00040000

AmiVoice API SLA（共用サーバ）(A)

1.前提条件

1.1 提供するサービス

本サービス利用者が、本サービスを利用して送信した音声データを、本サービスによってテキストデータに変換し、テキストデータと付随情報を本サービス利用者に送信するサービスです。

1.2 サーバについて

冗長性確保のため、2 台以上のサーバを用意して本サービスを提供します。サーバ及びサーバプロセスは、本サービスの他の利用者と共用します。

1.3 接続回線について

接続に使用する回線は、インターネット回線です。

2.サービスレベル（サーバ）

2.1 サービス時間

24 時間 365 日

（計画停止／定期保守を除く）

2.2 計画停止予定通知

3 日前までに AmiVoice API サービスのログイン画面又は AmiVoice Cloud Platform のウェブサイト（以下「ACP サイト」といいます）にて通知いたします。

※　緊急事態発生時はこの限りではありません。

2.3 サービス稼働率

月間のサービス稼働率が、99.95%以上であることを保証します。

月間サービス稼働率＝（月間総稼動時間－累計障害時間）÷月間総稼動時間×100

月間総稼働時間[時]	暦日数×24 時間
累計障害時間[時]	当社がハードウェア又はソフトウェアによる障害を認知した時刻(※)から起算して稼動回復するまでの時間 ※ 「障害」とは、提供中のサーバが全て「使用不能」となった状態をいいます。 ※ 「認知した時刻」とは、契約者からの問い合わせを受け、当社が障害を確認した時刻、又は、サーバ監視プログラムからのアラート通知を当社が受信した時刻となります。

2.4 保証する品質を下回った場合の対応

月間のサービス稼働率が、99.95%未満の場合、当社は契約者からの要求に基づき、以下に定める金額を返金します。ただし、当該金額が 3,000 円（AWS Marketplace 経由の契約者の場合は 20 米ドル）（税抜）未満の場合は返金しません。また、契約者からの返金要求は、障害発生月の翌月までに行われる必要があります。

返金額＝障害発生月の月額利用料×（99.95%－月間サービス稼働率）
（1 円未満は切り捨て）

2.5 ディザスタリカバリ（不可抗力による回復措置）

大地震等不可抗力により当社契約データセンタ若しくはクラウドサービスが損害を受け、サービスの提供ができなくなったときは、別のデータセンタ若しくはクラウドサービスを利用してサービスを継続して提供できるよう努めます。

2.6 重大障害発生時の代替手段

当社契約データセンタ若しくはクラウドサービスにて重大障害が発生し、サービスの提供ができなくなったときは、別のデータセンタ若しくはクラウドサービスを利用してサービスを継続して提供できるよう努めます。

2.7 アップグレード方針

当社が必要と判断した場合、音声認識サーバ及び音声認識辞書について、アップグレードを実施します。アップグレードは、原則システムの稼働を保持して行うものとしますが、全システムの停止を伴うアップグレードを実施する場合は、AmiVoice API サービスのログイン画面又は ACP サイトにて通知いたします。

2.8 システム監視基準

サービスで提供しているプロセスは定期監視プログラムにより、24 時間監視します。

2.9 障害通知プロセス

当社がハードウェア又はソフトウェアによる障害を認知した場合、下記受付時間内において、可及的速やかに AmiVoice API サービスの ログイン画面又は ACP サイトにて通知いたします。

受付時間：AM9:30～PM5:30（土、日、祝日、国民の休日、当社指定の年末年始休暇等を除きます）

2.10 サーバ動作ログの保存期間

当社は、サーバ動作ログを少なくとも 3 ヶ月間保存するものとします。

2.11 音声データ及び認識結果ログの取扱い

(1) 契約者がログ保存なしのプランを利用している場合、サーバに音声データ及び認識結果ログは保存されません。
(2) 契約者がログ保存ありのプランを利用している場合、サーバに一時的に音声データ

及び認識結果ログが保存され、その後当社管理下のストレージに回収されます。回収された音声データ及び認識結果ログを、当社は、当社製品及びサービスの研究開発、品質向上のために利用することができるものとします。

2.12 セキュリティ

当社は、保守・点検作業を行うにあたり、リモートでデータセンタ内のサーバにアクセスします。アクセスに際して、アクセス元の IP アドレスを制限しており、アクセス中の通信は、SSL 暗号化されています。

2.13 情報取扱者の制限

契約者データへのアクセスは、当社事業責任者の許可を得た者に制限されております。

2.14 執務室への入退室

当社は、IC カードによる運用で執務室への入退室を管理しております。

3. 免責事項

以下に該当する場合は、この AmiVoice API SLA の対象外となります。

1) 天災地変等、当社の管理を超える不可抗力による場合
2) 2.2 項に定める事前アナウンスされたメンテナンス時間帯
3) 通信障害、データセンタの設備障害、電力障害等当社の責に帰さない事由による場合

制定日：2024 年 10 月 1 日

AmiVoice API SLA（共用サーバ）(A)

1.前提条件

1.1 提供するサービス

本サービス利用者が、本サービスを利用して送信した音声データを、本サービスによってテキストデータに変換し、テキストデータと付随情報を本サービス利用者に送信するサービスです。

1.2 サーバについて

冗長性確保のため、2 台以上のサーバを用意して本サービスを提供します。サーバ及びサーバプロセスは、本サービスの他の利用者と共用します。

1.3 接続回線について

接続に使用する回線は、インターネット回線です。

2.サービスレベル（サーバ）

2.1 サービス時間

24 時間 365 日

（計画停止／定期保守を除く）

2.2 計画停止予定通知

3 日前までに AmiVoice API サービスのログイン画面又は AmiVoice Cloud Platform のウェブサイト（以下「ACP サイト」といいます）にて通知いたします。

※　緊急事態発生時はこの限りではありません。

2.3 サービス稼働率

月間のサービス稼働率が、99.95%以上であることを保証します。

月間サービス稼働率＝（月間総稼動時間－累計障害時間）÷月間総稼動時間×100

月間総稼働時間[時]	暦日数×24 時間
累計障害時間[時]	当社がハードウェア又はソフトウェアによる障害を認知した時刻(※)から起算して稼動回復するまでの時間 ※ 「障害」とは、提供中のサーバが全て「使用不能」となった状態をいいます。 ※ 「認知した時刻」とは、契約者からの問い合わせを受け、当社が障害を確認した時刻、又は、サーバ監視プログラムからのアラート通知を当社が受信した時刻となります。

2.4 保証する品質を下回った場合の対応

月間のサービス稼働率が、99.95%未満の場合、当社は契約者からの要求に基づき、以下に定める金額を返金します。ただし、当該金額が 3,000 円（AWS Marketplace 経由の契約者の場合は 20 米ドル）（税抜）未満の場合は返金しません。また、契約者からの返金要求は、障害発生月の翌月までに行われる必要があります。

返金額＝障害発生月の月額利用料×（99.95%－月間サービス稼働率）
（1 円未満は切り捨て）

2.5 ディザスタリカバリ（不可抗力による回復措置）

大地震等不可抗力により当社契約データセンタ若しくはクラウドサービスが損害を受け、サービスの提供ができなくなったときは、別のデータセンタ若しくはクラウドサービスを利用してサービスを継続して提供できるよう努めます。

2.6 重大障害発生時の代替手段

当社契約データセンタ若しくはクラウドサービスにて重大障害が発生し、サービスの提供ができなくなったときは、別のデータセンタ若しくはクラウドサービスを利用してサービスを継続して提供できるよう努めます。

2.7 アップグレード方針

当社が必要と判断した場合、音声認識サーバ及び音声認識辞書について、アップグレードを実施します。アップグレードは、原則システムの稼働を保持して行うものとしますが、全システムの停止を伴うアップグレードを実施する場合は、AmiVoice API サービスのログイン画面又は ACP サイトにて通知いたします。

2.8 システム監視基準

サービスで提供しているプロセスは定期監視プログラムにより、24 時間監視します。

2.9 障害通知プロセス

当社がハードウェア又はソフトウェアによる障害を認知した場合、下記受付時間内において、可及的速やかに AmiVoice API サービスの ログイン画面又は ACP サイトにて通知いたします。

受付時間：AM9:30～PM5:30（土、日、祝日、国民の休日、当社指定の年末年始休暇等を除きます）

2.10 サーバ動作ログの保存期間

当社は、サーバ動作ログを少なくとも 3 ヶ月間保存するものとします。

2.11 音声データ及び認識結果ログの取扱い

(3) 契約者がログ保存なしのプランを利用している場合、サーバに音声データ及び認識結果ログは保存されません。
(4) 契約者がログ保存ありのプランを利用している場合、サーバに一時的に音声データ

及び認識結果ログが保存され、その後当社管理下のストレージに回収されます。回収された音声データ及び認識結果ログを、当社は、当社製品及びサービスの研究開発、品質向上のために利用することができるものとします。

2.12 セキュリティ

当社は、保守・点検作業を行うにあたり、リモートでデータセンタ内のサーバにアクセスします。アクセスに際して、アクセス元の IP アドレスを制限しており、アクセス中の通信は、SSL 暗号化されています。

2.13 情報取扱者の制限

契約者データへのアクセスは、当社事業責任者の許可を得た者に制限されております。

2.14 執務室への入退室

当社は、IC カードによる運用で執務室への入退室を管理しております。

3. 免責事項

以下に該当する場合は、この AmiVoice API SLA の対象外となります。

1) 天災地変等、当社の管理を超える不可抗力による場合
2) 2.2 項に定める事前アナウンスされたメンテナンス時間帯
3) 通信障害、データセンタの設備障害、電力障害等当社の責に帰さない事由による場合

制定日：2024 年 10 月 1 日