



Order Form

This Order Form ("**Order**") is between:

Zesty Tech Inc., a Delaware corporation located at 1825 S Grant St., San Mateo, CA 94402, US ("**Company**")

and

the customer entity purchasing the Platform subscription via the AWS Marketplace ("**Customer**").

This Order Form is governed by, and subject to, the *Zesty Customer Terms and Conditions* available at <https://zesty.co/terms-and-conditions/> (the "**Terms**"), as may be supplemented or amended by the *Special Terms* below. The Terms are incorporated herein by reference. Capitalized terms not otherwise defined in this Order, will have the meanings given to them in the Terms.

By Customer submitting its order (e.g., by clicking 'Create contract' or similar button) via the AWS Marketplace checkout page (the "**AWS Checkout Page**"), Customer is entering into this Order with the Company. The individual entering into this Order on behalf of the Customer represents that he/she is authorized to enter into this Order on behalf of Customer, and has read and agreed to this Order and the Terms.

The order details specified in the AWS Checkout Page shall be deemed part of this Order. To the extent of any conflict or inconsistency between the two, the order details specified in the AWS Checkout Page shall prevail.

A. Subscription

Subscription details (such as Subscription start date and end date) shall be as specified in the AWS Checkout Page.

B. Fees (Total Savings)

The Fees shall be as specified in the AWS Checkout Page.

For clarity, the Commitment Manager Fee is calculated as a percentage (%) of the Total Savings (defined below) generated in the Customer Cloud (the "**Commitment Manager Fee**"). Such percentage (%) shall be as specified in the AWS Checkout Page. The minimum monthly charge shall be \$1000 (the "**Minimum Charge**"), any Total Savings incurred beyond the Minimum Charge will be charged in accordance with the Commitment Manager Fee.



It is understood that the Fees stated herein and/or in the AWS Checkout Page will remain in effect until a new Order Form is executed, or until the Customer provides to the Company a written termination notice, the earlier of the two.

Definitions

- **Total Savings:** The difference between the OnDemand Total and the Offering Total (e.g. [OnDemand Total] - [Offering Total]).
- **OnDemand Total:** The total cost for the line item based on the OnDemand Rate (e.g. [OnDemand Rate] X [Usage Hours]).
- **Offering Total:** The total cost for the line item based on the Offering Rate (e.g. [Offering Rate] X [Purchased Hours]).
- **OnDemand Rate:** The public OnDemand Instance rate in a billing period for the specific line item.
- **Savings Percent:** The Commitment discount to be applied on the OnDemand Rate.
- **Offering Rate:** The instance rate after applying the Savings Percent discount on the OnDemand Rate (e.g. [1 - Savings Percent] X [OnDemand Rate]).
- **Usage Hours:** The actual number of hours (or, if applicable, portion thereof) during which the instances were running or used, as determined by the applicable Customer Cloud Provider.
- **Purchased Hours:** The number of hours (or, if applicable, portion thereof) purchased in the Customer Cloud.

SPECIAL TERMS
None.