

THIS AWS MARKETPLACE ADDENDUM FORMS PART OF THE PHRASE TERMS OF SERVICE AVAILABLE AT <https://www.phrase.com/legal> (TOGETHER, THE “**AWS TERMS**”). THE AWS TERMS GOVERN ANY OFFER MADE AVAILABLE BY PHRASE TO CUSTOMER THROUGH THE AMAZON WEB SERVICES (“**AWS**”) MARKETPLACE. PHRASE MAY UPDATE THE AWS TERMS FROM TIME TO TIME WITHOUT NOTICE. BY CONTINUING TO USE ANY SERVICES PROVIDED BY PHRASE, CUSTOMER AGREES TO COMPLY WITH THE AWS TERMS AS UPDATED.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The following new definition shall be added to Section 1 (*Definitions*) of the Phrase Terms of Service:

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

“**Public Offer**” shall mean a subscription to the Phrase Solutions as offered publicly on AWS Marketplace.

2. The definition of “Order Form” in Section 1 (*Definitions*) of the Phrase Terms of Service shall be deleted in its entirety and replaced with the following new definition of “Order Form”:

“**Order Form**” means the ordering document for Customer’s purchase of the Phrase Solutions, directly or indirectly, from Phrase, including via the AWS Contracting Party.

The following new Section 2.2 shall be added under Section 2 (*Registration*) of the Phrase Terms of Service:

2.2 Phrase reserves the right to reject a Customer’s purchase of a Phrase Solution via a Public Offer within thirty six (36) hours of the purchase being made on the AWS Marketplace.

3. Section 6.3 of the Phrase Terms of Service shall be deleted in its entirety and replaced with the following new Section 6.3:

6.3 Subscription Fees for the Phrase Solutions will be invoiced via AWS Marketplace by the applicable AWS entity in accordance with the payment terms as agreed between Customer and the applicable AWS Contracting Party. Customer acknowledges and agrees that (a) Phrase may share information with AWS related to Customer’s use and consumption of the Phrase Solutions (including Customer Personal Data) for account management and billing purposes, and (b) AWS is not authorised to make any changes to this Agreement or otherwise authorised to make any warranties, representations, promises or commitments on behalf of Phrase or in any way concerning the Phrase Solution. Phrase may suspend Customer’s account or terminate these AWS Terms for material breach if (i) Customer fails to pay AWS for the Phrase Solutions, or (ii) AWS fails to pay Phrase amounts owed by Customer for the Phrase Solutions, in each case by the applicable due date.

4. The following new Section 5.7 shall be added under Section 5 (*Term and Termination*) of the Phrase Terms of Service:

5.7 In the event that Customer purchases the Phrase Solutions via a Public Offer, Phrase may terminate these Terms of Service (including Customer's subscription) for convenience at any time for any reason without liability to Customer.