

## AWS MARKETPLACE ADDENDUM

This AWS Marketplace Addendum forms part of the XTM Subscription Agreement Terms available [here](#) (together, the “**AWS Terms**”). The AWS terms govern any offer made available by XTM to the Customer through the Amazon Web Services (“**AWS**”) Marketplace. XTM may update the AWS Terms at any time without notice. By continuing to use Services provided by XTM, the 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 the Definitions Schedule (available [HERE](#)) of the XTM Subscription Agreement Terms:

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

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

2. The definition of “Order Form” in the XTM Definitions Schedule shall be deleted in its entirety and replaced with the following new definition of “Order Form” for offers made through the AWS Marketplace:

**“Order Form”** means the ordering document for Customer’s purchase of XTM Services through the AWS Marketplace, received, directly from either XTM or the AWS Contracting Party. The definition of “Fees” in the XTM Definitions Schedule shall be deleted in its entirety and replaced with the following new definition of “Fees” for offers made through the AWS Marketplace:

**“Fees”** means the fees detailed in an Order Form together with any other amounts payable for Services and invoiced directly by AWS Contracting Party to the Customer.

3. The following new Clause 2.4 shall be added under Clause 2 (*Rights of Use*) of the XTM Subscription Agreement Terms;

*“XTM reserves the right to reject a Customer’s purchase of XTM Services via a Public Offer within thirty six (36) hours of the purchase being made on the AWS Marketplace”.*

4. Section 7.1 of the XTM Subscription Agreement Terms shall be deleted in its entirety and replaced with the following new Section 7.1:

*“Fees for the XTM Services 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) XTM may share information with AWS related to Customer’s use and consumption of the XTM Services (including Customer Protected Data) for account management and billing purposes, and (b) AWS is not authorised to make any changes to AWS Terms or otherwise authorised to make any warranties, representations, promises or commitments on behalf of XTM or in any way concerning the XTM Services. XTM may suspend Customer’s account or terminate these AWS Terms for material breach if (i) Customer fails to pay AWS for the XTM Services, or (ii) AWS fails to pay XTM amounts owed by Customer for the XTM Services, in each case by the applicable due date”.*

5. The following new Section 20.5 shall be added under Section 20 (*Term and Termination*) of the XTM Subscription Agreement Terms:

*“In the event that Customer purchases the XTM Services via a Public Offer, XTM may terminate the AWS Terms (including the Customer’s subscription and any Support Services) for convenience at any time for any reason without liability to Customer”.*