

USER LICENSE FOR AWS MARKETPLACE

1. Scope.

1.1 Terms and Conditions. This User License for AWS Marketplace (the “**Standard Contract**”) sets forth the terms and conditions applicable to the licensing of Software from the licensor (“**Licensor**”) by the Party subscribing to the Software (“**Buyer**”) through the AWS Marketplace, whether deployed via AMI or SaaS, via a AWS Marketplace Listing. The offer of the Software and/or Services as a AWS Marketplace Listing on the AWS Marketplace, and Buyer’s purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party’s respective acceptance of this Standard Contract and their entry into this Agreement (defined below) with respect to the 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 Software Subscription. Licensor will supply and sell to Buyer, and Buyer will subscribe to and purchase, respectively, a Subscription as set forth in the AWS Marketplace Listing in accordance with this Agreement. A Subscription, as described in the applicable AWS Marketplace Listing, may be for Software deployed via AMI (“**AMI Software**”) or Software deployed via SaaS (“**SaaS Software**”). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable AWS Marketplace Listing. A Subscription may be provided on a Metered Pricing, Entitlement Pricing or other basis through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the Licensor’s applicable AWS Marketplace Listing and is subject to Section 1.6 (Fees) below. For Subscriptions provided on a Metered Pricing basis, upon request by Buyer, Licensor will provide sufficient documentation (which may be provided through to Amazon Web Services, Inc.) to allow Buyer to verify the metered usage charged to Buyer for the Subscription. Each Subscription is a separate agreement between Buyer and Licensor.

1.3 Taxes. The stated fees or rates for the Subscription do not include applicable taxes and duties, which may be due in addition to the fees or rates payable by Buyer. Where applicable, Licensor may charge and Buyer will pay, reimburse and hold Licensor harmless from and against all national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) (collectively, “**Taxes**”) arising out of this Agreement (including, without limitation, the Software and/or Services provided pursuant to this Agreement), other than taxes based on Licensor’s gross receipts or net income. Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Buyer will receive a compliant tax invoice (which may be provided by Amazon Web Services, Inc.), where required. Upon request, Buyer will provide such information to Licensor as reasonably required to determine whether Licensor is obligated to collect Taxes from Buyer. Licensor will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Licensor), any such Tax or duty for which Buyer furnishes Licensor a properly completed exemption certificate or a direct payment permit certificate or for which Licensor is otherwise exempt from Tax. Licensor will provide Buyer (which may be provided through AWS) with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

1.4 Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable AWS Marketplace Listing, the terms and conditions of the NDA (if any), the Privacy and Security Terms, the attached General Data Protection Regulation Data Processing Addendum (if applicable), and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Licensor (the “**Agreement**”). 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 attached General Data Protection Regulation Data Processing Addendum (if applicable); (c) the Privacy and Security Terms; (d) the NDA (if any); (e) this Standard Contract; and (f) the AWS Marketplace Listing.

1.5 Laws. Each Party agrees that it will comply with all international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time, that are applicable to such Party in its performance under this Agreement (“**Laws**”).

1.6 Fees. Except to the extent alternate fees and payment terms are expressly ordered and agreed through the AWS Marketplace via a AWS Marketplace Listing:

1.6.1 Licensor’s fees shall be calculated and billed monthly (except to the extent that a different charging structure is ordered through Amazon Web Services, Inc. (e.g. annual billing)). Licensor may bill Buyer more frequently for fees accrued if the Licensor suspects that Buyer’s account is fraudulent or at risk of non-payment. Buyer will pay Licensor the applicable fees and charges for use of the Software and Services using one of the payment methods AWS supports. All amounts payable by Buyer under this Agreement will be paid to Licensor without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Software, Services or new feature will be effective when Licensor posts updated fees and charges on the AWS Marketplace, unless Licensor expressly states otherwise in a notice;

1.6.2 Licensor may increase or add new fees and charges for any existing Software or Services that Buyer is using as follow: (a) for monthly Subscriptions, Licensor may increase or add new fees and charges by giving Buyer at least thirty (30) days’ prior notice; and (b) for annual Subscriptions: (i) Licensor may increase or add new fees and charges prior to the start of an annual renewal Subscription Term, and (A) will post fee increases on the AWS Marketplace Listing or (B) otherwise notify Buyer of any such increase in writing at least forty-five (45) days prior to the start of a renewal Subscription Term in which the increase or change will take effect, and (ii) Buyer may exercise its right not to renew its Subscription if it does not accept the fee increase or change; and

1.6.3 If any amount due hereunder is not paid in full by Buyer when due, the overdue balance will be subject to a late payment charge of 3%, plus interest at the rate of 1.5% per month, prorated daily (or the maximum legal rate, if less).

2. Licenses.

2.1 Licensed Materials.

2.1.1 If the Subscription is for AMI Software, then effective upon the acceptance of a Subscription through the AWS Marketplace, and subject to Buyer’s and its Users’ continuing compliance with the Agreement (including, without limitation, timely payment of applicable fees), Licensor hereby grants to Buyer, subject to Section 2.1.3, a limited, personal, nonexclusive, worldwide (subject to Section 12.6), nontransferable (except in connection with an assignment permitted under Section 12.2 or a divestiture permitted under Section 12.3, and subject to Section 2.1.5 below), non-terminable (except as expressly provided herein, including, without limitation, Section 10) license under all Proprietary Rights in and to the AMI Software and AMI Image, to deploy, operate and use the AMI Software and AMI Image under Buyer’s own AWS Services account on AWS Services infrastructure in accordance with the applicable AWS Marketplace Listing and to allow its Users to access and use the AMI Software and AMI Image as so deployed. This license grant may not be sublicensed, in whole or in part.

2.1.2 If the Subscription is for SaaS Software, then effective upon the acceptance of a Subscription through the AWS Marketplace, and subject to Buyer’s and its Users’ continuing compliance with the Agreement (including, without limitation, timely payment of applicable fees), Licensor hereby grants to Buyer,

subject to Section 2.1.3, a limited, personal, nonexclusive, worldwide (subject to Section 12.6), nontransferable (except in connection with an assignment permitted under Section 12.2 or a divestiture permitted under Section 12.3, and subject to Section 2.1.5 below), non-terminable (except as expressly provided herein, including, without limitation, Section 10) license under all Proprietary Rights in and to the SaaS Software and SaaS Service, to access, receive and use the SaaS Software and SaaS Service in accordance with the applicable AWS Marketplace Listing and to allow its Users to access, receive and use the SaaS Software and SaaS Service. This license grant may not be sublicensed, in whole or in part.

2.1.3 Buyer may use the Software and, as applicable, the AMI Image or SaaS Service, only: (a) in support of the internal operations of Buyer's and its Authorized Buyer Entities' business(es) or organization(s), in connection with Buyer's and its Authorized Buyer Entities' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Authorized Buyer Entities), and in connection with Buyer's and its Authorized Buyer Entities' interactions with Users or (b) in the case of an Evaluation License, then subject to the terms of Section 2.1.5 below.

2.1.4 Buyer may make a reasonable number of copies of the Documentation as necessary to use such Software, and as applicable the AMI Image, 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.

2.1.5 To the extent that Buyer purchases (a) a no-cost Subscription to the Software (whether deployed via AMI or SaaS) and/or Services through the AWS Marketplace and/or (b) a Subscription to the Software (whether deployed via AMI or SaaS) and/or Services through the AWS Marketplace, that is otherwise described in the AWS Marketplace Listing as (or otherwise indicates that it is) an evaluation or no-cost Subscription, then (i) Buyer agrees to use the Software and/or Services solely for its own internal analysis and internal business purposes, to determine the acceptability of the Software and/or Services and whether Buyer has an interest in obtaining, as appropriate, a standard Subscription to the Software and/or Services from Licensor for use by Buyer and (ii) Licensor's grant of license to Buyer as provided above in this Section 2.1 shall be nontransferable (collectively, an "**Evaluation License**"). If Buyer deems Licensor's Software and/or Services acceptable and desires to purchase a Subscription that is beyond the scope of the Evaluation License described herein, then Buyer should purchase a standard Subscription through the AWS Marketplace, via a AWS Marketplace Listing. An Evaluation License Subscription shall be in effect for the period of time as expressly ordered through the AWS Marketplace (the "**Evaluation Period**"), or if no period of time is so indicated through the AWS Marketplace, then such Evaluation License Subscription shall continue in effect for twelve (12) months after the date of Buyer's purchase of the Evaluation License Subscription on the AWS Marketplace. The renewal provisions in Section 10.1.2(b) below are not applicable to any Evaluation License or any Evaluation Period. With respect to any Evaluation License, the provisions in this Section 2.1.5 shall supersede any conflicting provisions in Sections 2.1.1 – 2.1.4 above.

2.1.6 IF LICENSOR OFFERS OR PROVIDES ANY FREE SERVICES (INCLUDING, WITHOUT LIMITATION, DURING ANY EVALUATION PERIOD), THEY ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS WITHOUT ANY PROMISES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND.

2.2 Authorized Buyer Entities and Contractors. With respect to Authorized Buyer Entities and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Authorized Buyer Entities' or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Authorized Buyer Entity or Contractor to the same degree as if the act or omission were performed by Buyer; a breach by an Authorized Buyer Entity 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 Authorized Buyer Entity or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer. Buyer shall undertake reasonable efforts to make all Authorized Buyer Entities, Contractors and Users aware of the provisions of the Agreement that are applicable to their use of the Software and Services and shall cause them to comply with such provisions.

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 (and Buyer agrees not to allow Users to): (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 of (or a competitive alternative to) Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software (or extract any trade secrets from the Licensed Materials); (e) sell, lend, assign, transfer, pledge, permit a lien on, rent, loan, sub-license, lease, distribute or attempt to grant to any third party any rights granted by this Agreement; (f) use the Licensed Materials for or on behalf of third parties; (g) use the Licensed Materials to act as a consultant, service bureau or application service provider; (h) permit access of any kind to the Licensed Materials to any third party; (i) use the Licensed Materials or Services in any manner that is inconsistent with the Agreement; (j) knowingly or intentionally re-use, disseminate, copy, or otherwise use the Licensed Materials or Services in a way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of Licensor or any third party; (k) interfere with the proper working of the Software or Services; (l) circumvent, disable, or interfere with security-related features of the Licensed Materials or Services, or features that prevent or restrict use, access to, or copying the Licensed Materials or Services or other data, or that enforce limitations on use of the Licensed Materials or Services; or (m) use the License Materials or Services (i) to violate, or encourage the violation of, the legal or privacy rights of others (this may include tracking Buyer's end users or customers/clients without consent); (ii) to engage in, promote or encourage illegal activity; or (iii) for any unlawful, invasive, defamatory or fraudulent purpose. Buyer shall comply with (and shall ensure that Authorized Buyer Entities and Users comply with) the Ethical Principles enumerated in IEEE 2410 Standard for Biometric Privacy, as may be updated from time to time.

2.4 Open Source Software. Subject to the requirements of Section 5.1(d), Software may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). If Buyer's use of the Software subjects Buyer to the terms of any license governing the use of Open Source Software, then information concerning such Open Source Software and the applicable license must be incorporated or referenced in the AWS Marketplace Listing or Documentation. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5 High-Risk Activities. THE LICENSED MATERIALS AND SERVICES ARE 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, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH AN ERROR, INTERRUPTION OR FAILURE OF THE LICENSED MATERIALS OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). BUYER WILL NOT USE THE LICENSED MATERIALS OR SERVICES FOR HIGH RISK ACTIVITIES. LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE LICENSED MATERIALS OR SERVICES FOR HIGH RISK ACTIVITIES.

3. Services.

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

3.2 Support Services. Licensor will provide sufficient Documentation to allow a reasonably competent user to access and use the Software, and Licensor will provide Support Services to Buyer in accordance with the support plan set forth or incorporated into the AWS Marketplace Listing. With respect to support: (a) Buyer shall be responsible for all customer-facing and User-facing support (“**Level 1**”), and (b) Licensor shall be responsible for all Support Services provided directly to Buyer, which will be delivered free of charge (“**Level 2**”), subject to the next sentence. Both Parties agree to treat support for Buyer as a separate project or to enter into an extended support agreement, if more extensive support is required from Licensor beyond customary Level 2 product support.

3.3 Professional Services. If requested by Buyer and agreed to by Licensor, Buyer or an Authorized Buyer Entity may purchase additional professional services from Licensor at Licensor’s then-current rates. Upon Licensor’s request, Buyer will deliver a written service request or statement of work to Licensor for the additional Services requested. Licensor will have no obligation to provide additional Services prior to its receipt and acceptance of a properly completed service request or statement of work describing the Services to be performed and setting forth any other pertinent details, including, without limitation, the planned schedule of performance, the material (if any) to be produced, the amount and manner of payment of Licensor’s fees for the Services, and any associated responsibilities of Buyer or Authorized Buyer Entities. In cases where Buyer fails to provide a written service request or statement of work and Buyer-requested Services have been performed by Licensor, Buyer acknowledges and agrees it is still responsible to pay for the Services.

4. Proprietary Rights.

4.1 Licensed Materials. Subject to the licenses granted herein, Licensed Materials, Services and Licensor Content, and all Proprietary Rights in and to the foregoing, are and shall remain owned by Licensor (and its licensors, as applicable) and are protected by copyright, trademark, patent, trade secret and other laws and treaties. 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, Services or Licensor Content.

4.2 Trademarks. If Licensor agrees to create, at Buyer’s request, any Buyer-branded or co-branded user interfaces through which Users will access the Software, Buyer hereby grants to Licensor during the applicable Subscription Term a non-exclusive, worldwide, royalty-free license to use and display the Buyer’s name, logo and other trademarks (“**Buyer Trademarks**”) designated by Buyer on such user interface(s). In such event, Licensor will use the relevant Buyer Trademarks in accordance with Buyer’s then-current trademark usage guidelines, if any, provided by Buyer to Licensor and only for the agreed purposes. Subject to the foregoing license, Buyer will retain all Proprietary Rights that it may have in and to the Buyer Trademarks.

4.3 Meta Data. As between Licensor and Buyer, Licensor shall be and remain the sole owner of all Meta Data pertaining to usage of the Software or Services. For the avoidance of doubt, Buyer shall be and remain the sole owner of all Meta Data to the extent it constitutes Personal Data and Licensor will process such Personal Data in accordance with this Agreement.

4.4 Feedback. If Licensor receives from Buyer or any Authorized Buyer Entity or User any suggestions, ideas, improvements, modifications, error identifications, enhancement requests, recommendations, feedback or other information related to the Licensed Materials, Services or any other Licensor products, offerings or services (“**Feedback**”), Licensor may use, disclose and exploit such Feedback without restriction (including, without limitation, (a) incorporating Feedback in Licensor’s products and services, (b) using Feedback to improve the Licensed Materials, Services or other Licensor products, offerings or services, or (c) using Feedback to develop, market, offer, sell and provide other products and services) and without paying any royalties or other compensation. Buyer will have no obligation to provide Feedback.

4.5 No Implied Licenses by Licensor. Buyer acknowledges that there are no licenses granted by Licensor by implication under the Agreement. Licensor reserves all rights that are not expressly granted herein. Buyer acknowledges that, as between the Parties, Licensor (or its applicable licensor) owns all Proprietary Rights

that are embodied in, or practiced by, the Licensed Materials or Services, with the exception of Proprietary Rights in or to Buyer Data and Personal Data made available to Licensor by or on behalf of Buyer or an Authorized Buyer Entity.

5. Warranties.

5.1 Licensed Materials. Licensor warrants that: (a) for Subscriptions with Entitlement Pricing, the Software will conform, in all material respects, to the Documentation during the Warranty Period; (b) AMI Software 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 license keys that expire at the end of the Subscription); and (c) Licensor will use industry standard practices designed to detect and protect the Software 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 Software or interference with or harm to the operation of the Software or any systems, networks or data, including as applicable using anti-malware software and keeping the anti-malware software up to date prior to making the Software (including any Software provided through Support Services) available to Buyer, and for SaaS Software, scanning the SaaS Software on a regular basis.

5.2 Services. Licensor warrants that the Services will be performed in a good and workmanlike manner in accordance with prevailing industry standards. Buyer must report any alleged breach of this warranty to Licensor within thirty (30) days after performance of the affected Service.

5.3 Remedies. If any Software or Service fails to conform to the foregoing warranties in Sections 5.1-5.2, Licensor’s sole obligation and Buyer’s sole remedy will be for Licensor to promptly, at its option and expense, correct the Software or re-perform the Services, without undue delay, in order to conform to the warranties..

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 Software by Buyer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Buyer or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the AWS Marketplace Listing or Documentation; or (d) use by Buyer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

5.5 Power and Authority. Each Party represents to the other 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; (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; and (c) this Agreement, when accepted by a Party as provided in Section 1.1 above, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

5.6 Disclaimers.

5.6.1 BUYER REPRESENTS THAT IT IS ENTERING THE AGREEMENT WITHOUT RELYING UPON ANY LICENSOR REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES (AND EACH PARTY DISCLAIMS) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, SYSTEM RELIABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED (INCLUDING, WITHOUT

LIMITATION, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA). NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. Licensor does not warrant: (a) that the Licensed Materials will meet Buyer's requirements; or (b) that the operation of the Software will be uninterrupted or error free.

5.6.2 BUYER ASSUMES COMPLETE RESPONSIBILITY, WITHOUT ANY RECOURSE AGAINST LICENSOR, FOR THE SELECTION OF THE SOFTWARE AND SERVICES TO ACHIEVE THE INTENDED RESULTS AND FOR USE OF THE RESULTS OBTAINED FROM THE SOFTWARE AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH RESULTS. EXCEPT AS PROVIDED IN THIS AGREEMENT, LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET BUYER'S OR AN AUTHORIZED BUYER ENTITY'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6. Confidentiality.

6.1 Confidential Information. "Confidential Information" means any nonpublic confidential or proprietary 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 specifically designated 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. Materials that disclose or embody Confidential Information shall be marked as "Confidential," "Proprietary," or the substantial equivalent thereof. Confidential Information that is disclosed orally or visually shall be identified as confidential at the time of disclosure by Disclosing Party and reduced to a written summary by Disclosing Party, marked as "Confidential," "Proprietary," or the substantial equivalent thereof and delivered to the Receiving Party within thirty (30) days after the disclosure. In addition, information that is orally or visually disclosed to the Receiving Party, or is disclosed in writing without an appropriate proprietary stamp or legend, shall constitute Disclosing Party's Confidential Information if it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates that such information is of a confidential or proprietary nature, the maintenance of which is important to Disclosing Party. 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) is 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. Each Party will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions (and will require that its employees, agents and independent contractors comply with the foregoing). 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 its employees, agents and independent contractors 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 necessary

for the proper use of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or 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. 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 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.

6.4 NDA. Buyer and Licensor may agree that a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Licensor and/or Authorized Buyer Entities of Buyer) ("**NDA**") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of Sections 6.1 through 6.3 above.

7. Additional SaaS Service Obligations and Responsibilities. This Section 7 applies to Subscriptions for SaaS Software and SaaS Service only.

7.1 Acceptable Use. Buyer will not intentionally use the SaaS Software 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 criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor's systems or networks.

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 will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order (a) to provide Buyer Data to Licensor and to grant to Licensor the rights and licenses to Buyer Data herein and (b) 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 right and license, under all Proprietary Rights, to reproduce, use, access, host, copy, display, process, store, transmit, and deliver Buyer Materials and Buyer Data solely as necessary for performing Licensor's obligations under, complying with Licensor's obligations under, or exercising Licensor's rights under this Agreement.

7.2.4 The Software and/or Services may enable Users to search for, find, store, process, manage, and use Content of interest that is provided or made accessible through the Software or Services, including, without limitation, Buyer Data. Buyer is responsible for creating and maintaining its own back-ups of any Buyer Data or other Content that Buyer chooses to store in the Software or Services, and Buyer acknowledges that Licensor does not support, represent, or guarantee the completeness, truthfulness, accuracy, reliability or other attributes of any Buyer Data or third-party Content. As between Buyer and Licensor, Buyer is solely responsible for (a) determining the suitability of any Content for its intended use by Buyer and Authorized Buyer Entities, and (b) as necessary for its intended use, verifying the authenticity, integrity, and accuracy of the Content prior to using it. Licensor has no obligation to preview, verify, flag, modify, filter, or remove any Content from the Software or Services. Licensor may remove or disable access to any Content at its sole discretion, but is not responsible for any failures or delays in removing or disabling access to any Content, including, without limitation, Content that may be considered harmful, inaccurate, unlawful, or otherwise objectionable.

7.3 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 Authorized Buyer Entities, Users, customers, suppliers or other persons interacting with Buyer and its Authorized Buyer Entities or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Software as originating through Buyer or its Authorized Buyer Entities or interacting with Buyer or its Authorized Buyer Entities; 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.

7.4 Security. 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 protect Buyer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Without limiting the foregoing, Licensor will provide the SaaS Services in compliance with the Security Addendum attached hereto.

7.5 Data Protection Legislation. Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement.

7.6 Do Not Share Personal Data or Identifiable System Data with Licensor.

7.6.1 For purposes of this Agreement, "**Personal Data**" means any information that can be used to identify (directly or indirectly) an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Data should be transferred by Buyer to Licensor under this Agreement.

7.6.2 For purposes of this Agreement, "**Identifiable System Data**" means System Data that identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Authorized Buyer Entities, 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 Authorized Buyer Entities.

7.6.3 No Personal Data or Identifiable System Data shall be transferred to or shared with Licensor under this Agreement. Buyer shall not (and shall instruct Authorized Buyer Entities and Users not to) share or transmit Personal Data or Identifiable System Data to Licensor. If Buyer (or any Authorized Buyer

Entity or User) shares or transmits Personal Data or Identifiable System Data to Licensor, it shall be deemed a material breach of this Agreement.

7.6.4 Without limiting the prohibition on sharing or transmission of Personal Data provided in Section 7.6.3 above, if Licensor collects or furnishes Personal Data to Buyer or if Licensor processes, stores or transfers Personal Data on behalf of Buyer, then as required by applicable Law, Licensor and Buyer and/or their Affiliate(s) or Authorized Buyer Entities, as applicable, agree to supplemental privacy and security terms consistent with applicable Law, and if the Personal Data is regarding individuals in the European Economic Area, Licensor and Buyer agree to be bound by the attached Data Processing Addendum or other terms and conditions agreed upon by Buyer and Licensor that reflect their respective legal obligations with respect to Personal Data and any applicable data transfer mechanisms.

7.6.5 Without limiting the prohibition on sharing or transmission of Identifiable System Data provided in Section 7.6.3 above, if Licensor receives or collects Identifiable System Data, Licensor (a) will only use and maintain Identifiable System Data internally to provide and improve the Software and Services and Licensor's other products and services, (b) will not use any Identifiable System Data to derive or attempt to derive information regarding Buyer, its Authorized Buyer Entities, or any of its users or customers, and (c) will not disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties.

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 seek injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of the provisions set forth in this Section 7.

8. Limitations of Liability.

8.1 Disclaimer; General Cap. IN NO EVENT WILL (a) EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY), EVEN IF THE LIABLE PARTY KNEW OR SHOULD HAVE KNOWN THAT THE FOREGOING KINDS OF DAMAGES WERE POSSIBLE, AND (b) EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE INJURED PARTY'S ACTUAL DIRECT DAMAGES, CAPPED AT AN AMOUNT EQUAL TO THE GREATER OF (i) THE TOTAL AMOUNT OF FEES PAID BY BUYER TO LICENSOR UNDER THE PARTICULAR SUBSCRIPTION GIVING RISE TO LIABILITY DURING THE 12-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY THE 12-MONTHS PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY, OR (ii) \$100 (SUCH AMOUNT, THE "LIABILITY CAP").

8.2 Exceptions to Liability Cap. THE LIABILITY CAP SET FORTH IN SECTION 8.1(b) ABOVE WILL NOT APPLY TO: (a) DAMAGES RESULTING FROM A PARTY'S WILLFUL MISCONDUCT OR FRAUD; (b) ANY MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (c) ANY DAMAGES THAT THE LIABLE PARTY IS NOT PERMITTED TO DISCLAIM (OR, AS APPLICABLE, LIMIT) UNDER APPLICABLE LAW; OR (d) 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. THE EXCEPTIONS IN THE PRIOR SENTENCE SHALL NOT APPLY DURING ANY NO-

COST EVALUATION PERIOD (EXCEPT TO THE EXTENT ANY SUCH EXCEPTIONS ARE APPLICABLE AS A MATTER OF LAW). BUYER ACKNOWLEDGES THAT SECTIONS 8.1 AND 8.2 ARE AN ESSENTIAL PART OF THE AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Indemnification.

9.1 Licensors Indemnity. Licensor will, at its expense, indemnify, defend and hold harmless Buyer and (at Buyer's option) its Authorized Buyer Entities 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, and any and all related liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of or relating to an allegation of any of the following: (a) a Claim that the Licensed Materials or any Licensor Content (excluding Buyer Data) provided by Licensor hereunder or Buyer's use thereof as permitted under this Agreement infringes or violates any third party's Proprietary Rights; provided, however, that Licensor shall not be responsible to indemnify Buyer or Buyer Indemnified Parties, to the extent such alleged infringement arises from: (i) items, devices, data, programs, software, hardware or written materials specifically supplied by Buyer or Buyer Indemnified Parties; (ii) combinations of the Licensed Materials or any Licensor Content with any other items, devices, data, programs, software, hardware or written materials not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the AWS Marketplace Listing or Documentation; (iii) modifications to the Licensed Materials or Licensor Content not provided by Licensor or its Personnel; (iv) any portion of the Licensed Materials or any Licensor Content (or any modification thereto) that is made by Licensor or its agents according to or in compliance with Buyer's or Buyer Indemnified Parties' written designs, specifications, instructions, or the like; (v) use of the Licensed Materials or any Licensor Content by Buyer in breach of this Agreement; or (vi) the failure of Buyer or Buyer Indemnified Parties to use an updated, non-infringing version of the Licensed Materials or any Licensor Content that was made available by Licensor; and (b) a Claim arising with respect to Licensor's posting or displaying Licensor Content on the Software or Services.

9.2 Buyer Indemnity. Buyer will, at its expense, indemnify, defend and hold harmless Licensor and (at Licensor's option) its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all related liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**") to the extent arising out of or relating to an allegation of any of the following: (a) a Claim that the Buyer Materials or Buyer Data provided hereunder or Licensor's use thereof as permitted under this Agreement infringes or violates any third party's Proprietary Rights; provided, however, that Buyer shall not be responsible to indemnify Licensor or Licensor Indemnified Parties, to the extent such alleged infringement arises from: (i) items, devices, data, programs, software, hardware or written materials specifically supplied by Licensor or Licensor Indemnified Parties; (ii) combinations of the Buyer Materials or any Buyer Data with any other items, devices, data, programs, software, hardware or written materials not provided or made accessible by Buyer; (iii) modifications to the Buyer Materials or any Buyer Data not provided by Buyer or its Personnel; (iv) any portion of the Buyer Materials or any Buyer Data (or any modification thereto) that is made by Buyer or its agents according to or in compliance with Licensor's or Licensor Indemnified Parties' written designs, specifications, instructions, or the like; (v) use of the Buyer Materials or any Buyer Data by Licensor in breach of this Agreement; or (vi) the failure of Licensor or Licensor Indemnified Parties to use an updated, non-infringing version of the Buyer Materials or any Buyer Data that was made available by Buyer; (b) any unauthorized or unlawful receipt, processing, transmission or storage of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from breach of Buyer's obligations under Section 7.2.2 or 7.6.3; and (c) use of the Software, Service or any Content by or on behalf of Buyer or an Authorized Buyer Entity other than in accordance with the Agreement.

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 written notice of each Claim for which it seeks indemnification (including, without limitation, a brief description of the amount and basis for the claim, if known), 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. Upon receiving such notice, the Indemnifying Party shall be obligated to defend the Indemnified Parties against the Claim, and shall be entitled to assume control of 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 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 reasonably informed of the status of each Claim. An Indemnified Party may participate in the defense and settlement of the Claim at its own expense, using its own counsel, but without any right of control. 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 Software 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.

9.5 Limitations. 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, Licensor Content 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 use, receipt, storage or processing thereof by Licensor.

9.6 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.

10.1.1 This Agreement (a) is effective as of such date that Buyer first accepts the Standard Contract as provided in Section 1.1 above, (b) will continue in full force and effect for so long as a Subscription

governed by the Agreement and purchased through the AWS Marketplace continues in effect and (c) will expire when all Subscriptions entered into by the Parties pursuant to this Agreement have expired or been terminated in accordance with the Agreement.

10.1.2 Subject to Section 2.1.5 in the case of an Evaluation License, each Subscription (a) shall continue in effect for twelve (12) months after the date of Buyer's purchase of the corresponding Subscription on the AWS Marketplace (except to the extent a different length Subscription is expressly ordered through the AWS Marketplace, in which case such Subscription shall continue for such length of time as ordered) and (b) shall renew at the end of the applicable Subscription term for a renewal period of twelve (12) months, unless either Party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription term (such period of time a Subscription is in effect, the "**Subscription Term**").

10.2 Termination for Convenience. Buyer may terminate the Subscription or this Agreement without cause at any time upon notice to Licensor or using the termination or cancellation functionality available through the AWS Services. If a Subscription with Metered Pricing, Buyer will pay for all Software usage up to the time of termination. If a Subscription with Entitlement Pricing, Buyer will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the Subscription.

10.3 Termination for Cause. Either Party may terminate the this Agreement and all Subscriptions hereunder, or only affected Subscriptions (a) for cause upon written notice to the other Party, if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days following its receipt of written notice of the breach from the non-breaching Party or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Licensor may terminate the Agreement and all Subscription hereunder, or only affected Subscriptions, if (i) an action or omission of Buyer results in material harm, as determined by Licensor in its reasonable discretion, to Licensor's business or reputation or (ii) Buyer violates the provisions of Section 2.3; in such event, Licensor may seek formal damages for any resulting harm arising from item (i) or (ii), which will not be subject to the terms of Section 8.1 above. In the case of a SaaS 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 10.4.2 following such termination. If a Subscription is terminated by Buyer pursuant to this Section 10.3, any pre-paid fees for the unused portion of the terminated Subscription Term will be refunded to Buyer. In all other cases of termination pursuant to this Section 10.3, all fees paid or payable for the terminated Subscription Term are non-cancellable and non-refundable, and any unpaid fees for the remainder of the terminated Subscription Term will become immediately due and payable.

10.4 Effect of Termination.

10.4.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Software licensed under such Subscription will terminate, Buyer shall cease all use of such Software, Buyer's access to the Software and Service provided under such Subscription may be disabled and discontinued, and neither Party will have continuing rights to use any Confidential Information of the other Party or to exercise any Proprietary Rights of the other Party that were licensed with respect to such Subscription. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

10.4.2 Within thirty (30) days following termination or expiration of any SaaS Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the SaaS Service and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data from the SaaS Service (e.g., through technology and/or API made available by Licensor), then for a period of thirty (30) days following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself. Buyer Data will 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 such Buyer Data pursuant to this Section 10.4.2 will not be discharged due to the occurrence of any

Force Majeure event. Following delivery to Buyer of such Buyer Data and Buyer's confirmation thereof (or upon Buyer's retrieval or deletion of such Buyer Data), Licensor will permanently delete and remove such 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; provided that Licensor shall be permitted to retain any information (a) which is required to be retained by law; (b) as reasonably required where there is an active or anticipated dispute or litigation; (c) which is contained solely in historic emails or archived back-up files; (d) that Licensor has obtained from a source other than Buyer, notwithstanding that such information may be similar to information obtained from Buyer; or (e) that was derived from Buyer Data or Buyer Confidential Information by Licensor, to the extent such information is used by Licensor solely for internal purposes of improving (or otherwise providing) its software, products or service offerings. If Licensor retains (and/or is otherwise 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.

10.4.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1, 8 (Limitations of Liability), 9 (Indemnification), 10.4 (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 (5) five years following the expiration or termination of the respective Subscription, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

10.5 Nonperformance. Licensor's nonperformance of its obligations under this Agreement shall be excused if and to the extent (a) such Licensor nonperformance results from a Buyer action, omission or failure to perform Buyer's responsibilities and (b) Licensor provides Buyer with reasonable notice of such nonperformance.

11. Insurance.

11.1 Coverages. Each Party will obtain and maintain in force throughout the applicable Subscription Term appropriate insurance coverage in types and amounts customarily maintained by reputable companies in the same or similar line of business as such Party.

12. General.

12.1 Applicable Law. This Agreement will be governed and interpreted under the laws of the State of New York, excluding its principles of conflict of laws. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be decided by a single arbitrator in binding, confidential arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs, fees and expenses incurred in connection with the arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses. The arbitrator shall apportion the fees, expenses and compensation of the AAA and the arbitrator between the Parties in such amount as the arbitrator determines is appropriate. Arbitration shall take place in Montgomery County, Maryland, unless the Parties mutually agree to another location. Notwithstanding the foregoing, a Party may, without waiving any remedy under the Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's Proprietary Rights or Intellectual Property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to the Agreement will be instituted and maintained exclusively in the federal or state courts situated in Montgomery County, Maryland.

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, either Party may assign this Agreement and delegate its obligations, in whole: (a) to any Affiliate of such assigning Party

which is a majority-owned Affiliate of the assigning Party or (b) to any entity acquiring all or substantially all (i) of the assigning Party's assets related to the AWS Marketplace Listing or (ii) of the assigning Party'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 Divestiture. If Buyer divests a portion of its business to one or more organizations that are not Authorized Buyer Entities, or if an entity ceases to be an Authorized Buyer Entity (such divested business unit or such entity, a "**Divested Affiliate**"), Licensor agrees to allow such Divested Affiliate to continue to use the Software, and Buyer may elect that (a) such Divested Affiliate continue, as if it were an Authorized Buyer Entity, to use the Software under Buyer's AWS Marketplace account if an AMI Subscription and under Buyer's account with Licensor if a SaaS Subscription for the remainder of the Subscription, or (b) such Divested Affiliate may obtain its own Subscription to the Software for a period of ninety (90) days after the effective date of such divestiture under the same terms and conditions as this Agreement and the same pricing as set forth in the AWS Marketplace Listing. Use by a Divested Affiliate after the conclusion of the Subscription or ninety (90) day period, as applicable, will require a separately purchased subscription from Licensor through an AWS Marketplace account of that Divested Affiliate.

12.4 Entire Agreement. This Agreement (including, without limitation, Subscriptions entered under it) constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings, restrictions, promises, warranties, covenants, undertakings 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, INCLUDING, WITHOUT LIMITATION, SUBSCRIPTIONS ENTERED UNDER IT (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.

12.5 Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part (except for the payment of money), and neither Party shall be deemed in default or breach of the Agreement or liable for any loss or damages, 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, including, in the case of a SaaS Service, Licensor's Business Continuity Plan, as required under this Agreement (a "**Force Majeure Event**"). A Force Majeure Event will not excuse or suspend Licensor's obligation to invoke and follow its Business Continuity Plan in a timely fashion, and to the extent that such Business Continuity Plan was designed to cover the specific force majeure, or events caused by the Force Majeure Event, the foregoing will excuse Licensor's performance under this Agreement only for the period of time from the occurrence of the Force Majeure Event until Licensor invokes its Business Continuity Plan. 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 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 Software or Services, and in the case of Licensor, where Licensor provides the Software or Services. Each Party

certifies that 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. 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.

12.7 Government Rights. As defined in FARS §2.101, the Software and Documentation are "commercial items" (as defined in the applicable U.S. Government regulations) and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation"; or, if they do not qualify as commercial items, they are provided by Licensor to any U.S. Government end customer with the most restrictive rights available: i.e., Restricted Rights for computer software or Limited Rights for technical data, as defined in FAR 52.227.14, DFARS 252.227-7013, and DFARS 252.227-7014. Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure 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.

12.8 Headings; Construction. 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. No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision.

12.9 No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties (to the extent permitted at the option of Buyer or Licensor, respectively), 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.

12.10 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; (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt; or (e) through a communication portal made available by Amazon Web Services, Inc.

12.11 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. The failure of either Party at any time to require performance by the other Party of any provision of the Agreement shall not affect in any way the full right to require the performance at any subsequent time. Any course of performance shall not be deemed to amend or limit any provision of the Agreement. No such waiver will be valid unless executed in writing by the Party making the waiver.

12.12 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.

12.13 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.

12.14 Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, then the Parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable Law, the remainder of this Agreement will not be affected thereby and , and each term and condition will be valid and enforceable to the fullest extent permitted by Law.

12.15 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 any Subcontractors performing under this Agreement (which information may be provided through AWS), 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 “AMI” means a way that the Software offered under a AWS Marketplace Listing may be provisioned to Buyer where the Software is delivered in a machine image using the Amazon Machine Image functionality of AWS Services. Buyer deploys and runs the AMI Image containing the AMI Software under Buyer’s own AWS Services account on AWS Services infrastructure.

13.3 “AMI Image” means the specific machine image in which AMI Software is delivered to Buyer using the Amazon Machine Image functionality of AWS Services, including the AMI Software, the operating system and all applications, services and information included therein.

13.4 “Authorized Buyer Entity” means any downstream Affiliate of Buyer which is majority-owned by Buyer.

13.5 “AWS” means Amazon Web Services, Inc.

13.6 “AWS Marketplace” means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

13.7 “AWS Marketplace Listing” means an offer by Licensor, as set forth in the detail page on the AWS Marketplace, to license Software for a specific use capacity and provide Support Services subject to this Standard Contract, including Licensor’s policies and procedures referenced or incorporated in the detail page.

13.8 “AWS Services” means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

13.9 “Buyer Data” means all data, records, files, information or content, including text, sound, video, images and software, that is (a) inputted or uploaded by Buyer, an Authorized Buyer Entity or Users to or collected, received, transmitted, processed, or stored by Buyer, an Authorized Buyer Entity or Users using the Software or SaaS Service in connection with this Agreement, or (b) otherwise furnished, transmitted, transferred or made available, directly or indirectly, to Licensor by or on behalf of Buyer, an Authorized Buyer Entity or

Users for processing, transmission, and/or storage, or otherwise obtained by Licensor from Buyer, an Authorized Buyer Entity or Users in connection with this Agreement, or derived from (a) or (b). Buyer Data is Confidential Information of Buyer.

13.10 “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.

13.11 “Content” means any data, media, information and/or other type or form of content displayed, distributed or otherwise made available by one Party to the other Party through or in connection with the Software or Services, including, without limitation, Buyer Data and Licensor Content.

13.12 “Contractor” means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

13.13 “Documentation” means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable AWS Marketplace 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.

13.14 “Entitlement Pricing” means any pricing model for AMI Software or SaaS Software Subscriptions where Buyer purchases a quantity of usage upfront, include prepaid and installment payment pricing models.

13.15 “Intellectual Property” or “IP” means anything protectable by Proprietary Right(s).

13.16 “Licensor Content” means Content owned, originated or controlled by Licensor that is made accessible to Buyer and Authorized Buyer Entities via the Software or other Services.

13.17 “Licensed Materials” means the Software, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, under this Agreement.

13.18 “Meta Data” means data that describes and provides information about other data. For purposes of the Agreement, aggregate, volumetric, and statistical data describing or pertaining to usage of the Software or Services constitutes Meta Data.

13.19 “Metered Pricing” means any pricing model for AMI Software or SaaS Software Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Software.

13.20 “Personnel” means (a) a Party’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), (b) in the case of Buyer, its Authorized Buyer Entities’ directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Authorized Buyer Entities, and (c) in the case of Licensor, its Affiliates’ directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Affiliates.

13.21 “Privacy and Security Terms” means Section 7.4 (Security) of the Standard Contract, the attached Security Addendum, 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.

13.22 “Proprietary Rights” means all intellectual property rights 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; (f) design rights, database rights and domain name rights; (g) moral rights and (h) any other intellectual property rights or analogous rights (registered or unregistered) throughout the world.

13.23 “SaaS” means a way that the Software offered by Licensor under a AWS Marketplace Listing may be provisioned to Buyer where the Software is delivered to Buyer on a software-as-a-service basis. The SaaS Licensor deploys the hosted Software under Licensor’s account on the AWS Services infrastructure and is responsible for granting Buyer access to and use of the Software and SaaS Service.

13.24 “SaaS Service” means the SaaS Software as deployed and hosted by Licensor on the AWS Service infrastructure, any software and other technology provided or made accessible by Licensor that Buyer is required or has the option to use in order to access, receive and use the SaaS Software as hosted by Licensor, including any software or technology that Buyer is required or has the option to install, operate and use on Buyer’s systems for its use of the SaaS Software, and all related services, functions or responsibilities of Licensor inherent in, and necessary for, the proper performance of such software-as-a-service.

13.25 “Services” means all services and tasks that Licensor provides, or is obligated to provide, under this Agreement, including without limitation Support Services.

13.26 “Software” means the computer software identified in the applicable AWS Marketplace Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Licensor provides, or is obligated to provide, under this Agreement.

13.27 “Subcontractor” means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.

13.28 “Subscription” means a subscription ordered by Buyer in the AWS Marketplace and fulfilled by Licensor for the licensing and provision of AMI Software or SaaS Software listed in a AWS Marketplace Listing.

13.29 “Support Services” means the support and maintenance services for the Software that Licensor provides, or is obligated to provide, as described in the AWS Marketplace Listing.

13.30 “System Data” means data and data elements collected by the SaaS Software, SaaS Service or Licensor’s computer systems regarding configuration, environment, usage, performance, vulnerabilities and security of the SaaS Software or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the SaaS Software.

13.31 “User” means an employee or non-employee subcontractor worker of Buyer or any of its Authorized Buyer Entities, or any Contractor of Buyer, authorized by Buyer or any of its Authorized Buyer Entities to access and use the Software as permitted under this Agreement.

13.32 “Warranty Period” means thirty (30) days after Buyer’s purchase of the applicable Subscription for Software or the term of the Subscription, whichever is shorter.

**Security Addendum for
User License for AWS Marketplace
(Basic Security Requirements)**

This Security Addendum (this “**Security Addendum**”) is part of the User License for AWS Marketplace (the “**Standard Contract**”) between Licensor and Buyer and governs the treatment of Confidential Information of Buyer in the case of a SaaS Subscription. All capitalized terms used but not defined in this Security Addendum have the meanings given to them in the Standard Contract.

1. Security Program. Licensor will, consistent with industry standard practices, implement and maintain a security program: (a) to maintain the security and confidentiality of Confidential Information; and (b) to protect Confidential Information from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will safeguard Buyer’s Confidential Information with at least the degree of care it uses to protect its own confidential information of a like nature and no less than a reasonable degree of care. Without limitation, Licensor’s policies will require, and the safeguards to be implemented by Licensor, will include at a minimum, but without limitation to, the following:

1.1 appropriate administrative controls, such as communication of all applicable information security policies, information security and confidentiality training, and assignment of unique access credentials (which shall be revoked upon termination);

1.2 controls to ensure the physical safety and security of all facilities (including third party locations) where Confidential Information may be processed or stored, including, at a minimum, locked doors and keys/key cards to access any facility and a business continuity plan that is regularly reviewed and updated;

1.3 controls to limit access to Licensor’s systems and Confidential Information, including a password policy for all Personnel that access Confidential Information and a prohibition on the use of shared credentials for users and/or systems; and

1.4 regular testing and evaluation of the effectiveness of the safeguards for the protection of Confidential Information.

2. Security Requirements. Without limiting Licensor’s duties and obligations under Section 1 of this Security Addendum, Licensor will comply with the following requirements:

2.1 Licensor Systems; Access

2.1.1 Licensor shall not and shall not permit a third party to access, use or disclose Confidential Information except as specifically authorized in the Standard Contract or this Security Addendum.

2.1.2 Licensor will safeguard Confidential Information in a controlled environment consistent with industry standards.

2.1.3 Licensor shall establish, maintain and enforce the security access principles of “segregation of duties” and “least privilege” with respect to Confidential Information.

2.1.4 Licensor will maintain a list of systems where Confidential Information is processed and stored and maintain a list of Personnel who have access to those systems.

2.1.5 Licensor will have in place industry standard policies and processes to limit access to Personal Data including: (i) a unique individual user-id will be used for each user that accesses Confidential Information; (ii) any temporary password issued will be unique and must be changed upon first use; (iii) no

Confidential Information, nor a subset of Confidential Information (such as part of a user's Social Security Number), will be used in either the user-id or the initial temporary password; and (iv) it will establish a process to ensure timely revocation of access when access is no longer allowed for an individual (e.g. separation, role change).

2.1.6 Licensors will have in place industry standard end user authentication processes including that passwords will not be displayed, printed stored in clear text and will be required to be at least six characters, case sensitive, different from user-ids and will be a combination of at least uppercase, lowercase and numerals. The process for users to change their passwords will meet the following requirements: (i) passwords are not sent in email (except for temporary/one-time use passwords); (ii) users receive a separate notification upon password and/or profile changes such as an email or mail; and (iii) password resets require authentication of individual identity.

2.1.7 Licensors will time out an authenticated session and require re-authentication should the session expire. If using cookies for authenticated session management, the cookies must be marked as secure, and any authentication material must be encrypted.

2.1.8 Upon Buyer's request, Licensors shall provide a copy of or online viewing access to (which information may be provided through AWS) a summary of its policies, processes and administrative controls by which Confidential Information is used, disclosed, stored, processed or otherwise transmitted or handled, and any material modifications to such policies, processes and controls.

2.2 Personnel.

2.2.1 Access to Confidential Information will be restricted to authorized Personnel and provided only on a need to know basis. Personnel having access to Confidential Information shall be bound by a written agreement with Licensors with requirements and restrictions no less than those set forth herein. Each Personnel must pass a background check consistent with industry standards before having access to Confidential Information.

2.2.2 Licensors shall provide security awareness training to all Personnel authorized by Licensors to have access to Confidential Information ("**Authorized Personnel**"). Such training shall be: (i) consistent with industry standards; (ii) designed, at a minimum, to educate all such individuals on maintaining the security, confidentiality and integrity of Personal Data consistent with this Security Addendum; and (iii) be provided no less than annually.

2.2.3 Licensors shall have in place a process by which Authorized Personnel and other user accounts are created and deleted in a secure and timely fashion.

2.3 Records and Risk Assessments.

2.3.1 Licensors agree to maintain and enforce retention policies for any and all reports, logs, audit trails and any other documentation that provides evidence of security, systems, and audit processes and procedures in accordance with all applicable laws and regulations.

2.3.2 Licensors will conduct regular penetration testing or other appropriate security testing and security assessments that verify its information security practices as to the use, handling and storage of Confidential Information. Upon request from Buyer, Licensors will provide a copy of or online viewing access to (which information may be provided through AWS) reports summarizing such testing and audits. If Licensors engages an independent third party to conduct audits, upon request by Buyer, Licensors will provide to a copy of or online viewing access to (which information may be provided through AWS) the audit reports or certifications issued (or a summary of the audit reports if use or distribution of the reports is restricted by the third party auditor) as a result of such audits. If Licensors conducts its own risk assessment, then Licensors will provide a copy of or online viewing access to (which information may be provided through AWS) its report of such assessment,

including at a minimum a summary of Licensor's security program, including the safeguards, controls, policies and procedures with respect to infrastructure, software, people, procedures, and data used to provide the SaaS Services ("**Security Program**") as verified against Licensor's actual practices and any material vulnerabilities or issues identified in the audit. Any such reports are Licensor's Confidential Information.

2.3.3 Licensor shall remedy material issues identified from the testing and audits in a timely manner.

2.4 Business Continuity. Licensor will establish and implement plans and risk controls, consistent with industry standards, for continuity of its performance under this Agreement ("**Business Continuity Plan**"). Licensor's Business Continuity Plan will include safeguards to resume the SaaS Service, and recover and make available Buyer Data, within a reasonable time after a security breach or any significant interruption or impairment of operation or any loss, deletion, corruption or alteration of data. Licensor will review its Business Continuity Plan on a regular basis and update it in response to changes within its company and industry standards. Upon request, Licensor will provide Buyer a summary of its Business Continuity Plan that covers access and processing of Buyer Confidential Information.

2.5 Personal Data. Without limiting the prohibition on sharing or transmission of Personal Data provided in Section 7.6.3 of the Standard Contract:

2.5.1 Licensor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Data relating to individuals, it shall act only on instructions and directions from Buyer as set out in the Standard Contract. Licensor shall comply within a reasonable time frame (which shall in no event be longer than any time frame for compliance required by law) with all such instructions and directions.

2.5.2 Licensor shall as soon as reasonably practicable in the circumstances, and in any event within three days of becoming aware of any data subject access request, serve notice on Buyer of any request made by a data subject to access Personal Data processed by Licensor on behalf of Buyer and, if required by Buyer, permit Buyer to handle such request and at all times cooperate with and assist Buyer to execute its obligations under the law in relation to such data subject access requests.

3. Data Security Breach Notification.

3.1 Licensor will inform Buyer promptly upon discovery of any compromise, unauthorized access to, alteration, loss, use or disclosure of any Confidential Information or any other breach of the confidentiality, security or integrity of Confidential Information (each, a "**Security Incident**"), provided that such notification is not prohibited by legal authorities. Licensor will investigate and conduct a root cause analysis on the Security Incident and take all reasonable steps to prevent further compromise, access, alteration, loss, use or disclosure of such Confidential Information. Licensor will provide Buyer written details and regular updates regarding Licensor's internal investigation of each Security Incident, and Licensor will cooperate and work together with Buyer to formulate and execute a plan to rectify all Security Incidents.

3.2 To the extent that the Security Incident was caused by Licensor or those under its control, Licensor shall be responsible for all its costs related to or arising from any Security Incident, including without limitation investigating the Security Incident; otherwise, such efforts shall be at Buyer's cost. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer, at Licensor's expense, in complying with its obligations under applicable law pertaining to responding to a Security Incident.

3.3 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. Buyer must notify Licensor promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Service.

4. General.

4.1 Buyer shall retain ownership of its Confidential Information, and Licensor shall not obtain any ownership interest in such Confidential Information.

4.2 Licensor shall not retain Confidential Information beyond the expiration or termination of the Standard Contract, except as provided in this Security Addendum, the Standard Contract or by law. Upon completion of the Services, Confidential Information shall be promptly returned, deleted or destroyed as required under the Standard Contract. If Licensor cannot promptly return, deleted or destroy Confidential Information, Licensor shall protect such Confidential Information in accordance with this Security Addendum for so long as Licensor retains such Confidential Information.

4.3 If Licensor subcontracts its obligations under this Security Addendum, Licensor shall enter into a written agreement with its subcontractor that (i) imposes substantially same obligations on the subcontractor that are imposed on Licensor under this Security Addendum (“**Subcontractor Obligations**”), and (ii) does not allow further subcontracting of its obligations. Licensor will be responsible for the compliance of the subcontractors with the terms of this Security Addendum.

4.4 Licensor shall comply with and shall cause each of its subcontractors to comply with all applicable laws and regulations including all data protection and security laws and regulations whether in effect at the time of execution of this Security Addendum or coming into effect thereafter. This Security Addendum does not limit other obligations of Licensor, including under any Laws that apply to Licensor or its performance under this Agreement.

4.5 This Security Addendum and all provisions herein shall survive as long as Licensor and/or subcontractor retains any Confidential Information.

General Data Protection Regulation Data Processing Addendum for User License for AWS Marketplace (European Economic Area & Switzerland)

This Data Processing Addendum (“**Data Processing Addendum**” or “**Addendum**”) is part of the User License for AWS Marketplace (the “**Standard Contract**”) between Licensor (who is the data processor) and Buyer (who is the data controller) and governs Licensor’s processing of Personal Data to the extent such Personal Data relates to natural persons in the European Economic Area or Switzerland in connection with Licensor’s provision of the Services it provides pursuant to the Standard Contract. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract. In the event of any conflict or inconsistency between this Addendum and the Standard Contract, this Addendum shall prevail. Without limiting the prohibition on sharing or transmission of Personal Data provided in Section 7.6.3 of the Standard Contract, the following shall apply:

Processing of Personal Data

- 1. Instructions from the Controller.** 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 reasonable written instructions (provided such instructions are consistent with the Standard Contract), or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of applicable 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).
- 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. Sensitive Information.** Buyer will inform Licensor if Personal Data falls into any special categories of personal data as defined in Article 9(1) of Regulation (EU) 2016/679.
- 4. 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 Section 7.4 (Security) of the Standard Contract.
- 5. Sub-processors.** Buyer agrees that Licensor, a processor, may 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 available 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 in order to give Buyer an opportunity to object to such changes.
- 6. Sub-processor Liability.** Where Licensor engages another processor for carrying out specific processing activities on behalf of Buyer, the same data protection obligations as set out in this Addendum will be imposed on that other processor by way of a contract or other legal act under EU or Member State Law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the EU data protection Law. Where that other processor fails to fulfil its data protection obligations, Licensor shall remain fully liable to the Buyer for the performance of that other processor’s obligations.
- 7. Access Requests.** Licensor has implemented and will maintain appropriate technical and organizational measures needed to enable Buyer to respond to requests from data subjects to access, correct, transmit, limit processing of, or delete any relevant Personal Data, if any, held by Licensor, as required by applicable Law.
- 8. 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.

9. 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 in Chapter III of Regulation (EU) 2016/679. 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.

10. 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.

11. Transfer of Personal Data; Appointment. Buyer authorizes Licensor to transfer, store or process Personal Data in the United States or any other country outside of the European Economic Area and/or the United Kingdom in which Licensor or its Sub-processors maintain facilities. To the extent that Licensor processes Personal Data in the United States or any other country outside of the European Economic Area and/or the United Kingdom that does not provide adequate protection for Personal Data (as determined by applicable data protection Law), Licensor and Buyer hereby enter into the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission or a supervisory authority which subsequently amends, replaces or supersedes the same ("**Standard Contractual Clauses**") (which are incorporated by reference in, and form an integral part of, this Addendum) in respect of any transfer of Personal Data from Buyer (as "data exporter") to Licensor (as "data importer") where such transfer would be prohibited by applicable data protection Law (or by the terms of data transfer agreements put in place to address the data transfer restrictions of applicable data protection Law) in the absence of the Standard Contractual Clauses. Appendices 1 and 2 to this Addendum shall form Appendices 1 and 2 to the Standard Contractual Clauses.

12. Additional Terms for the Standard Contractual Clauses.

12.1 For the purposes of Clause 5(a) of the Standard Contractual Clauses, the processing described in Section 1 of this Addendum is deemed an instruction by Buyer to process Personal Data, subject to Licensor's compliance with applicable data protection Law.

12.2 Pursuant to Clause 5(h) of the Standard Contractual Clauses, Buyer agrees that Licensor may use those Sub-processors engaged by Licensor as detailed in Section 5 of this Addendum.

12.3 Buyer agrees that the copies of the Sub-processor agreements that Licensor must send to Buyer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Licensor beforehand, and that Licensor will provide such copies to Buyer only upon Buyer's reasonable request.

12.4 Buyer agrees that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with Section 16 of this Addendum.

12.5 Buyer agrees that Licensor shall provide the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses to Buyer upon Buyer's request.

12.6 In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

- 13. 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 applicable Law.
- 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 data breach; (b) (where possible) 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 Article 28 of Regulation (EU) 2016/679. 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. Buyer will be responsible for any fees charged by any third party auditor appointed by Buyer to execute an audit or inspection. To the extent an audit incurs in excess of ten (10) hours of Licensor personnel time, Licensor may charge Buyer on a time and materials basis for any such excess hours. 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 sixty (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. Audits or inspections will be conducted at times that are convenient to Licensor and during its normal business hours. Buyer will not exercise its audit rights more than once per calendar year (unless required more frequently by applicable data protection Law, or an order of a supervisory authority or court). Nothing in this Section 16 shall require Licensor to disclose to Buyer or its third party auditor (a) any data processed by Licensor on behalf of any other organization, (b) any Licensor internal accounting or financial information, (c) any trade secret of Licensor, (d) any information that, in Licensor's opinion, could (i) compromise the security of any Licensor systems or premises, or (ii) cause Licensor to breach its obligations to Buyer or any third party, or (e) any information that Buyer seeks to access for any reason other than the good faith fulfillment of Buyer's obligations under the applicable data protection Law.

Appendix 1 to the Data Processing Addendum

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses and must be completed and signed by the Parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is:

Buyer

Data importer

The data importer is:

Licensor

Data subjects

The personal data transferred concern the following categories of data subjects:

Buyer's employees, clients and individual users of the SaaS Software and/or SaaS Service; and other individuals whose personal data is processed by or on behalf of Buyer or Buyer's customers and delivered as part of the SaaS Software and/or SaaS Service.

Categories of data

The personal data transferred may concern the following categories of data:

- Personal data added by Buyer to a user's record during enrolment, including name and email address of the data subject;
- Personal data contained in transaction metadata, including device identifiers and IP addresses; and
- Biometric data including feature vectors.

Special categories of data (if appropriate)

The personal data transferred may concern the following special categories of data:

The special category personal data transferred may include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The objective of processing personal data by the data importer in order to provide the SaaS Software and/or SaaS Service as set out in the agreement between the data importer and the data exporter.

Appendix 2 to the Data Processing Addendum

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses and must be completed and signed by the Parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) of the Standard Contractual Clauses:

Those measures set out in the Security Addendum.