AWS Services Resale Terms

This Amazon Web Services Resale Agreement ("**Agreement**") is made between Comm-IT Technology Solutions Ltd (and any of its Affiliates) ("**Commit**") and the Customer obtaining the AWS Services through Commit ("**Customer**") and together with the terms included in the Commit AWS Services proposal executed between the parties (the "**Proposal**") sets out the terms and conditions for the purchase and sale of AWS Services through Commit. Commit and Customer are individually referred to as a "Party" and collectively as the "Parties". Defined terms shall have the meaning ascribed to them in section 12 hereunder.

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AWS Account Models.

Customer may select the End Customer Account Model ("**ECAM Model**"), the terms applicable to which are set forth in Schedule A, or the Solution Provider Account Model ("**SPAM Model**"), the terms applicable to which are set forth in Schedule B. In the event that Customer shall engage Commit for provisioning such AWS Services (whether directly or via AWS or pursuant to the Proposal), this Agreement and the terms of the applicable Schedule will govern.

2. Reseller Only.

Customer acknowledges and agrees that: (i) the AWS Services purchased by Customer are resold by Commit for Customer's use only (unless otherwise stated in the AWS Service Terms, as defined in Schedule A), on "as is" basis as offered by AWS, without any representations, warranties or indemnification; and (ii) The AWS Services are licensed by AWS, and Commit is not an agent or representative of AWS and is not the creator, manufacturer, distributor or licensor of the AWS Services. In purchasing the AWS Services, Customer is exclusively relying on AWS's documentation, available information, specifications and not on any statements, representation, documents or specifications if provided by Commit.

4. Fees and Payment.

a. The fees for the AWS Services are set in the Proposal. Fees are calculated and accordingly invoices according to Customer's measured usage of the AWS Services and the price rate publicly posted by AWS at aws.amazon.com. Price rates are subject to change by AWS without notice. Usage reports generated by AWS upon which invoices are based will be deemed final. Each invoice for the AWS Services shall be paid according to the payment terms set in the Proposal and made in the currency that is billed by Commit.

b. During the Term, Commit may request that Customer set up a credit card as a secondary payment source to Commit. If Commit shall deem it necessary, Customer will cooperate with Commit and provide it with such information as reasonably required to conduct a credit check.

c. Any disputed fees must be brought to Commit's attention within ten (10) business days of the invoice date, otherwise fees are deemed accepted. Customer is responsible for any applicable sales, use, or other taxes, state or local fees or assessments associated with its purchase of AWS Services. Commit may charge interest at 1% per month on all late payments.

5. Provisioning AWS Services.

Customer acknowledges and agrees that Customer is responsible for charges incurred for AWS Services provisioned to their AWS account and that Customer is responsible for managing access rights to its AWS account. Commit is not responsible for Customer errors in provisioning or de-provisioning AWS Services.

6. Dashboard.

As part of the AWS Services, Commit will provide Customer with access to its billing data through certain third party dashboard (the "Dashboard"). Customer confirms that Customer's usage and billing data may be shared and stored with the third party vendor of the Dashboard. Customer continues to own all of its billing data, including Customer's information within the Dashboard. The Dashboard is provided for informational and internal business purposes only.

7. Term and Termination.

a. The term of the AWS Services will commence on the date the AWS account(s) are either initiated by or transferred under Commit's payer account (the "Effective Date"). The Term shall be in effect as set in the Proposal. Unless otherwise agreed separately in writing by the Parties, the AWS Services are provided on a month-to-month basis. Invoices may be prorated based on when the AWS Services are on-boarded and off-boarded.

b. Termination/Suspension of AWS Services. Notwithstanding the Proposal, Commit may by written notice terminate or suspend Customer's right to access all or some of the AWS Services provided hereunder as of the date specified in such notice upon: (i) Customer's failure to pay Commit any amount required to be paid under this Agreement for more than fifteen (15) days; (ii) Customer's violation of any obligations under this Agreement that remains uncured for a period of seven (7) days from receipt of notice; or (iii) in the event Commit is no longer a Reseller of the AWS Services or is required by AWS to terminate certain AWS Services.

c. Rights and Obligations upon termination or suspension. To the extent Customer's access to the AWS Services is terminated or suspended, Customer (a) remains responsible for all fees and charges incurred through the date of suspension or termination, including fees and charges for in process tasks completed after the date of suspension or termination; and (b) remains responsible for any applicable fees and charges for any AWS Services to which it continues to have access. Transfer of the AWS account(s) shall be done according to the provisions of schedule D (offboarding and handover procedure)

8. CONFIDENTIALITY AND PRIVACY.

a. Parties shall maintain in confidence such information that is confidential and proprietary information of a Party ("Confidential Information") if exchanged between the Parties. Terms applicable for such exchange of Confidential Information may apply by virtue of (i) in effect non disclosure Agreement executed between the Parties or (ii) as set in the Proposal (ii) as otherwise agreed between the Parties. Obligation herein shall remain in effect for the Duration of the AWS Services and 5 years thereafter.

b. In addition, Customer's Personal Information will be deemed Confidential Information hereunder. "Personal Information" means information provided by Customer to Commit or to which access is provided to Commit by or at the direction of Customer that: (i) identifies or can be used to identify an individual (including names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including employee identification

numbers, government-issued identification numbers, financial account numbers, or other personal identifiers). However, Customer's business contact information will not by itself be deemed to be Personal Information.

c. To the extent Customer provides Commit with Personal Information, Customer consents to allow AWS to collect, process and use such Personal Information for purposes of the business relationship between the parties, or marketing and providing the AWS Services to Customer. To the extent Customer uses AWS Services that include one or more third-party solutions, AWS may disclose to the applicable third party solution provider information associated with Customer's use of the third party solution. Customer warrants it has right to provide such information under applicable laws and each party agrees that it will comply with its respective obligations under applicable data protection legislation.

9. Indemnification from Customer. Customer will defend, indemnify, and hold harmless Commit, its Affiliates and licensors, and each of their respective officers, and directors from and against any losses arising out of or relating to any third party claim concerning: (a) breach by Customer of any of its obligations under this Agreement; (b) violation by Customer of any applicable law, rule or regulation.

10. DISCLAIMER AND LIMITATION OF LIABILITY.

a. COMMIT PROVIDES NO INDEMNITIES, WARRANTIES, OR REPRESENTATIONS IN CONNECTION WITH THE AWS SERVICES WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABLE QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SUCH WARRANTIES, IF ANY, ARE PROVIDED BY AWS DIRECTLY. COMMIT WILL NOT BE LIABLE FOR DELAYS OR FAILURE OF AWS TO PROVIDE AWS SERVICES.

b. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AND AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE AWS SERVICES OR THIS AGREEMENT IS HEREBY LIMITED TO A MAXIMUM OF THE DOLLAR AMOUNT PAID BY CUSTOMER IN THE SIX (6) MONTHS BEFORE THE LIABILITY AROSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES OF ANY KIND, OR FOR BUSINESS INTERRUPTION OR DOWNTIME, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEMS OR NETWORKS, OR THE RECOVERY OF SUCH, THE AVAILABILITY OF THE AWS SERVICES, LOST REVENUE, LOST PROFITS, LOST SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF IT HAD BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR EVEN IF REASONABLY FORESEEABLE.

11. AWS shared responsibility model. We draw your attention to the AWS policy known as shared responsibility model which form an integral part of the AWS Services ("SRM"). Pursuant to SRM, which will apply to your use of the AWS Services, Security and Compliance is a shared responsibility between AWS and the customer. This shared model can help relieve the customer's operational burden as AWS operates, manages and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. By executing this Agreement Customer confirmed it is familiar with the SRM, agree to its terms and as further included in Sschedule C attached hereto and will assume the obligations herein and therein in connection therewith

12. Accounts onboarding to Commit Resale Services

a. Customer shall allow and assist to perform actions on existing customer's accounts as described hereunder.

- Billing and Financial operations access will be defined for Commit operation teams and Commit Billing Automated services
- Cost and Usage Reports will be configured; Commit teams and services shall be allowed to retrieve these reports in order to provide cloud billing and financial service to customer
- Email address of the root user of the Customer's Master Payer Accounts will be changed to Commit-provided email address
    - For Customers that selected SPAM model, root user email of all member accounts will also be updated to Commit-provided email address

b. Customer is and shall be responsible and liable for any actions or omissions in the AWS accounts where Customer holds it's own root account access. In such cases, Customer is responsible for setting up AWS cloud trail, a feature in AWS that enables auditing, security monitoring, and operational troubleshooting and records user activity and API calls across AWS services as events (demonstrating the actions users have taken in Customer's account and the resources that were used). Customer is responsible for following and abiding by the AWS Identity and Access Management (IAM) Best Practice Guide.

c. Customer acknowledges that these Terms do not confer rights to access AWS Regions or AWS Services that AWS does not permit Customer to access. For example, these Terms do not confer rights to access the AWS Gov Cloud region if Customer is not authorized by AWS to access the AWS Gov Cloud region.

13. Miscellaneous.

General. Commit is an independent contractor. Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the Parties. If any provision is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and all other remaining provisions or parts thereof will continue in full force and effect. Any provision of this Agreement which imposes an obligation after termination or expiration of the Agreement will survive the termination or expiration of this Agreement. No waiver of or failure to exercise any option, right or privilege hereunder will be construed as a waiver of any other option, right or privilege. Neither Party may assign this Agreement or any rights or obligations under this Agreement to a third party without the express written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided however that Commit may, without the consent of Customer, assign this Agreement to any person or entity directly or indirectly controlling, controlled by, or under common control with Commit. This Agreement (and applicable Schedule) contain the complete agreement between the Parties relating to the subject matter hereof and supersede all prior negotiations, representations and understandings.

Choice of Law. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws rules. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the State of Israel in Tel Aviv or central District. In either case, the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Definitions (i) "AWS" means Amazon Web Services, Inc., the manufacturer, distributor, licensor and/or provider of the AWS Services resold to Customer by Commit (ii) AWS Site" means http://aws.amazon.com and any successor or related site designated by AWS, and may include the AWS Management Console and/or the application programming interface (iii) "AWS Services" means - as set out in the Proposal (the products and services that Commit is authorized to resell from AWS, including, but not limited to, hardware, software, updates, bug fixes, professional services, maintenance, support, and warranty services, and renewal orders

of the foregoing purchased under the Proposal). (iv) “End Customer Account Model” means the account model under which Commit offers the AWS Services to Customer via the Customer’s AWS accounts (v) “Solution Provider Account Model” means the account model under which Customer links its AWS accounts with a Commit AWS Payer Account.

SCHEDULE A – END CUSTOMER ACCOUNT MODEL TERMS

In addition to the terms and conditions set forth in the Agreement, the following terms will apply for Customers who have selected the End Customer Account Model. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule will apply, except for terms related to fees, payment, pricing and tax terms for use of the Services, which are superseded by the Agreement.

1. **Use of AWS Services.** Customer acknowledges that its rights to and use of the AWS Services is subject to the AWS Customer Agreement between Customer and AWS for Customer's access to and use of AWS Services, a current version of which is located at **https://aws.amazon.com/agreement/** (the "**AWS Customer Agreement**") and the terms and conditions applicable to the specific AWS Services selected by Customer (the "**AWS Service Terms**"). Customer hereby assume the obligation to comply and be subject to the AWS Customer Agreement and the applicable AWS Service Terms.

2. **Program Guide.** Customer will review the AWS Program Guide for End Customers, a current version of which is located at **https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf**.

3. **AWS Interaction with Customer.** Customer acknowledges that AWS has the right to (i) directly communicate and interact with Customer without Commit's participation, and (ii) terminate Customer's ability to access and use the AWS Services in accordance with the terms of the AWS Customer Agreement. Nothing in this Agreement will prevent AWS or Customer from exercising their rights and performing their obligations under the AWS Customer Agreement.

SCHEDULE B – SOLUTION PROVIDER ACCOUNT MODEL TERMS

In addition to the terms and conditions set forth in the Agreement, the following terms will apply for Customers who have selected the Solution Provider Account Model. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule will apply.

Under the solution provider account model, the email domain for the management (payer) account and all member (linked) accounts should be from the solution provider.

SCHEDULE C - CUSTOMER RESPONSIBILITIES.

AWS shared responsibility model. We draw your attention to the AWS policy known as shared responsibility model which form an integral part of the AWS Services ("SRM"). Pursuant to SRM, which will apply to your use of the AWS Services, Security and Compliance is a shared responsibility between AWS and the customer. This shared model can help relieve the customer's operational burden as AWS operates, manages and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. The customer assumes responsibility and management of the guest operating system (including updates and security patches), other associated application software as well as the configuration of the AWS provided security group firewall. Customers should carefully consider the services they choose as their responsibilities vary depending on the services used, the integration of those services into their IT environment, and applicable laws and regulations. The nature of this shared responsibility also provides the flexibility and customer control that permits the deployment. For further details related to the SRM see https://aws.amazon.com/compliance/shared-responsibility-model. Further, as part of SRM, Customer requires to assumes the following:

1. **Accounts.** Except to the extent caused by Commit's breach of the Agreement, (a) Customer is responsible for all activities that occur under Customer's AWS account, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer's employees or a third party (including Customer's contractors, agents or End Users), and (b) Commit is not responsible for unauthorized access to Customer's AWS account.
2. **Customer Content.** Customer will ensure that Customer Content and Customer's and End Users' use of Customer Content or the AWS Services will not violate applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content.
3. **Customer's Security and Backup.** Customer is responsible for properly configuring and using the AWS Services and otherwise taking appropriate action to secure, protect and backup Customer's accounts and Customer Content in a manner that will provide appropriate security and protection. This may include use of encryption to protect Customer Content from unauthorized access and routinely archiving Customer Content.
4. **Log-In Credentials and Account Keys.** AWS log-in credentials and private account keys generated by the AWS Services are for Customer's internal use only and Customer will not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose Customer's private key to Customer's agents and subcontractors performing work on Customer's behalf.
5. **End Users.** Customer is responsible for its End Users' use of Customer Content and the AWS Services. Customer will ensure that all End Users comply with Customer's obligations under this Agreement. If Customer becomes aware of any violation of Customer's obligations under this Agreement caused by an End User, Customer will immediately suspend access to Customer Content and the AWS Services by such End User.
6. **Export Sales.** Customer agrees that it will comply with all applicable import, re-import, export, and re-export control laws and regulations.

SCHEDULE D - OFFBOARDING AND HANDOVER PROCEDURE

The purpose of this schedule D is to govern, define and set forth the procedure and terms applicable between Commit and Customer, upon termination of the Commit Cloud Provider (AWS) Customer Agreement between the Parties made as of even date hereof, in connection with the managing and handling of the transfer and hand over of the AWS Services and the Customer Materials stored on the AWS cloud service, to Customer, in a secured and efficient manner (the "**Procedure**"). Pursuant to this Procedure, upon termination of the AWS Reseller the following shall apply:

1. Customer may deliver Commit a written notice requesting Commit to initiate the Customer Materials and AWS Service handover and transfer process from the Customer account with Commit ("**Account**" and "**Customer Account and Customer Materials Transfer Notice**").
2. Commit shall, within five (5) days as of receipt of the **Customer Account and Customer Materials Transfer Notice**, confirm in writing to Customer, at such details provided by Customer, receipt of such notice and initiation of the Procedure.
3. Commit, based on the **Customer Account and Customer Materials Transfer Notice**, shall take the following actions, provide AWS with the following instructions and execute the following instrument in order to complete the Procedure within fourteen (14) days as of receipt of the **Customer Account and Customer Materials Transfer Notice**:

   (a) Commit shall enter the AWS system and remove its name and insert the Customer name for payment method in the relevant account.

   (b) Commit shall remove its name from the contact information in the relevant account and insert the Customer name and contact information in such account. Alternative contacts

information shall also be updated to include Customer contacts and details only.

(c) Commit shall remove its name and details in the Account from the IAM roles/users/groups.

4. Commit shall disconnect its external Identity Providers which can be linked to the Account (i.e., Federation with CommiT SSO)

5. Commit shall unlink the Account from Commit consolidated account and thereafter (i) remove CommiT payment methods, (ii) remove CommiT tax information, (iii) disable the MFA on root account, and (iv) update the root email to include Customer email only.

6. In order to and as a pre-condition to complete the actions and process set forth in sections 4 and 5 above, Customer shall be required and will provide to AWS via the AWS applicable systems any required payments means (such as credit card details).

7. Upon completion of the above, Commit shall provide the Customer with the following recommendations: (i) Reset root password (ii) Reset "Secret Questions" (iii) Update TAX info (iv) Re-enable MFA for the ROOT (v) Rotate credentials in all systems (i.e. SSH keys, Administrator and services credentials).

8. Upon completion of the above steps, Commit shall provide Customer with a form of a written approval/certification evidencing completion of the above steps for the Customer to execute and deliver to Commit for its records. Commit may independently document the completion of the Procedure and maintain such documentation on its records.

Last Updated: Jan 2nd , 2024