MARKETPLACE ANNEX
FOR THE PURCHASE OF SOFTWARE LICENSE

Introduction. Pursuant to our engagement and the Agreement, Commit, as a reseller of Google ("**Cloud Vendor**"), offers its customers the ability to purchase certain third-party software subscriptions, licenses or products ("**Marketplace Products**") via the Cloud Vendor marketplace. As set thin this Annex and as outlined hereunder, You may consummate the purchase of the available Marketplace Products under three separate business models and in compliance with and subject to theire associated terms and conditions. In this Annex, "Cloud Vendor Services" means the products and services that Commit is authorized to resell by Google.

Model #1 Cooperation with third party independent software vendor (ISV) Model
By engaging Commit under this model, Commit will support you and facilitate a direct proposal and thereafter a transaction between You as a customer and the ISV for the applicable required Marketplace Products . Engaging Commit as a transaction facilitator, will allow you to enjoy preferred pricing based on Commit's collaborative relations with the ISV and achieve a beneficiary, optimal offerings and support packages for such ISV offering. While adopting this model, Commit, as a trusted advisor and reseller, will endeavours to ensure that You receive a valuable, competitive / best possible offer and support package, for the Marketplace Products, enhancing its operational efficiency and technological capabilities.

Advantages of using the marketplace pursuant to Model #1
We believe that consummating a transaction pursuant to this model offers various business advantages such as:

- **Pricing benefits.** Commit's as leading integrator in the market, established partnerships with significant number of leading ISV's which their Marketplace Products is available in the marketplace. Therefor, if You purchase the Marketplace Products via Commit You may enjoy preferential pricing due to Commit's partnership with the relevant ISV.
- **Support.** Commit will use its resources in order to ensures that You receive superior support packages directly from the ISV.
- **Advisory Services.** You will benefit from complimentary technical advisory services offered by Commit, leveraging on our experience and expertise to assist you in order to optimize your utilization of the purchased Marketplace Products within its environment.

If you are purchasing Marketplace Products via the marketplace under model # 1 or we urge you to contact your account manager with Commit.

Model #2: **Private Offer or Direct Independent Purchase and public offer purchases**
Using the GCP Marketplace you may receive from the various Independent Software Vendor (ISVs) which products are available in the Marketplace, with either the opportunity to purchase such products based on a published price list or based on a customized private offer for the sale of the Marketplace Products of the required ISV.

Customers may decide not to consummate or utilize a transaction for the purchase of Marketplace Products pursuant to Model#1 and independently purchase any available Marketplace Products in the Cloud Vendor marketplace or consummate any such transaction directly from ISVs herein ("**Direct Independent Model**"). In such event, note that You, as a customer, shall assume the full responsibility to purchase process in the marketplace including negotiating pricing and the terms of the transaction, renewal terms. You will not

however be eligible to enjoy our advisory technology services nor our ability to gain for the benefit beneficiary prices. Handling Fee shall be charged for transaction processed pursuant to Direct Independent Model as separately agreed by the Parties.

Our Value, conclusion. Commit remains dedicated to facilitating seamless, efficient, and cost-effective software procurement for our customers through the Google cloud marketplaces. We are steadfast in our commitment to providing value-added services and ensuring that our ccustomers are positioned to leverage the best possible solutions for their unique needs. We therefore recommend that You approach us in your marketplace procurement activities so we can support You and your business.

Purchase terms. Purchasing Marketplace Products via the Cloud Vendor marketplace is subject to the applicable Cloud Vendor market place terms as published by it from time to time as well as to any licensing agreement, including without limitation, an EULA or AUP (acceptable use policy) or other licensing agreement of the relevant independent software vendor ("ISV") applicable to such Marketplace Products purchased. Commit in this connection acts soley as a faciliatory or a reseller and as such (i) the Marketplace Products are offered by the Cloud Vendor or ISV and Commit is not an agent or representative of such Cloud Vendor or ISV and is not the creator, manufacturer, distributor or licensor of the Marketplace Products (ii) in purchasing the Marketplace Products , You are is relying solely on Cloud Vendor or ISV specifications and not on any statements, documents or specifications that may be provided by Commit. The fees for the Marketplace Products or other are those fees as published by the Cloud Vendor on the Vendor marketplace website, such fees unless otherwise specifically agreed in writing being incorporated herein by this reference. Each Cloud Vendor or ISV, each in their sole discretion, may change their respective fees at any time.

Disclaimer and limitation of liability. COMMIT PROVIDES NO INDEMNITIES, WARRANTIES, OR REPRESENTATIONS IN CONNECTION WITH THE GOOGLE OR ISV PRODUCTS OR 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 GOOGLE OR THE ISV DIRECTLY. COMMIT WILL NOT BE LIABLE FOR DELAYS OR FAILURE OF GOOGLE OR ISV TO PROVIDE THE MARKETPLACE PRODUCTS. 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 MARKETPLACE PRODUCTS OR THE SERVICES HEREIN 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 MARKETPLACE PRODUCTS, 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.

Customer Acknowledgment and acceptance. By choosing either of the options outlined herein, the Customer acknowledges and agrees to the respective terms and conditions. The Customer retains the right to select the option that best aligns with their operational needs and financial considerations. By consummating a transaction pursuant to any one of the listed models herein, You acknowledges that You have read, understood, and agreed to the terms set forth in this Annex which shall be deemed accepted and agreed by the parties.