PROFESSIONAL SERVICES AMENDMENT

to the Standard Contract for AWS Marketplace

GEN ETH, INC. d/b/a CMDash

Version 1.0 · November 18, 2026

This Professional Services Amendment (this "Amendment") amends the Standard Contract for AWS Marketplace (the "Standard Contract") as it applies to the professional services that GEN ETH, INC., a Florida corporation doing business as CMDash, 1701 NW 107th Ave, Pembroke Pines, Florida 33026 ("Licensor"), offers to the party that accepts the applicable AWS Marketplace private offer ("Buyer"). References to Sections of the Standard Contract are to the version AWS Marketplace publishes as the "2023 Update (2023-11-07)"; if the Offer carries a later version, each reference applies to the corresponding provision of that version. Capitalized terms that this Amendment does not define have the meanings given in the Standard Contract.

The Standard Contract is written for software products and software-as-a-service subscriptions. The offering bought under the Offer consists of professional services and written deliverables. The Parties therefore agree to the changes below, which control over any conflicting provision of the Standard Contract, the Product Listing and any other part of the Agreement.

1. FORMATION, DEFINITIONS AND STRUCTURE

1.1 Amendment and Acceptance. This Amendment is an amendment agreed upon by the Parties for the purposes of Sections 1.3(a) and 12.3 of the Standard Contract. It is attached to or referenced in the Offer, together with the Order Form and the Schedule. Buyer's acceptance of the Offer through AWS Marketplace, by an individual authorized to bind Buyer, is Buyer's signature of this Amendment, the Order Form and the Schedule, and Licensor's making of the Offer is Licensor's signature of them. This Amendment, the Order Form and the Schedule are part of the Agreement and are not "Additional Terms" under Section 2.5 of the Standard Contract. The Parties may also sign this Amendment by hand or through an electronic signature service; a signed copy confirms the acceptance and does not replace it.

1.2 Electronic Records and Signatures. The Parties agree to do business electronically. Under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Florida Uniform Electronic Transaction Act (Fla. Stat. § 668.50), an electronic signature, the acceptance described in Section 1.1 and an electronic record of either satisfy any requirement for a signature or a writing. The versions of this Amendment and of the Schedule that apply are those attached to or identified in the Offer.

1.3 Defined Terms. In this Amendment:

(a) "Offer" means the AWS Marketplace private offer for the Professional Services that Licensor makes and Buyer accepts, and "Order" means the Offer together with the Order Form attached to or referenced in it.

(b) "Professional Services" or "Services" means the professional services described in the Order and its Schedule. They are "Services" as the Standard Contract uses that term.

(c) "Schedule" means the Service Schedule identified in the Order, which states the scope, Deliverables, exclusions and Buyer responsibilities for the Professional Services.

(d) "Deliverable" means a report, document or other work product that the Order or Schedule expressly identifies as a deliverable to be furnished to Buyer. Deliverables do not include Provider IP, the Platform, or Licensor's drafts and working papers.

(e) "Assigned Deliverable" means a Deliverable that an Order signed by an officer of Licensor expressly identifies as an Assigned Deliverable. Unless an Order does so, there are none.

(f) "Provider IP" has the meaning given in Section 5.2, and the "Provider IP Schedule" is the schedule of that name that Licensor publishes with its Master Services Agreement, in the version current on the date of the Offer. Licensor will give Buyer a copy on request.

(g) "Change Order" means a written change to the Order, stating the change in scope, Fees and dates, that both Parties sign or accept in writing (e-mail is sufficient) before the changed work begins. A Change Order that changes the Fees may be carried out by a further private offer.

(h) "Delivery Date" means the date Licensor records for the final session or final Deliverable under the Order or, for a Service that ends with a finished file or kit, the date Licensor sends it.

(i) "Fees" means the amounts payable for the Professional Services as stated in the Offer.

(j) "Kickoff" means the start of the first scheduled working session between Licensor and Buyer under the Order. Kickoff is the start of work.

(k) "Platform" means Licensor's CMDash software platform in its hosted and self-hosted editions and any other software product Licensor makes generally available, and "Platform Terms" means the separate terms under which Buyer subscribes to or licenses the Platform.

(l) "Principal Consultant" means the individual Licensor designates to lead the Professional Services, who on the version date of this Amendment is Licensor's founder.

(m) "Sensitive Regulated Data" means Controlled Unclassified Information (including Controlled Technical Information and covered defense information under DFARS 252.204-7012); items and technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations; classified information; protected health information under HIPAA; payment card account data; and any other data that a law or a government contract requires to be handled only in an authorized environment.

(n) In the Order Form and the Schedule, Licensor is called "Provider," Buyer is called "Client," Buyer Materials are called "Client Materials," and the Agreement, as amended by this Amendment, is called the "Governing Agreement."

(o) A reference to a Section is to a Section of this Amendment, unless it says that it is a Section of the Standard Contract.

1.4 How the Standard Contract Applies. The Professional Services are services. They are not a Product deployed in Buyer's Computing Environment, they are not a SaaS Service, and the Offer is not a Subscription to software. For the Offer:

(a) Sections 2.1, 2.4, 3, 5.1 through 5.4, 7 (other than Sections 7.2.1 and 7.2.2 as they relate to Buyer Materials, and Section 7.6), 8.1(b), 8.2, 8.3, 8.4, 9.1, 9.4, 9.5, 9.6.1, 10.3.2, 11 and 12.1 of the Standard Contract do not apply to the Professional Services, and this Amendment takes their place;

(b) the Deliverables and Provider IP are "Licensed Materials" for the purposes of Sections 2.2, 2.3 and 4.1 of the Standard Contract, subject to the license in Section 5.5, which prevails over Section 2.3 of the Standard Contract where they differ;

(c) neither a Deliverable nor Provider IP is Buyer Data, Buyer Materials or data "derived from" Buyer Data, and Section 7.2.1 of the Standard Contract gives Buyer no ownership interest in either, although Buyer's own facts and data remain Buyer Materials, and Buyer's Confidential Information, when they are reproduced in a Deliverable; and

(d) every other provision of the Standard Contract applies to the Professional Services as written, except as this Amendment changes it.

1.5 Order of Precedence. In place of the order stated in Section 1.3 of the Standard Contract, the order of precedence for the Offer is: (a) this Amendment; (b) the Order Form; (c) the Schedule; (d) the data protection terms identified in Section 7.2; (e) the NDA, if any; (f) the Product Listing; and (g) the Standard Contract. The Order Form prevails over this Amendment only as to the description of the Services and Deliverables, quantities, Fees, dates and other commercial terms; it changes Section 5, Section 6, Section 9, Section 10 or Section 11 only if it is signed by an officer of Licensor and expressly identifies the Section it changes. The Schedule, and not the Product Listing, states the scope, Deliverables, timing and support for the Professional Services. The Product Listing, Licensor's website, sample deliverables and methodology documents describe the Professional Services in general terms and are not warranties.

1.6 No Other Terms. No purchase order, vendor-registration or procurement-portal terms, supplier code, onboarding document, click-through terms or other document issued by or for Buyer applies to the Services or changes the Agreement, even if Licensor or any of Licensor's Personnel signs it, clicks to accept it or performs after receiving it. Any such act is administrative only, done to gain access or to be paid. A purchase order number may be used for reference.

1.7 Fixed Scope; Change Orders. The Services are provided on a fixed-fee, fixed-scope basis unless the Order says otherwise. Anything the Schedule does not expressly state as in scope is out of scope. Out-of-scope work is performed only under a Change Order, at the rate stated in the Order or, if none is stated, at Licensor's then-current hourly rate.

1.8 Relationship to the Platform. The Services are separate from any subscription to or license of the Platform. Buyer's use of the Platform is governed by the Platform Terms and not by the Agreement. No Order grants a Platform subscription or license, and no Platform fee is included in the Fees, unless the Order expressly says so. Information that Licensor records in Buyer's Platform organization as part of the Services is Buyer's data under the Platform Terms. The end of an Order does not end a Platform subscription, and the end of a Platform subscription does not end an Order, although Licensor is excused from any Service that depends on Platform access Buyer no longer has.

2. PERFORMANCE AND PERSONNEL

2.1 Principal Consultant. Licensor's Principal Consultant leads the Services, personally conducts the working sessions with Buyer and reviews every Deliverable before it is delivered. The Principal Consultant holds the CISSP credential on the date of the Order. Licensor decides the manner, means, sequence, location and tools of performance.

2.2 Tools and Support Resources. Licensor may use automated tools, including software that Licensor owns or licenses and AI-assisted tools, and may use employees or subcontractors who work under the Principal Consultant's direction and are bound by written confidentiality obligations at least as protective as those in the Agreement. Licensor remains responsible for their work as for its own. Licensor will give Buyer written notice before a subcontractor first takes part in the Services, and will not use that subcontractor for Buyer if Buyer objects in writing, for reasonable cause, within five (5) business days after the notice. Licensor uses only AI-assisted tools whose terms prohibit the use of customer data to train models. Licensor will not submit Buyer's Confidential Information to a third-party generative AI service unless Buyer has consented by ticking the consent box in the Order or otherwise in writing.

2.3 Unavailability of the Principal Consultant. If the Principal Consultant becomes unable to perform because of illness, injury, family emergency or another cause beyond Licensor's reasonable control, Licensor will tell Buyer promptly, and the dates under the Order are extended for the period of unavailability. If the unavailability lasts, or is expected to last, more than fifteen (15) business days, Licensor may propose a qualified substitute, whom Buyer may accept or decline in its reasonable discretion, and either Party may instead terminate the affected Order by written notice. On that termination Licensor will refund the prepaid Fees for the Services not yet performed. This Section states Licensor's entire liability, and Buyer's exclusive remedy, for the unavailability of the Principal Consultant.

2.4 Delivery and Acceptance. A Deliverable is accepted when Buyer confirms acceptance or, if earlier, ten (10) business days after Licensor delivers it, unless within that period Buyer gives written notice describing how the Deliverable fails to conform to the Schedule. Licensor will correct a non-conformity so described and redeliver. One round of revisions requested within that period is included in the Fees. Acceptance does not limit the warranty in Section 9.2.

2.5 Independent Contractor. Licensor is an independent contractor. Nothing in the Agreement creates an employment, co-employment, partnership, joint venture, agency or fiduciary relationship between Buyer and Licensor or any of Licensor's Personnel, and neither Party may bind the other. Licensor is solely responsible for the compensation, taxes, benefits and insurance of Licensor's Personnel. The relationship is non-exclusive: Licensor may perform services for any other person, including a competitor of Buyer, subject to Section 6.

2.6 No Individual Undertakings. Buyer's contract is with Licensor only. No individual among Licensor's Personnel is a party to the Agreement, and none is required to sign any agreement, assignment, acknowledgment or policy in a personal capacity as a condition of performing the Services, other than reasonable site-access, safety and acceptable-use rules for Buyer's premises and systems. Any such document that an individual signs or clicks is signed solely as a representative of Licensor, is subject to the Agreement, and does not transfer any intellectual property, create any restrictive covenant or create any personal liability.

3. BUYER RESPONSIBILITIES AND RELIANCE

3.1 Buyer Information. Buyer will provide the complete and accurate information, documentation, system access, decisions and personnel availability reasonably required for the Services, on a timely basis, including the items listed in the Schedule.

3.2 Access and Authority. Buyer authorizes Licensor to access the systems, accounts, environments and data that Buyer designates, and to run read-only review and scanning tools against them, for the purpose of the Services. Buyer

represents that it has the right and authority to grant that access and to furnish the Buyer Materials, including for systems, accounts and data owned or operated by a third party (such as a cloud provider, a supplier or an acquisition target), and that it has obtained every consent the access requires. Buyer will grant access on a least-privilege, read-only basis unless the Order says otherwise, will not grant access that permits Licensor to read the content of Sensitive Regulated Data, and will remove Licensor's access when the Services end. Buyer remains responsible for the security, configuration, backup and operation of its own systems.

3.3 Reliance Without Independent Verification. Licensor's observations, findings, Deliverables and recommendations are based on information furnished by Buyer and by third parties Buyer designates, and on the state of the environment during the engagement period. LICENSOR DOES NOT INDEPENDENTLY AUDIT, VERIFY OR AUTHENTICATE THAT INFORMATION, AND IS NOT RESPONSIBLE FOR ANY DELIVERABLE THAT IS INCOMPLETE OR INACCURATE BECAUSE INFORMATION FURNISHED TO LICENSOR WAS INCOMPLETE, INACCURATE OR NOT TIMELY PROVIDED.

3.4 Buyer Decisions. Buyer is solely responsible for its own decisions, for implementing or declining any recommendation, for the operation and security of its business and systems, and for its compliance with any law, regulation, contract, standard or framework. Licensor's role is advisory.

3.5 Delay. Licensor is not liable for delay or deficiency caused by Buyer's failure to meet a responsibility under this Section. Delivery periods run only while Buyer is meeting its responsibilities. Where the failure materially affects the engagement, Licensor may adjust the schedule and the Fees by Change Order. If Buyer has not provided the required inputs or attended the required sessions within sixty (60) days after Licensor's written request, Licensor may close the Order by written notice, deliver the work completed to that date as is, and keep the Fees.

4. NATURE AND LIMITS OF THE PROFESSIONAL SERVICES

4.1 Readiness, Review and Advisory Only. THE SERVICES ARE READINESS, REVIEW AND ADVISORY SERVICES. THEY ARE NOT AN AUDIT, A CERTIFICATION ASSESSMENT, A CERTIFICATION, AN ACCREDITATION, AN ATTESTATION, AN EXAMINATION OR AN OPINION, AND THEY DO NOT CONSTITUTE OR GUARANTEE ANY CERTIFICATION, ASSESSMENT RESULT OR REGULATORY OUTCOME. Audits, certification assessments, certifications, accreditations and attestations may be performed only by an independent auditor, an authorized assessor or an accredited body, and Licensor is not acting in any of those capacities. Where any Licensor material describes a Service as a review, a gap analysis or a readiness assessment, it means an advisory review under this Section.

4.2 Assessors and Certification Bodies. Licensor is not a CMMC Third-Party Assessment Organization (C3PAO), is not acting as a certified CMMC assessor, is not an accredited certification body for any ISO/IEC standard, is not a licensed certified public accounting firm, and is not a classification society. Any readiness result, score or rating that Licensor gives is Licensor's advisory estimate. It is not a score for the Supplier Performance Risk System or for any other government or third-party system, and it does not predict what an assessor, auditor or certification body will find.

4.3 No Affirmation or Attestation by Licensor. Licensor does not make, sign, endorse, adopt or recommend any affirmation, attestation, certification, self-assessment score or representation that Buyer submits to any government body, regulator, certifying authority, customer or counterparty. Buyer and its officers remain solely responsible for any statement they affirm or submit, and for determining whether it is accurate and complete. No Deliverable is, or may be relied on as, a reasonable basis, a due-diligence defense or other support for any such statement.

4.4 Independence and Conflicts of Interest. Licensor keeps its professional services separate from the auditor and assessor directory in the Platform, as described in its Independence Covenant (cmdash.com/independence). Licensor does not recommend, rank or select an auditor, assessor or certification body, and neither pays nor accepts a referral fee to or from one. Because Licensor provides readiness and advisory services to Buyer, neither Licensor nor its Principal Consultant will act as, or on behalf of, the auditor, assessor or certification body that audits, assesses or certifies Buyer for the same scope. Buyer is responsible for confirming with the body it chooses that Licensor's advisory role is consistent with that body's independence and conflict-of-interest rules. Licensor also licenses the Platform and may describe it to Buyer. Buyer is under no obligation to subscribe to it, and no Service depends on a Platform purchase unless the Schedule says so.

4.5 No Legal, Accounting or Valuation Advice. Licensor does not provide legal, regulatory, accounting, tax, insurance or valuation advice, and no Deliverable may be relied on as such. Buyer should obtain independent professional advice on those matters.

4.6 No Assurance of Outcome. Licensor makes no representation that Buyer will pass any audit or assessment, obtain or keep any certification, win or keep any contract, satisfy any regulator, insurer or counterparty, or avoid any security incident. Security is a function of continuing operations, not of any point-in-time engagement.

4.7 Point in Time. Deliverables describe conditions observed during the engagement period only. Licensor has no obligation to update a Deliverable for events, changes or information arising afterward.

4.8 Not Monitoring, Testing or Incident Response. Unless the Schedule expressly includes it, the Services do not include security monitoring, threat detection, incident response, penetration testing, remediation or the administration of Buyer's systems. Licensor has no duty to detect a security incident, vulnerability or non-compliance outside the stated scope. Results produced by automated or third-party tools depend on those tools, may contain false positives and may miss issues.

4.9 No Third-Party Reliance. Deliverables are prepared solely for Buyer's internal use, and no third party may rely on them. Buyer may show a Deliverable to its Affiliates, auditors, assessors, certification bodies, regulators, insurers and legal and professional advisors and, under a written confidentiality obligation, to a prospective acquirer or financing source, in each case for information only, on the basis that Licensor owes the recipient no duty and accepts no liability to it, and with Licensor's notices left in place. Buyer will not otherwise disclose a Deliverable, or present it to any person as the basis for that person's decision, without Licensor's prior written consent.

5. INTELLECTUAL PROPERTY

5.1 Relationship to the Standard Contract. This Section applies notwithstanding Sections 2, 4 and 7.2 of the Standard Contract. Section 4.1 of the Standard Contract (Licensor retains all right, title and interest in the Licensed Materials) and Section 4.2 (Feedback) continue to apply and are supplemented by this Section.

5.2 Provider IP. “Provider IP” means all of the following, whenever and however created, together with all intellectual property rights in them anywhere in the world:

(a) the Platform, including the CMDash platform and every module and feature of it (the Defense Readiness Atlas among them), and the SDConnx product;

(b) Licensor's methodologies, frameworks, playbooks, processes, checklists, questionnaires, control mappings and crosswalks, scoring and risk-rating methods, report formats, templates and sample documents;

(c) Licensor's software, code libraries, scripts, queries, automation, integrations, connectors, configurations, prompts, agents and other tooling;

(d) Licensor's know-how, techniques, ideas and concepts of general application;

(e) anything owned by or licensed to Licensor, its Affiliates or Licensor's Personnel before the Order, or developed or acquired by any of them independently of the Services;

(f) every improvement to, modification of and derivative work based on any of the foregoing, including one made in the course of the Services or suggested by Buyer; and

(g) the items listed in the Provider IP Schedule, which is illustrative and not exhaustive.

Provider IP does not include the Buyer Materials.

5.3 Ownership. As between the Parties, Licensor (or its Affiliate, its Principal Consultant or its licensor, as the case may be) owns and retains all right, title and interest in Provider IP. That is so regardless of when the Provider IP was created (before, during or after an Order), whether it was created or improved in the course of the Services, whether it is listed in the Provider IP Schedule, whether Buyer's facilities, equipment, accounts or systems were used, whether it relates to Buyer's business, and whether Buyer suggested it. Nothing in the Agreement, an Order, a Schedule or any other document assigns or transfers any ownership interest in, or grants any exclusive right to, Provider IP.

5.4 No Assignment; Not Work Made for Hire. No Deliverable and no Provider IP is a “work made for hire.” Except for an Assigned Deliverable under Section 5.6, no ownership interest in any Deliverable passes to Buyer, and Buyer receives only the license in Section 5.5. If any right in Provider IP nevertheless vests in Buyer by operation of law, Buyer assigns that right to Licensor and will sign any document reasonably needed to confirm the assignment.

5.5 License to Deliverables. Subject to payment in full of the Fees for the applicable Order, Licensor grants Buyer a perpetual, worldwide, non-exclusive, royalty-free license, non-transferable except with a permitted assignment of the Agreement, to use, copy and modify the Deliverables, and to make derivative works of them, for the internal business purposes of Buyer and its Affiliates, including Buyer's own security, risk and compliance program and the disclosures that Section 4.9 permits. Provider IP embedded in a Deliverable is licensed on the same terms, only as part of that Deliverable and not on a stand-alone basis. Buyer will not (a) sell, license, publish or distribute a Deliverable or Provider IP, or use either to provide services to a third party; (b) use a Deliverable or Provider IP to develop or train a product, template library or service that competes with Licensor's products or services; (c) remove or alter Licensor's proprietary notices; or (d) reverse engineer any Licensor software or tooling. The Agreement grants no license to the Platform.

5.6 Assigned Deliverables. There are no Assigned Deliverables unless an Order signed by an officer of Licensor expressly lists them. When Buyer has paid in full the Fees for that Order, Licensor assigns to Buyer Licensor's copyright in the content of each Assigned Deliverable that was created specifically and solely for Buyer under that Order. The assignment does not include Provider IP, which remains licensed under Section 5.5 even where it is embedded in an Assigned Deliverable.

5.7 Buyer Materials. Buyer retains all right, title and interest in the Buyer Materials. Buyer grants Licensor a non-exclusive license to use, copy and process the Buyer Materials solely to perform the Services and to exercise Licensor's rights under the Agreement. Buyer's own facts and data remain Buyer Materials when they are reproduced in a Deliverable.

5.8 Tools Used in the Services. Software, scripts, roles, queries and other tooling that Licensor runs in or against Buyer's environment remain Provider IP or the property of their third-party or open-source licensors. Buyer receives no license to them beyond the benefit of the Services, and will delete or disable them when the Services end unless the Order says otherwise.

5.9 Residuals and General Learning. Licensor and Licensor's Personnel may use, for any purpose, the general knowledge, skills, experience, ideas, concepts, techniques and know-how that they use, learn or develop in the course of the Services and retain in unaided memory. Licensor may also use generalized learning that neither identifies Buyer nor discloses Buyer's Confidential Information to improve Licensor's methods, products and services. This Section does not permit Licensor to disclose Buyer's Confidential Information and does not grant Licensor a license under Buyer's patents or copyrights.

5.10 Feedback. If Buyer gives Licensor suggestions or feedback about the Services, the Platform or other Provider IP, Licensor may use them without restriction or obligation. This gives Licensor no rights in the Buyer Materials.

5.11 No Restriction on Licensor's Business. Nothing in the Agreement restricts Licensor from developing, marketing, licensing or selling any product or service, including to persons in the same business as Buyer, or from independently developing anything, subject to Section 6. Buyer acknowledges that Licensor develops and licenses the Platform, which addresses the same security and compliance frameworks as the Services, and that similarity between a Licensor product or service and anything discussed or delivered in the Services is not by itself evidence of a breach.

5.12 Government Rights and Flow-Downs. Provider IP, the Platform and the Deliverables are commercial products, commercial services, commercial computer software and commercial computer software documentation within the meaning of FAR 2.101, developed exclusively at private expense. The Services are not performed under, and no Deliverable is a deliverable under, any government prime contract or subcontract unless an Order signed by an officer of Licensor says so. If Buyer furnishes a Deliverable or Provider IP to a government agency or to a higher-tier contractor, it does so with only the rights the Agreement grants to Buyer (consistent with FAR 12.211 and 12.212 and DFARS 227.7102, 227.7202 and 252.227-7015), and will keep Licensor's proprietary and restrictive legends in place. No FAR, DFARS or other government or customer flow-down clause, and no term of any contract between Buyer and a third party, binds Licensor unless it is listed in an Order signed by an officer of Licensor.

5.13 Reservation of Rights; Remedies. Licensor reserves all rights not expressly granted. Buyer obtains no right to Licensor's names, logos or trademarks. A breach of this Section may cause Licensor irreparable harm, and Licensor may seek injunctive relief in any court of competent jurisdiction in addition to its other remedies.

5.14 Section 12.6 of the Standard Contract. Section 12.6 of the Standard Contract (Government Rights) applies to the Deliverables and Provider IP as it applies to the Product and Documentation, and is supplemented by Section 5.12.

6. CONFIDENTIALITY

6.1 Section 6 Applies. Section 6 of the Standard Contract applies to the Professional Services, and under Section 10.3.3 its obligations continue for five years after the Agreement ends and, for a trade secret, for as long as it remains one. Provider IP that is not public, Licensor's pricing and the non-public terms of the Offer are Confidential Information of Licensor. The Buyer Materials, and the non-public facts about Buyer's systems, security posture and findings recorded in a Deliverable, are Confidential Information of Buyer. Buyer may disclose a Deliverable as Section 4.9 permits.

6.2 Credentials and Vulnerability Details. The obligations of Section 6 of the Standard Contract continue for access credentials, personal data and non-public details of security vulnerabilities for as long as the Receiving Party holds them.

6.3 Residuals Not Restricted. Sections 7.2.3 and 7.3 of the Standard Contract do not apply to the Professional Services, and nothing in Section 6 of the Standard Contract limits Section 5.9.

7. DATA PROTECTION AND SECURITY

7.1 Data Protection Terms. For the purposes of Section 7.6.2 of the Standard Contract, the Parties expressly agree to be bound by the terms identified in Section 7.2 in place of the Data Processing Addendum attached to the Standard Contract. Those terms and this Section are the “Privacy and Security Terms” for the Offer.

7.2 Personal Data. The Services are not designed to process personal data, and Buyer will limit the personal data it makes accessible to Licensor to what the Services require (typically the names, work contact details, user identifiers, roles and activity records of Buyer's personnel). To the extent Licensor processes personal data on Buyer's behalf in performing the Services and applicable data protection law requires a written contract, Licensor's Data Processing Addendum (cmdash.com/trust/dpa), in the version current on the date of the Order, applies to that processing as if the Services were the service it describes; the subject matter, duration, nature and purpose of the processing are the performance of the Services under the Order. Personal data that Buyer stores in the Platform is governed by the Platform Terms and that Addendum, not by this Section.

7.3 Security. Licensor will maintain reasonable administrative, technical and physical safeguards, appropriate to the nature of the information, to protect Buyer's Confidential Information in Licensor's possession or control. Licensor will notify Buyer without undue delay, and in any case within seventy-two (72) hours, after confirming unauthorized access to or disclosure of Buyer's Confidential Information in Licensor's possession or control, and will give Buyer the information reasonably available to Licensor about what happened. A notice under this Section is not an admission of fault or liability.

7.4 Sensitive Regulated Data. Buyer will not send Sensitive Regulated Data to Licensor by any channel, and will not place it in the hosted edition of the Platform, unless the Order expressly provides for it and the Parties have agreed in writing how it will be handled. Where the Services concern an environment that contains Sensitive Regulated Data, Licensor views that data, if at all, only in place within systems Buyer controls, and Buyer is responsible for identifying and marking it. If Sensitive Regulated Data reaches Licensor in breach of this Section, Licensor may delete it without reviewing it and will tell Buyer. Licensor does not act as Buyer's cloud service provider, managed service provider or external service provider for the storage, processing or transmission of Controlled Unclassified Information, and does not sign business associate agreements.

7.5 Retention. Within sixty (60) days after the Delivery Date, or sooner if the Schedule says so or Buyer asks in writing, Licensor will delete the copies of Buyer Materials that it holds, other than the Deliverables. Licensor may keep one copy of each Deliverable, the Order and the working papers that support its findings, as business records and for the establishment or defense of legal claims, and either Party may keep copies held in routine backups until they expire or as the law requires. Anything kept remains subject to Section 6. Licensor is not required to return or deliver Provider IP or its working papers.

8. FEES, PAYMENT AND REFUNDS

8.1 Fees and Payment Through AWS Marketplace. The Fees and the payment schedule are those stated in the Offer. They are invoiced and collected through AWS Marketplace under its terms. Fees exclude taxes and third-party costs, including Buyer's cloud infrastructure charges, which remain Buyer's responsibility. Licensor makes no

representation about how AWS treats a purchase for the purposes of any spend commitment or discount that Buyer has with AWS.

8.2 Non-Payment and Suspension. If an amount due under the Offer is not paid when due, Licensor may suspend the Professional Services on five (5) business days' written notice until it is paid. The dates under the Order are extended accordingly and the Fees are not reduced. Licensor is not required to deliver a final Deliverable while any amount under the Offer is overdue. Buyer may not set off or withhold any amount due.

8.3 Expenses. Travel and other out-of-pocket expenses are billed at cost, and only where Buyer has approved them in writing in advance.

8.4 Cancellation Before Kickoff; Refunds. Buyer may cancel an Order by written notice to Licensor (support@cmdash.com) at any time before Kickoff begins, and Licensor will then refund in full the Fees paid for that Order. Kickoff is the start of work: once it has begun, the Fees are not refundable except as stated in Section 2.3, Section 9.3 and Section 12.4. For a recurring Order there is no refund or credit for a billing period that has started. Licensor may decline or cancel an Order before Kickoff for any reason, including capacity, by refunding in full the Fees paid for it. A refund is made through AWS Marketplace and is subject to its refund process.

8.5 No-Charge Offers. Where the Offer has no Fee, every provision of this Amendment still applies to it, including Section 4, Section 5, Section 9 and Section 10.

8.6 Credit Toward a Platform Plan. The credit toward a Platform plan that the Schedules describe is not earned by, and is not applied to, a purchase through AWS Marketplace.

9. WARRANTY AND REMEDY

9.1 Sections Replaced. Sections 5.1 through 5.4 of the Standard Contract do not apply to the Professional Services, and Section 9.2 and Section 9.3 take their place. Sections 5.5 and 5.6 of the Standard Contract continue to apply.

9.2 Services Warranty. Licensor warrants that it will perform the Services in a professional and workmanlike manner, with reasonable skill and care, consistent with generally accepted industry standards for services of the same kind. To claim under this warranty, Buyer must give Licensor written notice describing the deficiency within thirty (30) days after the Delivery Date or, for a recurring Order, within thirty (30) days after the deficient Services were performed.

9.3 Exclusive Remedy. Licensor's entire liability, and Buyer's sole and exclusive remedy, for breach of the warranty in Section 9.2 is for Licensor to re-perform the deficient Services or, if Licensor does not correct the deficiency within thirty (30) days after the notice (or a longer period the Parties agree), to refund the Fees paid for the deficient Services.

9.4 Section 5.7 Applies. Section 5.7 of the Standard Contract, which disclaims implied warranties, applies in full to the Professional Services and the Deliverables, and is supplemented by Section 9.5.

9.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 9.2, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS,” AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL IDENTIFY EVERY VULNERABILITY, GAP OR NON-CONFORMITY, OR THAT ACTING ON A DELIVERABLE WILL PREVENT A SECURITY INCIDENT OR ACHIEVE COMPLIANCE. SERVICES PROVIDED AT NO CHARGE ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY.

10. LIMITATION OF LIABILITY

10.1 Excluded Damages. Section 8.1(a) of the Standard Contract applies in full. In addition, to the fullest extent permitted by law, NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, REGULATORY FINES OR PENALTIES, LOSS OF A CONTRACT, CERTIFICATION OR ELIGIBILITY, OR COST OF SUBSTITUTE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

10.2 Sections Replaced. For the Offer, Section 10.3, Section 10.4 and Section 10.5 take the place of Sections 8.1(b), 8.2 and 8.3 of the Standard Contract. Section 8.4 of the Standard Contract (Special Cap for Security Breach) applies only

to SaaS Service Subscriptions and does not apply to the Professional Services; liability relating to data or to a Security Incident in connection with the Professional Services is subject to Section 10.3 and Section 10.4.

10.3 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY BUYER TO LICENSOR UNDER THAT ORDER OR, FOR A RECURRING ORDER, THE FEES PAID AND PAYABLE UNDER IT FOR THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY. FOR AN ORDER WITH NO FEE, THE CAP IS ONE HUNDRED UNITED STATES DOLLARS (US $100). This is a per-Order cap: liability under one Order does not aggregate with liability under another, and more than one claim does not enlarge it.

10.4 Enhanced Cap. For a Party's indemnification obligations under Section 11 and for a Party's breach of Section 6 or Section 7, the amount in Section 10.3 is replaced by two (2) times that amount. The enhanced cap applies in place of, and not in addition to, the cap in Section 10.3. An Order may state a higher amount for the enhanced cap only if it is signed by an officer of Licensor, and no higher amount is effective to the extent it exceeds the insurance actually available to Licensor for that claim. No higher amount is available for a type of claim that Licensor's insurance does not cover.

10.5 Exceptions. Section 10.1, Section 10.3 and Section 10.4 do not limit (a) Buyer's obligation to pay the Fees; (b) Buyer's liability for infringing or misappropriating Provider IP or for using it outside the license granted; (c) Buyer's liability for a breach of Section 7.4; or (d) liability that cannot be limited by law, such as liability for fraud or willful misconduct.

10.6 No Personal Liability. Buyer will bring any claim arising out of or relating to the Agreement or the Services only against Licensor, and not against any individual among Licensor's Personnel or any officer, director, shareholder, employee or agent of Licensor. To the fullest extent permitted by law, those individuals have no personal liability to Buyer, and the exclusions and limits in this Section protect them as well as Licensor. They are intended third-party beneficiaries of this Section.

10.7 Allocation of Risk. The Fees reflect this allocation of risk. The limits in this Section are a material inducement to Licensor to enter into the Agreement, apply even if a limited remedy fails of its essential purpose, and are not enlarged by any insurance either Party holds. Liability under the Platform Terms is governed by the Platform Terms, and is neither added to nor measured by the limits in this Section.

11. INDEMNIFICATION

11.1 Sections Replaced. For the Offer, Section 11.2 takes the place of Sections 9.1, 9.4, 9.5 and 9.6.1 of the Standard Contract. Sections 9.2, 9.3, 9.6.2, 9.6.3 and 9.7 of the Standard Contract continue to apply, and Section 9.2 is supplemented by Section 11.3.

11.2 By Licensor. Licensor will defend Buyer against any third-party claim alleging that a Deliverable, as delivered by Licensor and used as the Agreement permits, infringes that third party's United States copyright or trademark or misappropriates its trade secret, and will pay the damages and costs finally awarded against Buyer or agreed in a settlement that Licensor approves. Licensor has no obligation for a claim to the extent it arises from the Buyer Materials; Buyer's specifications or instructions; modification of a Deliverable by anyone other than Licensor; combination of a Deliverable with anything Licensor did not supply; third-party or open-source tools, or the published text of any third-party standard or framework; Services provided at no charge; or use of a Deliverable in breach of the Agreement or after Licensor has told Buyer to stop. If a claim is made or appears likely, Licensor may modify or replace the Deliverable so that it no longer infringes, or refund the Fees paid for it. THIS SECTION STATES LICENSOR'S ENTIRE LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

11.3 Additional Buyer Indemnity. In addition to its obligations under Section 9.2 of the Standard Contract, Buyer will defend Licensor and Licensor's Personnel against any third-party claim, including a claim or investigation by a government body, arising from (a) the Buyer Materials, or Licensor's access to or use of them as the Agreement permits, including a claim that the access was not authorized; (b) Buyer's use of a Deliverable other than as the Agreement permits; (c) the disclosure of a Deliverable to, or reliance on it by, any third party; (d) any affirmation, attestation, certification, score, filing or representation that Buyer or its personnel make or submit to any government

body, regulator, certifying authority, customer or counterparty; or (e) Buyer's breach of Section 7.4; and will pay the damages, penalties and costs finally awarded against them or agreed in a settlement that Buyer approves. Section 9.3 of the Standard Contract governs the procedure.

12. TERM AND TERMINATION

12.1 Term. Sections 10.1 and 10.2 of the Standard Contract continue to apply. The Order continues until the Professional Services under it are complete or it is cancelled or terminated.

12.2 Cancellation and Termination for Convenience. (a) Buyer may cancel an Order before Kickoff under Section 8.4. (b) Buyer may cancel a recurring Order by written notice, or through the billing controls Licensor provides, given before the next renewal date; the cancellation takes effect at the end of the billing period then paid for, subject to any minimum term stated in the Order or the Schedule. (c) Unless the Schedule states a different cancellation rule, Licensor may terminate a recurring Order for convenience on thirty (30) days' written notice, and will refund any prepaid Fees for the period after the termination date. (d) After Kickoff, Buyer may end a fixed-fee Order early by written notice, but the Fees remain payable and are not refundable.

12.3 Additional Termination Rights. In addition to Section 10.2 of the Standard Contract, Licensor may terminate the Order on ten (10) days' written notice if an amount due under the Offer remains unpaid, and immediately on written notice if Buyer breaches Section 5 or Section 7.4.

12.4 Effect of Termination. When an Order ends, Buyer will pay the Fees for the Services performed and the approved expenses incurred up to the effective date, and Licensor will deliver the Deliverables completed and paid for. If Buyer terminates an Order for Licensor's uncured material breach, Licensor will refund the prepaid Fees for the Services not yet performed. Except as stated in this Section, Section 8.4, Section 2.3 and Section 9.3, Fees are not refundable. The licenses granted to Buyer in Deliverables it has paid for continue.

12.5 Survival. In addition to the provisions listed in Section 10.3.3 of the Standard Contract, Section 1, Section 2.6, Section 3.3, Section 3.4, Section 4, Section 5, Section 6, Section 7, Section 9.5, Section 10, Section 11, Section 12.4 and Section 13 survive the end of the Agreement.

13. GENERAL

13.1 Governing Law and Venue. In place of Section 12.1 of the Standard Contract: The Agreement, and any claim arising out of or relating to it or to the Services, is governed by the laws of the State of Florida, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The state courts located in Broward County, Florida and the United States District Court for the Southern District of Florida have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue in those courts. Either Party may nevertheless seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

13.2 Informal Resolution. Before filing a claim, other than a claim for injunctive relief or for unpaid Fees, a Party will give the other written notice of the dispute, and senior representatives of the Parties will try in good faith to resolve it for thirty (30) days.

13.3 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES.

13.4 Insurance. Section 11 of the Standard Contract does not apply to the Professional Services, and this Section takes its place. Licensor maintains the insurance coverages listed in its certificate of insurance, and will give Buyer a copy of the certificate on request. On the version date of this Amendment those coverages are: (a) commercial general liability, with Property and Casualty Insurance Company of Hartford, policy no. [on binding]: $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate; (b) umbrella liability over the general liability policy, with Property and Casualty Insurance Company of Hartford, policy no. [on binding]: $3,000,000 each occurrence and $3,000,000 aggregate; (c) technology errors and omissions (professional liability) and cyber liability, on one policy with Hartford Fire Insurance Company, policy no. [on binding]: $2,000,000 each claim and $2,000,000 annual aggregate for both together, with claims expenses inside the limit; (d) computer crime, with [carrier, on binding], policy no. [on binding]: $1,000,000; and (e) employee theft, including client coverage, with [carrier, on binding], policy no. [on binding]: $500,000. Licensor will keep insurance of those

kinds in force during each Order. An additional insurance requirement applies only if the Order states it. This Section does not change Section 10.

13.5 Non-Solicitation. During an Order and for twelve (12) months after it ends, neither Party will, directly or through others, knowingly solicit for employment or engagement any employee or individual contractor of the other Party who took part in the Services and with whom it had material contact through them. For the same period Buyer will not engage a subcontractor that Licensor introduced to perform services of the kind covered by the Order other than through Licensor. This Section does not restrict general advertising or recruiting that is not targeted at those individuals, or the hiring of a person who responds to it.

13.6 Export Control. In addition to Section 12.4 of the Standard Contract, Buyer will not give Licensor access to items or technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations unless the Order expressly provides for it. If the Order requires that the Professional Services be performed only by United States persons, the Order will say so.

13.7 Force Majeure and Subcontracting. Section 12.5 of the Standard Contract applies, except that Section 2.3 governs the unavailability of the Principal Consultant. Section 12.14 of the Standard Contract (Subcontracting) applies together with Section 2.2.

13.8 Entire Agreement. This Amendment, the Order Form and the Schedule are part of the entire agreement described in Section 12.3 of the Standard Contract. Buyer has not relied on any statement about the Professional Services that is not in the Agreement.

13.9 Third-Party Beneficiaries. Section 12.8 of the Standard Contract applies, except that the individuals described in Section 10.6 and Section 11.3 may rely on those Sections.

13.10 No Other Changes. Except as this Amendment changes it, the Standard Contract remains in full force and effect for the Offer. This Amendment applies only to the Offer and to the Professional Services, and does not change the terms of any other product or subscription that Buyer obtains from Licensor.

AGREED. Where Buyer accepts the Offer through AWS Marketplace, that acceptance takes the place of the signature blocks below, as Section 1.1 provides.

GEN ETH, INC. d/b/a CMDash (LICENSOR)

By: _____ Date: _____

Name: _____

Title: _____

BUYER

Legal name: _____

By: _____ Date: _____

Name: _____

Title: _____

AWS Marketplace private offer ID: _____