Amorphic Technical Services Addendum

The following amorphic technical services addendum will be legally binding on the customer upon execution of an applicable sow. customer should carefully read the following technical services addendum before executing the applicable sow.

If the hyperlink location of this Technical Services Addendum (the "TSA") is referenced in a Statement of Work ("SOW") signed by both an authorized representative of the procuring party (the "Customer") and Cloudwick Technologies Ind. ("Cloudwick" or "Amorphic") or is referenced in the description for an item on a Amorphic Order Form signed by Cloudwick and Customer, then the Technical Services procured by Customer shall be subject to the terms and conditions of this TSA.

For clarity, if Cloudwick is providing access to its Software-as-a-Service application (the "Service") to Customer, such access shall not be governed by this TSA, but by (in order of precedence, as applicable): (i) the fully executed Master SaaS Agreement or similar agreement entered by and between the parties governing the Service; (ii) the then-current version of the Amorphic Terms of Service.

1. Scope of Services. Subject to the terms and conditions of this TSA, Amorphic will provide Customer with Technical Services as set forth in applicable statements of work and/or Amorphic Order Forms for Technical Services referencing this TSA and executed by both parties (each, a "Statement of Work" or "SOW"). As used in this TSA, "Technical Services" means technical assistance related to the Service provided by Amorphic to Customer, as set forth in a Statement of Work. Each Statement of Work will include: (i) the scope and description of the Technical Services to be performed by Amorphic; (ii) any dependencies or assumptions pertaining to such Technical Services; and (iii) the applicable rates, fees and payment terms for such Technical Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this TSA.

2. Deliverables (if any). Amorphic will retain all right, title and interest in and to any work product, code and deliverables and any derivative, enhancement or modification thereof created by or on behalf of Amorphic ("Deliverables"), and related intellectual property rights. Subject to the terms and conditions of this TSA, and during the subscription term for the Service, Amorphic

hereby provides Customer with a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely in support of Customer's authorized use of the Service.

3. Payment Provisions. Fees and expenses for each applicable project shall be set forth in the applicable SOW. Customer shall pay Cloudwick at the rates set forth in the SOW (or if not specified in the SOW and not specified elsewhere, then at Amorphic's then-standard rates for Technical Services). Customer will assume obligation for or reimburse Amorphic for actual reasonable travel and lodging expenses approved in advance by Customer. Amorphic Technical Services fees do not include any Taxes. Customer is responsible for paying all Taxes applicable to any Technical Services provided.

4. Term and Termination. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW. This TSA will terminate automatically when Customer's subscription to the Service terminates or expires. Either party may terminate this TSA for convenience upon written notice in the event there are no active SOWs hereunder. Upon termination or expiration of this TSA, Customer shall have no rights to continue use of any Deliverables.

5. General Provisions. Except as set forth in this TSA as applicable to Technical Services, this TSA shall otherwise be subject to the Main Terms. Capitalized terms used herein, but not defined, shall have the meanings ascribed to such terms in the Main Terms. In the event of a conflict between the TSA and the Main Terms, this TSA shall supersede and control solely in connection with the Technical Services to be provided. This TSA, together with the fully executed SOWs, and the Main Terms constitute the entire understanding between Customer and Amorphic and is intended as the final expression of the parties' agreement regarding the Technical Services to be provided by Amorphic. This TSA, together with the executed SOWs, expressly revoke and supersede any and all such prior agreements, statements, understandings and verbal and/or written communications related to the technical services to be provided by Amorphic.

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