

## AMENDMENT TO AGREEMENT

This Amendment is made effective as of the date of last signature hereunder ("**Effective Date**") and is subject to the Standard Contract ("**Agreement**") between you ("you" or "Customer") and the publisher ("Publisher") from which you are procuring Offerings, which is located at <https://learn.microsoft.com/en-us/legal/marketplace/standard-contract>.

The Customer and the Publisher agree that the Agreement shall be amended as set forth below, leaving any term or obligation which is not specifically amended the same:

1. Section 2.3.b.v. (Processing Details) is deleted in its entirety and replaced by the following new section 2.3.b.v.:

v. the categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Publisher by Customer with the exclusion of Special Data.

2. The following sentence is added to section 2.4 (Security) of the Agreement:

Customer and any third party of Customer will not intentionally: (i) breach or attempt to breach the security of the services or any network, servers, data, computers or other hardware relating to or used in connection with the Offering, or any third party that is hosting or interfacing with any part of the Offering, including any penetration tests or vulnerability scans not authorized in advance by Publisher; or (ii) use or distribute through the Offering any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Offering or the operations or assets of any other customer of Publisher or any third party.

3. Section 2.5 (Support Data) is deleted in its entirety and replaced by a new section 2.5 (Special Data) added as follows:

**2.5 Special Data.** In no event will Customer provide to Publisher any Special Data unless first anonymized, encrypted, or masked such that no specific individual can be identified. Customer is solely responsible for any cost or expense associated with removal of Special Data from the services or with any security incident involving any Special Data. Notwithstanding anything to the contrary, Publisher will have no liability to subscriber or any other third party for any cost, loss, liability, damage or expense caused by, arising from, or relating to Customer's failure to comply with this section 2.5.

4. Section 5 (Verifying Compliance) is deleted in its entirety and replaced by the following new section 5:

Customer must keep records relating to Offerings it and its Affiliates use or distribution. Publisher may verify Customer's and its Affiliates' compliance with this Agreement and request any information necessary in accordance with the audit rights under Exhibit C (Security Addendum).

5. Section 7.2 (By Publisher) of the Agreement is deleted in its entirety and replaced by the following new section 7.2 (By Publisher):

**7.2 By Publisher.** Publisher will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands arising out of or resulting from: (i) the use of the Offering as permitted under the Contract infringes or misappropriates a United States of America, United Kingdom, Switzerland, Australia, Canada, European Economic Area country or European Union member state patent, a copyright in a country that is a signatory to the Berne Convention, or a trademark, or misappropriates a trade secret and (ii) the gross negligence or willful misconduct of Publisher (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement Publisher approve of in connection with a Claim Against Customer; provided, however, that the Publisher has no liability if a Claim Against Customer arises from: (1) Customer Data or non-Publisher products, including third-party software; and (2) any modification, combination or development of the Offering that is not performed or authorized in writing by Publisher, including in the use of any application programming interface (API). Customer must provide Publisher with prompt written notice of any Claim Against Customer and allow Publisher the right to assume the exclusive defense and control and cooperate with any reasonable requests assisting Publisher's defense and settlement of such matter. This section states Publisher sole liability with respect to, and Customer's exclusive remedy against Publisher for, any Claim Against Customer.

6. Section 10.2 (Termination without cause) of the Agreement is deleted in its entirety;

7. Section 11.10.b (Outside the United States and Canada) is deleted in its entirety and replaced by the following new section 11.10.b (EEA member states):

**b. EEA member states.** If you acquired the Offering in any EEA member states, the laws of such EEA member state will apply.

8. Three new sections 11.10.c. (The United Kingdom), 11.10.d. (Australia and New Zealand) and 11.10.e. (Any other country) is added as follows:

**c. The United Kingdom.** If you acquired the Offering in the United Kingdom of Great Britain and Northern Ireland, the law of England and Wales will apply.

**d. Australia and New Zealand.** If you acquired the Offering in Australia or New Zealand, the law of Australia will apply.

**e. Any other country.** If you acquired the Offering in any other country, the laws of the state of Texas will apply.

9. The following definition is added to section 12 (Definitions):

“Special Data” means a subset of Personal Data that can immediately or in combination with co-located identification data be used to:

(i) commit identification theft or fraud or

(ii) expose patient conditions or diagnoses,

including but not limited to government identification number, biometric data, genetic data, diagnoses, and medical conditions or treatment, social security numbers, drivers’ license numbers, passport numbers, taxpayer IDs, financial

**EXHIBIT A**  
**ACCEPTABLE USE POLICY**

The Acceptable Use Policy Addendum (“AUP Addendum”) located at <https://www.trintech.com/terms-and-conditions/adra/> forms part of the Agreement and applies to Customer’s use of the Offering. Refer to the Agreement for any terms capitalized but not defined in this AUP Addendum. This AUP Addendum governs the Customer Data, and Customer’s responsibilities for the Offering. Please read this document carefully prior to use or download of any Adra services.

**EXHIBIT B  
SERVICE LEVEL ADDENDUM**

The Service Level Addendum located at <https://www.trintech.com/terms-and-conditions/adra/> forms part of the Agreement and applies to the Offering (the “**Service**”). The requirements contained within this Service Level Addendum are applicable to the Customer production environments only, and not applicable to Customer’s test environment unless otherwise described in the applicable Offering. Any capitalized terms not defined in this Service Level Addendum will have the meanings ascribed to them in the Agreement. Each party hereunder may be referred to as a “Party” or jointly the “Parties”.

## EXHIBIT C SECURITY ADDENDUM

The Security Addendum located at <https://www.trintech.com/terms-and-conditions/adra/> contains the information security, and third-party audited controls that apply to the Offering and forms part of the Agreement. Any capitalized terms not defined in this Security Addendum are found in the Agreement. If an industry-standard term is used in this Security Addendum, but not defined here or in the Agreement, it will default to those definitions in the National Institute of Standards and Technology (“NIST”) glossary of standard information security terms, available at <https://csrc.nist.gov/glossary>.

**EXHIBIT D  
DATA PROTECTION ADDENDUM**

The Data Protection Addendum located at <https://www.trintech.com/terms-and-conditions/adra/> contains the privacy terms that apply to the Offering and forms part of the Agreement.

**END OF DOCUMENT**