

## EBA FINANCIAL SERVICES ADDENDUM

This Addendum ("**Addendum**") is effective as of the date the last party signs this Addendum (the "**Addendum Effective Date**") and is entered into by and among Coralogix Ltd ("**Customer**"), Amazon Web Services, Inc., ("**AWS, Inc.**") and any affiliate of AWS, Inc. on the signature page below (together with AWS, Inc., "**AWS**"). This Addendum supplements the AWS Customer Agreement available at <http://aws.amazon.com/agreement> (as updated from time to time) between Customer and AWS, or other agreement between Customer and AWS governing Customer's use of the Service Offerings (the "**Agreement**"). The parties agree as follows.

1. **Application of this Addendum.** This Addendum applies where Customer uses AWS Services to perform outsourcing that is subject to the regulatory oversight of the Regulator under Applicable Law as long as the Customer or the Customer's End User is a Regulated Entity and is subject to oversight by the Regulator in relation to any AWS Services being consumed under the Agreement.
  
2. **Information Security Program.** AWS will implement and maintain an information and security program which is designed to provide at least the same level of protection as evidenced by:
  - the AWS security controls verified by AWS' appropriately skilled and knowledgeable external auditors in its then current System Organization Controls 1, Type 2 report ("**SOC 1 Report**") and its then current System Organization Controls 2, Type 2 report (for availability/security and confidentiality) ("**SOC 2 Report**", together with the SOC 1 Report, the "**Reports**"). The SOC 2 Report includes confirmation that AWS maintains a business continuity system plan, together with a description of the controls AWS operates for its business continuity system plan;
  - its then current certification under ISO 27001; and
  - its then current status as a Level 1 service provider under PCI DSS (together with the ISO 27001, the "**Certifications**")

or, in each case, such alternative industry standard reports or certifications that are its successor or reasonable alternative (provided that they are at least as protective as the standards set out above) as determined by AWS (together, the "**AWS Information Security Program**").

Customer may, at no additional charge, directly access and download copies of AWS' SOC 1 Report, SOC 2 Report, ISO 27001 and PCI DSS certifications through the AWS website (as at the Effective Date, located at <https://aws.amazon.com/artifact/>) ("**AWS Artifact**"). In the event that AWS no longer maintains such website, provided that Customer and AWS have a valid and applicable NDA in place, Customer may request copies of AWS' security and compliance reports directly from AWS.

For the avoidance of doubt, it will not constitute a breach of AWS's obligations pursuant to this Section if exceptions are identified in any SOC 1 Report or SOC 2 Report (or their successor or alternatives), provided that AWS has taken appropriate steps, in its sole discretion, to remediate those exceptions.

3. **Submission of requests for expansion of scope of the Certifications or Reports.** Customer may by Notice submit requests for the expansion of scope of Certifications and Reports. The number



and frequency of such requests should be reasonable and legitimate from a risk management perspective. AWS will maintain an internal process aimed at enabling AWS to aggregate, review and consider such Notices from all customers.

#### 4. **Right of Access and Audit.**

4.1 AWS agrees to provide the Regulator, the Regulated Entity (which, as defined below, could be either Customer or the Customer's End User) and the Regulated Entity's statutory auditor (each a "**Requester**") with:

- a. full access to its business premises (head offices and operations centres), including the full range of devices, systems, networks and data used for providing the services outsourced; and
- b. unrestricted rights of inspection and auditing related to the outsourced services

(a and b being collectively referred to as "**Right of Access and Audit**").

4.2 The Requester will exercise the Right of Access and Audit and AWS will co-operate with the Requester in accordance with the following stipulations in the EBA Recommendations:

- a. The Requester will exercise the Right of Access and Audit in a risk-based and proportional manner, taking into account the legal requirements, the context and the nature of the Services.
- b. The Requester can appoint a third party to exercise the Right of Access and Audit. Requester must verify that its and any third party's personnel performing the audit have acquired the right skills and knowledge to perform effective and relevant audits and assessments of AWS Services.
- c. The Requester must, before a planned onsite visit, provide Notice in a reasonable (in light of the nature and scope of the requested audit) time period of the onsite visit to a relevant business premise, unless an early prior notification has not been possible due to an emergency or crisis situation.
- d. If the Requester's exercise of the Right of Access and Audit could, in AWS's reasonable opinion, create a risk for another AWS customer's environment, AWS and the Requester will agree on an alternative way address the request to provide Requester a similar level of assurance.
- e. Where sufficient for the Requester for its risk-based and proportional exercise of the Right of Access and Audit, the Requester should exercise the Right of Access and Audit by requesting AWS to provide it with confidential copies of Certifications and Reports, or, if AWS has implemented a process for pooled audits, through a pooled audit conducted in co-operation with other AWS customers and AWS in accordance with such process.

5. **Notice.** Notices under Sections 3, 4 and 9(b) of this Addendum will be provided to AWS via the AWS webpage located at <https://pages.awscloud.com/AuditRequest.html> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time. Notices under any other applicable Section of this Addendum will be provided in accordance with the Agreement.



6. **Performance Monitoring and Information.** Customer may monitor performance information regarding service availability through the Service Health Dashboard, located at <http://status.aws.amazon.com>, or any successor or related locations designated by AWS. In addition, Customer may use Amazon CloudWatch (or any successor Service) to monitor and gather information on their AWS cloud resources and the applications they run on AWS.
7. **Chain Outsourcing.** At least 180 days prior to authorizing a Chain Subcontractor (as defined below), AWS will add that Chain Subcontractor to the list of Chain Subcontractors on AWS' website including the name of the Chain Subcontractor and a description of the services provided (the "**Chain Subcontractor List**"). Notwithstanding the foregoing, with respect to any Chain Subcontractor which provides a portion of the AWS Services that is not generally available as of the Addendum Effective Date, AWS will not be required to update the Chain Subcontractor List until the date such portion of the AWS Services is made generally available. A "**Chain Subcontractor**" is a subcontractor to whom AWS has subcontracted a portion of the AWS Services, where the subcontractor's role is such that its failure to perform would have a significant effect on AWS' ability to provide the AWS Services in accordance with AWS' obligations under the Agreement.

AWS will (a) enter into a written agreement with the Chain Subcontractor and will impose obligations, as appropriate in light of the Chain Subcontractor's role and duties, such as confidentiality, data protection, data security, business continuity and audit (b) remain fully responsible under the Agreement for the provision of the portion of AWS Services performed by the Chain Subcontractor and (c) perform due diligence on the Chain Subcontractor.

8. **Post-Termination Support and Retrieval of Customer Content.** AWS will comply with the obligations set out in this Section 8 in order to support Customer in the orderly transfer of the Customer's activities. AWS will provide Customer with at least two years' Notice before terminating the Agreement for convenience pursuant to Section 7.2(a) (Termination for Convenience) of the Agreement. Following the Termination Date, AWS will provide Customer with at least a 90 day period during which it will not take any action to remove Customer Content pursuant to Section 7.3(b) (Post Termination) of the Agreement.
9. **Confidentiality and Costs.**
  - a. Any information, responses and documentation provided by AWS or by Customer in connection with this Addendum ("**Confidential Compliance Information**") will be treated as confidential information of the party owning it and will be provided to the recipient pursuant to confidentiality obligations reasonably acceptable to the party owning the Confidential Compliance Information (which, in case of the Regulator, means confidentiality obligations set out under applicable law) and will not be disclosed by the recipient, except that Confidential Compliance Information may be disclosed to (a) the Regulator, provided that the Customer obtains confidential treatment or similar protections, and (b) the Customer, provided that all Confidential Compliance Information of AWS will be treated as confidential information of AWS under the Agreement, the NDA (if any) and this Addendum. In addition, (i) End Users which are Regulated Entities may directly access and download Reports and Certifications via AWS Artifact (or an alternative method accessible via the AWS Site), and (ii) other Confidential Compliance Information of AWS (excluding Reports, Certifications and any other information from, referring to or otherwise included in the AWS Information Security Program) may be disclosed by Customer to End Users which are Regulated



Entities provided that such End User has agreed to hold such information in confidence pursuant to a binding non-disclosure agreement with AWS. Notwithstanding the foregoing, audit findings under Section 4 which are made available to AWS under this Addendum may be disclosed by AWS, provided that (A) AWS does not include any reference to the Customer, the Regulator and/or their agents in such disclosure, and (B) such disclosure is not prohibited by Applicable Law. Customer will promptly provide AWS with written Notice of any disclosures made by Customer under this Section 9.

- b. Customer will bear, and indemnify AWS against, all the reasonable fees (including AWS' then-current rate(s) for its personnel), costs and expenses arising from the exercise of the rights described in Section 4 regardless of whether it was exercised by the Customer or another Requester. Customer may request an estimate of the fees, costs and expenses associated with a proposed exercise of the Right of Access and Audit by providing AWS with Notice, including detailed information regarding the proposed scope of the Right of Access and Audit on which the estimate will be based.

## 10. Definitions

**"Applicable Law"** means the applicable laws and regulations administered by the Regulator in connection with Regulated Entity's use of the AWS Services.

**"AWS Services"** means all the generally available services made available by AWS or its Affiliates through the AWS Management Console (or through other means by which AWS makes such services available).

**"EBA Recommendations"** means EBA/REC/2017/03, "Recommendations on Outsourcing to Cloud Service Providers", published by the European Banking Authority on 28 March 2018, or any successor or update thereto (subject to such successor or update being in force).

**"Notice"** means any notice provided in accordance with Section 5.

**"Regulated Entity"** means the Customer or the Customer's End User if and so long as: (i) such entity is regulated by or subject to oversight by the Regulator; and (ii) such entity is either (A) an "institution" as defined in Article 4(1)(3) of Regulation (EU) No 575/2013 or (B) otherwise subject to the EBA Recommendations pursuant to Applicable Law.

**"Regulator"** means a government or regulatory body in the European Economic Area, with binding authority to regulate Regulated Entity's financial services activities.

## 11. Miscellaneous

- a. The parties agree that the existence and terms of this Addendum are not publicly known, will be treated as confidential information and will not be disclosed by either party, except that the existence and terms of this Addendum may be disclosed to (i) the Regulator, provided that the Customer obtains (or ensures that the Customer's End Users that are Regulated Entities obtain) confidential treatment or similar protections and (ii) Customer's End Users that are Regulated Entities, provided that the Customer makes the End User aware of the confidential nature of the Addendum and procures confidentiality protections from the End User that are at least as protective as the obligations of confidentiality that Customer owes to AWS under the Agreement, the NDA (if any) and this Addendum.
- b. Customer's sole and exclusive remedy for any breach by AWS in relation to this Addendum is to terminate this Addendum. For purposes of this Addendum, the rights and obligations of the parties in this Addendum are in addition to, and not in replacement of, the rights and obligations of the parties in the Agreement, except that this Section will prevail over any conflicting term in the Agreement. Except as amended by this Addendum, the Agreement will remain in full force and effect.



- c. This Addendum may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Addendum by facsimile or email transmission.

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**IN WITNESS WHEREOF**, Customer and AWS have executed this Addendum as of the Addendum Effective Date.

**AMAZON WEB SERVICES, INC.**

**AMAZON WEB SERVICES EMEA SARL**

DocuSigned by:  
By: *Allen Brown*  
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DocuSigned by:  
By: *Andreas Chatzakis*  
5BB7B4FEC74A4C8...

Name: Allen Brown

Name: Andreas Chatzakis

Title: Authorized Representative

Title: Authorized Signatory

Date: June 4, 2019

Date: June 6, 2019

**CORALOGIX LTD**

DocuSigned by:  
By: *Ariel Assaraf*  
201B046653AD4C6...

Name: Ariel Assaraf

Title: CPO

Date: June 3, 2019



## Certificate Of Completion

Envelope Id: DB2FD4BE7EB74F53A46C5C0B83898656	Status: Completed
Subject: Please DocuSign: Coralogix Ltd. - EBA Financial Services Addendum	
Document Type:	
Legal VP:	
Bulk Send:	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dominika Mislovicova
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	mislod@amazon.co.uk
	IP Address: 205.251.233.178

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Status: Original	Holder: Dominika Mislovicova	Location: DocuSign
6/3/2019 4:28:27 AM	mislod@amazon.co.uk	

## Signer Events

Ariel Assaraf  
ariel@coralogix.com  
CPO  
Coralogix

Security Level: Email, Account Authentication (None)

## Signature

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Signature Adoption: Pre-selected Style  
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Viewed: 6/3/2019 4:56:48 AM  
Signed: 6/3/2019 4:56:58 AM

**Electronic Record and Signature Disclosure:**  
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Andreas Chatzakis  
andrc@amazon.co.uk  
Authorised Signatory

Security Level: Email, Account Authentication (None)

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Signed: 6/6/2019 1:59:09 AM

**Electronic Record and Signature Disclosure:**  
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Allen Brown  
albrown@amazon.com  
Authorized Representative

Amazon  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Signature Adoption: Drawn on Device  
Using IP Address: 54.240.196.175

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Signed: 6/4/2019 4:00:03 PM

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mor Gringarten morgrin@amazon.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/3/2019 4:29:47 AM Viewed: 6/3/2019 4:39:03 AM
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AWS SHERPA Library aws-sherpa-library@amazon.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/6/2019 1:59:11 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/6/2019 1:59:11 AM
Completed	Security Checked	6/6/2019 1:59:11 AM

Payment Events	Status	Timestamps
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