

Annexure F

PICO Marketplace Terms

This Annexure F, the "PICO Marketplace Terms" (these "Marketplace Terms"), governs the offering, procurement, and use of Marketplace Offerings through the PICO Marketplace (the "Marketplace"). These Marketplace Terms are incorporated by reference into the Master Services Agreement between PICO (the "PROVIDER") and YOU (the "CLIENT") or, where applicable, the "Third Party Offering Provider" or "Marketplace Customer". All activities on the Marketplace are subject to this Annexure F, the Master Services Agreement, and all other applicable Annexures (including, but not limited to, Annexure A (Definitions), Annexure C (SLA), and Annexure E (AUP)).

1. DEFINITIONS (MARKETPLACE SPECIFIC)

In addition to the definitions in Annexure A of the Master Services Agreement, the following terms shall have the meanings set forth below for the purposes of these Marketplace Terms:

- 1.1. Marketplace: The online digital platform operated by PICO where PICO Services and Third-Party Offerings are listed, discovered, and procured.
- 1.2. Marketplace Offering / Listing: Any software, service, data product, or solution made available for purchase, subscription, or use through the Marketplace.
- 1.3. Marketplace Offering Agreement: The Agreement to be signed between PICO and Third-Party Offering Provider outlining the specific terms of the business.
- 1.4. Marketplace Customer: A CLIENT who procures a Marketplace Offering through the Marketplace.
- 1.5. Marketplace Provider: PICO that offers Cloud Services or any other Third-Party offering through the Marketplace.
- 1.6. Third-Party Offering: A Marketplace Offering provided by a Third-Party Offering Provider other than PICO.
- 1.7. Third-Party Offering Provider: A Third Party that offers Marketplace offering.
- 1.8. PICO Offering: A Marketplace Offering provided directly by PICO.
- 1.9. Third Party Offering Provider Terms: The specific end-user license agreement, terms of service, privacy policy, or other contractual terms and conditions provided by a Third-Party Offering Provider that govern a Marketplace Customer's use of a Third-Party Offering.
- 1.10. Marketplace Revenue: The total gross revenue generated from the sale or subscription of a Marketplace Offering through the Marketplace.
- 1.11. Payout: The portion of the Marketplace Revenue paid by PICO to a Third-Party Offering Provider for their Third-Party Offerings sold through the Marketplace, after deduction of applicable fees, commissions, and taxes.

2. SCOPE OF THE MARKETPLACE

2.1. Platform for Offerings

The Marketplace serves as an online platform for PICO to (a) offer its own Public Cloud Services and solutions (Pico Offerings) and (b) enable approved Third-Party Offering Provider to list, market, and sell their software, services, and data products (Third-Party Offerings) directly to Marketplace Customers/CLIENT.

2.2. Roles

- 2.2.1. PICO (Platform Operator): Operates and maintains the Marketplace platform, facilitates transactions, provides billing integration, and offers support for the Marketplace platform itself.
- 2.2.2. Third-Party Offering Provider: Is responsible for the functionality, performance, security, support, and compliance of its respective Marketplace Offerings.
- 2.2.3. Marketplace Customer: Procures Marketplace Offerings and is responsible for complying with the applicable terms of use, including these Marketplace Terms and any Third-Party Offering Provider Terms.

2.3. No Endorsement

The inclusion of a Marketplace Offering on the Marketplace does not constitute an endorsement, guarantee, or warranty by PICO of such Marketplace Offering, its quality, functionality, security, or compliance, unless such Marketplace Offering is a PICO Offering.

3. THIRD-PARTY OFFERING PROVIDER'S OBLIGATIONS (FOR ENTITIES LISTING ON PICO MARKETPLACE)

If YOU are a Third-Party Offering Provider listing Third-Party Offerings on the Marketplace, YOU agree to the following obligations:

3.1. Eligibility and Application

- 3.1.1. Application Process: YOU must submit a complete application to become an approved Third-Party Offering Provider, providing all requested information (e.g., company details, solution overview, technical specifications, security documentation, support plans).
- 3.1.2. Approval Criteria: PICO reserves the right, in its sole discretion, to approve or reject any application based on technical compatibility, security review, business relevance, market demand, and compliance with PICO's policies and standards.
- 3.1.3. Ongoing Compliance: YOU must continuously meet PICO's eligibility criteria and provide updated information as requested.

3.2. Listing Content and Offerings

- 3.2.1. Accuracy: YOU are solely responsible for the accuracy, completeness, and legality of all information, content, and data provided for YOUR Marketplace Offerings/Listings, including product descriptions, pricing, documentation, images, videos, and demos.
- 3.2.2. Functionality: YOUR Marketplace Offerings must function as described in their respective listings and documentation.
- 3.2.3. Updates: YOU are responsible for promptly updating YOUR Marketplace Offerings and their associated documentation, including security patches and new versions, to ensure compatibility, security, and optimal performance on PICO's infrastructure.
- 3.2.4. Security Integration: YOUR Marketplace Offerings must comply with PICO's security guidelines and best practices, and integrate seamlessly with PICO's security controls (e.g., IAM, network security) as technically feasible and required.

3.3. Pricing and Billing

- 3.3.1. Pricing Control: YOU set the pricing for YOUR Third-Party Offerings.
- 3.3.2. Billing Facilitation: PICO will facilitate billing and collection from Marketplace Customers for YOUR Third-Party Offerings. YOU grant PICO the authority to act on YOUR behalf for billing and collection purposes for such transactions.
- 3.3.3. Fees and Commissions: YOU agree to pay PICO applicable fees and commissions on Marketplace Revenue generated from YOUR Third-Party Offerings, as specified in a separate Agreement (the "Marketplace Offering Agreement") signed between PICO and YOU.
- 3.3.4. Payouts: PICO will disburse payouts to YOU in accordance with the terms of marketplace Offering Agreement, typically on a mutually agreed time interval basis, subject to minimum payout thresholds and any applicable holds for disputes or refunds.

3.4. Support and Service Level Agreements (SLAs)

- 3.4.1. Primary Support Responsibility: YOU are solely responsible for providing all levels of technical support and customer service to Marketplace Customers for YOUR Third-Party Offerings. This includes, but is not limited to, issue diagnosis, troubleshooting, bug fixes, patches, and general inquiries related to YOUR Marketplace Offering's functionality and performance.
- 3.4.2. Support Standards: YOUR support services must meet or exceed industry best practices and any specific requirements outlined in marketplace Offering Agreement and/or Program Guide.
- 3.4.3. SLA for Third-Party Offerings: YOU are responsible for defining and adhering to YOUR own SLAs for YOUR Third-Party Offerings, which must be clearly communicated to Marketplace Customers in YOUR Third-Party Offering Provider Terms.
- 3.4.4. PICO's Role in Support: PICO will provide support for the underlying PICO infrastructure and the Marketplace platform itself, but generally will not provide

direct support for Third-Party Offerings, unless a specific back-to-back support agreement is in place.

3.5. Compliance and Legal

- 3.5.1. Third-Party Offering Provider Terms: YOU must provide YOUR own Third-Party Offering Provider Terms for each Third-Party Offering, which Marketplace Customers must accept prior to purchase or use. YOU are solely responsible for the content and enforceability of these terms.
- 3.5.2. Data Protection and Privacy: YOU are solely responsible for compliance with all applicable Data Protection Laws and privacy regulations regarding the collection, processing, storage, and use of Marketplace Customers' Data or End User data related to YOUR Third-Party Offerings. YOU must have a clear privacy policy for YOUR Third-Party Offerings.
- 3.5.3. Licenses and Rights: YOU represent and warrant that YOU own or have obtained all necessary licenses, rights, and permissions for all Third-Party Offerings and content YOU submit to the Marketplace, and that they do not infringe upon any third-party intellectual property or other rights.
- 3.5.4. Export Control: YOU are responsible for compliance with all applicable export and import control laws and regulations related to YOUR Third-Party Offerings.

3.6. Indemnification

YOU shall indemnify, defend, and hold harmless PICO from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) YOUR Third-Party Offerings, including their functionality, performance, security, or compliance; (b) YOUR breach of these Marketplace Terms or YOUR Third-Party Offering Provider Terms; (c) any infringement or misappropriation of third-party Intellectual Property Rights by YOUR Third-Party Offerings; and (d) any tax obligations associated with YOUR Marketplace Revenue.

4. MARKETPLACE CUSTOMER OBLIGATIONS (FOR ENTITIES PROCURING FROM PICO MARKETPLACE)

If YOU are a Marketplace Customer procuring a Marketplace Offering through the Marketplace, YOU agree to the following obligations:

4.1. Acceptance of Terms

YOU must review and accept the Third-Party Offering Provider Terms for any Third-Party Offering prior to purchase or subscription. YOUR use of a Third-Party Offering is governed by these Third Party Offering Provider Terms in addition to these Marketplace Terms and the Master Services Agreement. In the event of a conflict between the Third-Party Offering Provider Terms and these Marketplace Terms or the Master Services Agreement, the terms of the Master Services Agreement shall prevail regarding PICO's responsibilities, while the Third-Party Offering Provider Terms shall govern the relationship between YOU and the Third-Party Offering Provider.

4.2. Shared Responsibility Model

YOU acknowledge that the Shared Responsibility Model (as detailed in Annexure E - AUP) extends to Marketplace Offerings. For Third-Party Offerings, the Third-Party Offering Provider is responsible for the security and compliance of their specific application/software, while YOU remain responsible for YOUR configurations, data, and access controls on PICO's underlying infrastructure.

4.3. Payment

YOU are responsible for timely payment of all fees and charges for Marketplace Offerings as detailed in YOUR Work Order and Annexure D (Product and Payment Schedule), regardless of whether the Marketplace Offering is a Pico Offering or a Third-Party Offering.

4.4. Support for Third-Party Offerings

For Third-Party Offerings, YOU must primarily seek support directly from the Third-Party Offering Provider as per their published support channels. PICO is not obligated to provide direct support for the functionality of Third-Party Offerings, though we will provide support for the underlying PICO Services on which the Third-Party Offering runs.

5. TRANSACTION AND BILLING FACILITATION

5.1. Billing Authority

PICO processes all transactions for Marketplace Offerings. By purchasing a Marketplace Offering, YOU authorize PICO to charge YOUR designated payment method in accordance with the pricing and terms of the Listing and YOUR Work Order.

5.2. Invoicing

All Marketplace Offerings, whether Pico Offerings or Third-Party Offerings, will typically be consolidated on YOUR PICO invoice, subject to the terms of Annexure F.

5.3. Refunds and Cancellations

Refunds and cancellations for Marketplace Offerings are subject to the policies of the respective Third-Party Offering Provider (for Third-Party Offerings) or PICO (for Pico Offerings), as published in their Listing or applicable Terms. PICO's ability to process refunds for Third-Party Offerings is dependent on receiving the corresponding funds from the Third-Party Offering Provider.

5.4. Disputes

Any disputes regarding the functionality, quality, or support of a Third-Party Offering should first be raised directly with the Third-Party Offering Provider. PICO may, at its discretion, assist in mediating disputes, but is not obligated to resolve them or liable for the actions or inactions of Third-Party Offering Providers.

6. INTELLECTUAL PROPERTY

6.1. Marketplace Offerings

All Intellectual Property Rights in and to Third-Party Offerings shall remain with the respective Third-Party Offering Provider or its licensors. All Intellectual Property Rights in and to Pico Offerings and the Marketplace platform shall remain with PICO or its licensors.

6.2. License to PICO (for Third-Party Offering Providers)

By listing a Third-Party Offering on the Marketplace, YOU grant PICO a non-exclusive, worldwide, royalty-free, transferable license to host, copy, transmit, display, perform, market, distribute, and otherwise use YOUR Marketplace Offerings and associated listing content solely for the purpose of operating and promoting the Marketplace and facilitating transactions.

7. MARKETING AND BRANDING

7.1. PICO Branding

PICO may use its own branding and marketing channels to promote the Marketplace and select Marketplace Offerings.

7.2. Third-Party Offering Provider Branding

Third-Party Offering Providers may use their own branding for their Third-Party Offerings on the Marketplace as permitted by PICO's branding guidelines. Use of PICO's trademarks or logos by Third-Party Offering Providers must be in strict accordance with PICO's Trademark Guidelines and require prior written approval of PICO.

8. SUSPENSION AND REMOVAL OF LISTINGS

8.1. PICO's Right to Suspend/Remove

PICO reserves the right, in its sole discretion, to suspend or remove any Marketplace Offering or Third-Party Offering Provider from the Marketplace immediately and without liability if:

8.1.1. The Marketplace Offering or the Third-Party Offering Provider's conduct violates these Marketplace Terms, the AUP, or any other part of the Master Services Agreement.

8.1.2. The Marketplace Offering is deemed to pose a security risk, contains malware, or is technically incompatible with the PICO platform.

8.1.3. The Third-Party Offering Provider fails to provide adequate support or meet their stated SLAs to the Marketplace Customers.

8.1.4. There are claims of infringement of Intellectual Property Rights or other legal violations against the Third-Party Offering Provider.

- 8.1.5. Required by law, governmental order, or regulatory body.
- 8.1.6. The Marketplace Offering is discontinued by the Third-Party Offering Provider.
- 8.1.7. For any other reason, PICO deems it necessary to protect the integrity of the Marketplace or its CLIENTS.

8.2. Notification

PICO will endeavor to provide reasonable notice where practicable prior to such suspension or removal, but reserves the right to act immediately in critical situations (e.g., security threats, legal mandates).

9. DISCLAIMERS AND LIMITATION OF LIABILITY

9.1. Marketplace Platform Disclaimer

THE MARKETPLACE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." PICO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY, PERFORMANCE, OR FUNCTIONALITY OF THE MARKETPLACE PLATFORM ITSELF.

9.2. Third-Party Offerings Disclaimer

PICO IS NOT THE PROVIDER OF THIRD-PARTY OFFERINGS. PICO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD-PARTY OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPATIBILITY WITH PICO SERVICES. YOUR USE OF ANY THIRD-PARTY OFFERING IS AT YOUR OWN SOLE RISK. PICO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF YOUR USE OF ANY THIRD-PARTY OFFERING, OR ANY ACT OR OMISSION BY A THIRD-PARTY OFFERING PROVIDER.

9.3. General Limitation

The disclaimers and limitations of liability in the Master Services Agreement shall apply to these Marketplace Terms.

10. GENERAL PROVISIONS

10.1. Integration

These Marketplace Terms are an integral part of the Master Services Agreement. In the event of any conflict or inconsistency between these Marketplace Terms and the Master Services Agreement, the Master Services Agreement shall prevail, unless these Marketplace Terms expressly state otherwise and specifically reference the conflicting provision in the Master Services Agreement.

10.2. Amendments

PICO may modify these Marketplace Terms at any time. Material changes will be communicated with reasonable advance notice and continued use of the Marketplace after such notification constitutes acceptance of the revised terms.