

AMENDMENT NO. 1 TO AWS GDPR DATA PROCESSING ADDENDUM

This Amendment No. 1 (this “**Amendment**”) by and among Amazon Web Services, Inc. (“**AWS, Inc.**”), Amazon Web Services EMEA SARL (“**AWS Europe**” and, together with AWS, Inc., collectively, “**AWS**”) and Dropsan GmbH (“**Customer**”) is an amendment to the AWS GDPR Data Processing Addendum (the “**Addendum**”) dated 25 May 2018 by and between AWS, Inc. and Customer. This Amendment is effective as of the date it is signed by the last party (the “**Amendment Effective Date**”), Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment will have the meanings ascribed to them in the Addendum. The parties agree as follows:

1. **Confidentiality Obligations of AWS Personnel.** Section 4 (“Confidentiality Obligations of AWS Personnel”) of the Addendum is deleted and replaced with the following:

“4. **Confidentiality Obligations of AWS Personnel.** AWS is aware that there are specific rules in Germany that might impose strict confidentiality and secrecy obligations on the Customer that Customer needs to adhere to when using the Services and that may result in criminal sanctions (pursuant to section 203 of the German Criminal Code (StGB)). AWS restricts its personnel from processing Customer Data without authorisation by AWS as described in the AWS Security Standards. AWS imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection, secrecy and data security and trains its personnel accordingly, as evidenced in the Service Organization Controls 2, Type 2 report.”

2. **Nondisclosure.** The following is added at the end of Section 16 (“Nondisclosure”) of the Addendum:

“Customer may disclose the existence and content of this Addendum to Customer’s End Users to the extent this is necessary for verifying their compliance with section 203 of the German Criminal Code (StGB) in connection with the Services used under the Agreement, provided that 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.”

3. **Entire Agreement; Conflict.** Except as amended by this Amendment, the Addendum will remain in full force and effect. This Amendment, together with the Addendum as amended by this Amendment: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. If there is a conflict between the Addendum and this Amendment, the terms of this Amendment will control.

4. **Counterparts and Facsimile Delivery.** This Amendment 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 Amendment by facsimile or email transmission.



IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

AMAZON WEB SERVICES, INC.

DocuSigned by:
By: Scott Rosecrans
Name: Scott Rosecrans
Title: Authorized Signatory
Date signed: June 1, 2021

AMAZON WEB SERVICES EMEA SARL

DocuSigned by:
By: Mark Jones
Name: Mark Jones
Title: Authorized Signatory
Date signed: June 7, 2021

DROPSCAN GMBH

DocuSigned by:
By: Martin Gütler
Name: Martin Gütler
Title: Geschäftsführer
Date signed: Juni 1, 2021

[Signature Page to Amendment No. 1 to AWS GDPR Data Processing Addendum]

