

AWS Customer Access Terms – U.S. Federal Agencies

These AWS Customer Access Terms (the “**Access Terms**”) govern your access to and use of the Services (as defined below) provided to you by your systems integrator, reseller, or services provider (“**Provider**”), and set out the additional rules, conditions and restrictions that apply to the entity you represent (“**you**”) for use of the Services of Amazon Web Services LLC (“**AWS**”) granted to you by Provider. In these Access Terms, “**we**”, “**us**”, or “**our**” means AWS and any of its affiliates. Please see Section 9 for definitions of certain capitalized terms used in these Access Terms.

1. Use of the Services.

1.1 Generally. You are provided access to the Services by your Provider. Your use of and access to the Services is governed by the agreement between you and Provider. These Access Terms supplement the terms of such agreement. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Service Terms, the Acceptable Use Policy and the other Policies as defined in Section 9.

1.2 Account Keys. Provider may provide you with AWS account keys which will allow you to directly access the Services via their account. You are responsible for all activities that occur under these account keys, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors or agents) and we are not responsible for unauthorized access to the account.

1.3 Third Party Materials. Through the use of Provider’s AWS account, you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

2. Your Responsibilities

2.1 Your Materials. You are solely responsible for the development, content, operation, maintenance, and use of Your Materials. For example, you are solely responsible for:

- (a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
- (b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Materials;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person’s rights, including notices pursuant to the Digital Millennium Copyright Act;
- (e) any action that you permit, assist or facilitate any person or entity to take related to these Access Terms, Your Materials or use of the Services; and
- (f) End Users’ use of Your Materials and the Services and ensuring that End Users comply with your obligations under these Access Terms and that the terms of your agreement with each End User are consistent with these Access Terms.

2.2 Other Security and Backup. You or your Provider are solely responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

2.3 End User Violations. If you become aware of any violation of your obligations under these



Access Terms by an End User, you will immediately terminate such End User's access to Your Materials and the Services.

3. Suspension. We may suspend the AWS account through which you access the Services immediately, with written notice to your contracting officer, if we determine:

(a) you are, or any End User is, in breach of the Acceptable Use Policy ("AUP") or Service Terms; or

(b) your or an End User's use of the Services (i) poses a security risk to the Services or any other AWS customer, "(ii) may harm AWS, our systems or the systems or Materials of any other AWS customer; or (iii) may as a result of (i) and/or (ii) subject us to third party liability.

(c) We and Provider will cooperate with your contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate your AWS account and restore your access to the Services from the Provider upon the removal or resolution of such conditions. Nothing in this Section 3 shall operate to limit your rights and remedies otherwise available to you under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate these Access Terms for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-4(d).

4. Proprietary Rights

4.1 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Materials; and (b) none of Your Materials or End Users' use of Your Materials or the Services will violate the Acceptable Use Policy.

4.2 Services. As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a sublicensee of Provider in accordance with the agreement between you and Provider. We have no obligation to provide the Service to you under these Access Terms, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as provided in this Section 4.2, you obtain no rights under these Access Terms from us or our licensors to the Services, including any related intellectual property rights.

As a part of the Services, you may have access to AWS Materials and materials of third parties which may be subject to additional terms and conditions. If you are US Government End User, you are solely responsible for securing any necessary approvals for the download and use of such materials.

4.3 Restrictions. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by these Access Terms and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All licenses granted to you with respect to the Services are conditional on your continued compliance with these Access Terms, and you will immediately discontinue your use of the Services if you cannot comply with any term or condition of these Access Terms.

4.4 Suggestions. If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license



to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination. You will ensure that you have all rights necessary to grant these rights to AWS and its affiliates..

5. Representation and Warranty. You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate these Access Terms; (b) Your Materials (including the use, development, design, production, advertising, or marketing of Your Materials) or the combination of Your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) your use of the Services will not cause harm to any End User.

6. Disclaimers. WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. Limitations of Liability. YOU MUST LOOK SOLELY TO YOUR PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

8. Miscellaneous.

8.1 U.S. Government Rights. In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the FAR and the DFARS.

8.2 Import and Export Compliance. In connection with these Access Terms, you will comply with all applicable import, re-import, export, and re-export control laws and regulations.

8.3 Governing Law; Venue. To the extent not preempted by federal law, the laws of the State of Washington, without reference to conflict of law rules, govern these Access Terms and any dispute of any sort that might arise between you and us related to the Access Terms or the Services. The United Nations Convention for the International Sale of Goods does not apply to these Access Terms.

8.4 Conflicts. These Access Terms supersede all prior or contemporaneous representations,



understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Access Terms. If the terms of these Access Terms are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control as between you and AWS.

8.5 Survival. The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, and 9.

9. Definitions.

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

"API" means an application program interface.

"AWS Materials" means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

"AWS Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

"AWS Site" means <http://aws.amazon.com> and any successor or related site designated by us.

"Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

"Materials" means software (including machine images), data, text, audio, video, images or other content.

"Policies" means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into these Access Terms.

"Service" means each of the web services made available by us, including those web services described in the Service Terms.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services or AWS Materials that you provide to us.

"Terms of Use" means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

"Third Party Materials" means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

"Your Materials" means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.

