The AWS Terms & Conditions

1. Universal Service Terms (Applicable to All Services)

1.1. You may not transfer outside the Services any software (including related documentation) you obtain from us or third party licensors in connection with the Services without specific authorization to do so.

1.2. You must comply with current technical documentation applicable to the Services (including applicable developer guides) posted on the AWS Site.

1.3. You will provide information or other materials related to Your Content (including copies of any client-side applications) as reasonably requested by us to verify your compliance with the Agreement. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any end user materials that you control.

1.4. In connection with your use of the Services, you are responsible for maintaining licenses and adhering to the license terms of any software you run. If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement (including the documentation, the Service Terms, or the Acceptable Use Policy) ("Prohibited Content"), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove or disable access to the Prohibited Content within 2 business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services or in accordance with applicable law or any judicial, regulatory or other governmental order or request. In the event that we remove Your Content without prior notice, we will provide prompt notice to you unless prohibited by law. We terminate the accounts of repeat infringers in appropriate circumstances.

1.5. You will ensure that all information you provide to us via the AWS Site (e.g., information provided in connection with your registration for the Services, requests for increased usage limits) is accurate, complete, and not misleading.

1.6. From time to time, we may apply upgrades, patches, bug fixes, or other maintenance to the Services and AWS Content ("Maintenance"). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance), and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.

1.7. If your Agreement does not include a provision on AWS Confidential Information, and you and AWS do not have an effective non-disclosure agreement in place, then you agree that you will not disclose AWS Confidential Information (as defined in the AWS Customer Agreement), except as required by law.

1.8. You may perform benchmarks or comparative tests or evaluations (each, a "Benchmark") of the Services. If you perform or disclose, or direct or permit any third party to perform or disclose, any Benchmark of any of the Services, you (i) will include in any disclosure, and will disclose to us, all information necessary to replicate such Benchmark, and (ii) agree that we may perform and disclose the results of Benchmarks of your products or services, irrespective of any restrictions on Benchmarks in the terms governing your products or services.

1.9. Only the applicable AWS Contracting Party (as defined in the AWS Customer Agreement) will have obligations with respect to each AWS account, and no other AWS Contracting Party has any obligation with respect to such account. The AWS Contracting Party for an account may change as described in the Agreement. Invoices for each account will reflect the AWS Contracting Party that is responsible for that account during the applicable billing period. If, as of the time of a change of the AWS Contracting Party responsible for your account, you have made an up-front payment for any Services under such account, then the AWS Contracting Party you paid such up-front payment to may remain the AWS Contracting Party for the applicable account only with respect to the Services related to such up-front payment.

1.10. When you use a Service, you may be able to use or be required to use one or more other Services (each, an "Associated Service"), and when you use an Associated Service, you are subject to the terms and fees that apply to that Associated Service.

1.11. If you process the personal data of End Users or other identifiable individuals in your use of a Service, you are responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. You represent to us that you have provided all necessary privacy notices and obtained all necessary consents. You are responsible for processing such data in accordance with applicable law.

1.12. If you have been charged for a Service for a period when that Service was unavailable (as defined in the applicable Service Level Agreement for each Service), you may request a Service credit equal to any charged amounts for such period.

1.13. If you are a customer that is subject to the French Politique générale de sécurité des systems d'information de santé (PGSSI-S), you agree that your use of the Services complies with the PGSSI-S.

1.14. Data Protection

1.14.1 These Service Terms incorporate the AWS GDPR Data Processing Addendum ("DPA"), when the GDPR applies to your use of the AWS Services to process Customer Data (as defined in the DPA).The DPA is effective as of 25 May 2018 and replaces and supersedes any previously agreed data processing addendum between you and AWS relating to the Directive 95/46/EC.

1.14.2 These Service Terms incorporate the AWS CCPA Terms ("CCPA Terms"), when the CCPA applies to your use of the AWS Services to process Personal Information (as defined in the CCPA Terms).

1.15. Following closure of your AWS account, we will delete Your Content in accordance with the Documentation.

1.16. Your receipt and use of any Promotional Credits is subject to the AWS Promotional Credit Terms & Conditions.

2. Betas and Previews

2.1. This Section describes the additional terms and conditions under which you may (a) access and use certain features, technologies, and services made available to you by AWS that are not yet generally available, including, but not limited to, any AWS regions identified by AWS as "beta", "preview", "pre-release", or "experimental" (each, a "Beta Region").

2.2. You must comply with all terms related to any Beta Service or Beta Region as posted on the AWS Site or otherwise made available to you. AWS may add or modify terms, including lowering or raising any usage limits, related to access to or use of any Beta Services or Beta Regions at any time. Service Level Agreements do not apply to Beta Services or Beta Regions.

2.3. You may provide AWS with information relating to your access, use, testing, or evaluation of Beta Services or Beta Regions, including observations or information regarding the performance, features, and functionality of Beta Services or Beta Regions ("Test Observations"). AWS will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of any Beta Service or Beta Region.

2.4. AWS may suspend or terminate your access to or use of any Beta Service or Beta Region at any time. Your access to and use of each Beta Service and Beta Region will automatically terminate upon the release of a generally available version of the applicable Beta Service or Beta Region or upon notice of termination by AWS. Notwithstanding anything to the contrary in the Agreement, after suspension or termination of your access to or use of any Beta Service or Beta Region for any reason, (a) you will not have any further right to access or use the applicable Beta Service or Beta Region, and (b) Your Content used in the applicable Beta Service or Beta Region may be deleted or inaccessible.

2.5. Test Observations, Suggestions concerning a Beta Service or Beta Region, and any other information about or involving (including the existence of) any Beta Service or Beta Region are considered AWS Confidential Information.

2.6. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, BETA SERVICES AND BETA REGIONS ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, AWS IS PROVIDING BETA SERVICES AND BETA REGIONS TO YOU "AS IS." AWS AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES AND BETA REGIONS, INCLUDING ANY WARRANTY THAT THE BETA SERVICES AND BETA REGIONS WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS AND ITS AFFILIATES AND 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. AWS'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES AND BETA REGIONS WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

3. Amazon CloudFront

You must own or have all necessary rights to use any domain name or SSL certificate that you use in conjunction with Amazon CloudFront. You are solely responsible for the renewal, security, and proper configuration of any SSL certificates that you provide for use with Amazon CloudFront, including any disclosure of your SSL certificates to third parties.

4. AWS Outposts

4.1. Outposts Equipment. AWS will make equipment available to you to support your use of the AWS Outposts Service (the "Outposts Equipment"). AWS or its affiliates maintain all rights in

the Outposts Equipment and is not selling, renting, leasing, or transferring any ownership, intellectual or other rights in the Outposts Equipment to you. You will not, and will not purport to, assign, grant, or transfer the Outposts Equipment or any interest in the Outposts Equipment to any individual or entity, and any such purported assignment, grant or transfer is void.

4.2. Facility Assessment. You will ensure that, at all times, the facility at which the Outposts Equipment is located (the "Designated Facility") meets the minimum requirements necessary to support the installation, maintenance, use, and removal of the Outposts Equipment as described here and otherwise as described in the Outposts Documentation or provided to you during the ordering and installation process.

4.3. Delivery and Use. You will ensure that you have all necessary rights, certifications, and licenses for the delivery, installation, maintenance, use, and removal of the Outposts Equipment at the Designated Facility. You are responsible for any damage to the Outposts Equipment while it is at the Designated Facility, unless caused by AWS. AWS may terminate your use of Outposts and remove the Outposts Equipment if you breach these terms or the terms of the Agreement with respect to Outposts.

4.4. Access to Outposts Equipment

You will give personnel designated by AWS prompt and reasonable access to the Designated Facility as necessary to deliver, install, inspect, maintain, and remove the Outposts Equipment. You will not require AWS personnel to sign, accept, or otherwise agree to any documentation as a condition of accessing the Designated Facility, and you agree that the terms of any such documentation are void even if signed by AWS personnel. You will ensure that no one accesses, moves, or repairs the Outposts Equipment other than (i) personnel designated by AWS, (ii) as permitted in writing by AWS in connection with the maintenance of Outposts Equipment, or (iii) as necessary due to a situation involving imminent injury, damage to property, or an active fire alarm system. You will ensure that no one modifies, alters, reverse engineers, or tampers with the Outposts Equipment. You acknowledge that the Outposts Equipment may be equipped with tamper monitoring.

4.5. Enterprise Support

You will remain enrolled in AWS Support at the Enterprise level during the entire period of your use of Outposts.

4.6. Services/SLAs/Security

The Service Terms for any Services that run locally on Outposts also apply to your use of those Services on Outposts. There are inherent differences between Services running locally on Outposts from those Services running at AWS operated facilities because the Outposts Equipment is physically located at the Designated Facility where you are responsible for physical security and access controls, as well as all power, networking, and environmental conditions. Due to these differences:

a. The Service Level Agreements for any Services that run locally on Outposts do not apply to your use of those Services on Outposts.

b. Any AWS commitments in the Agreement that depend on AWS's operation of such physical security and access controls, or power, networking, and environmental conditions, do not apply to Outposts or any Services running locally on Outposts.

c. The security and compliance standards, certifications, audits, reports and attestations held by AWS do not apply to Outposts or any Services running locally on Outposts. You can find more information about Outposts security compliance and features