



UK G-Cloud 10 Framework Agreement

Amazon Web Services EMEA SARL - Supplier Terms

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1.0 INTRODUCTION

1.1 General

This document provides the Supplier Terms for the Amazon Web Services EMEA SARL Services included in the G-Cloud 10 Framework Agreement and made available on the Digital Marketplace.

The order of precedence for these Supplier Terms is addressed in the G-Cloud 10 Framework Agreement clause 8.3 (Order of precedence).

In order to minimize the potential for ambiguity between the Supplier Terms and the Framework Agreement, the following principles should be applied when interpreting the Supplier Terms:

Rights for Supplier to modify or change the Services and pricing are subject to the limitations setout in the G-Cloud 10 Framework Agreement.

Service Fees and billing shall be conducted in accordance with the invoicing profile outlined in the Order Form and the pricing available on the Digital Marketplace.

Individual Services may have additional provisions that are unique to that particular type of Service that will apply in addition to the terms in this document. These are available at <http://aws.amazon.com/serviceterms>. Notwithstanding anything to the contrary in the Supplier Terms, the governing law are the laws of England and Wales.

Should the Buyer choose to (i) purchase products or Services that are not offered on the Digital Marketplace, or (ii) consume Services outside of the Terms stated in the Order Form, such products and Services are not subject to the terms of the Framework Agreement, Call-Off Contract or these Supplier Terms and instead are governed exclusively by the terms of the Amazon Web Services Customer Agreement (<https://aws.amazon.com/agreement/>). Buyers acknowledge that Supplier is unable to and has no responsibility in terms of monitoring Buyer accounts or limiting Buyers to stay within the G-Cloud 10 Framework Agreement terms. This is solely a Buyer responsibility.

1.2 Definition alignment

Definitions set out in the G-Cloud 10 Framework Agreement and Call-Off Contract shall have the same meaning in the Supplier Terms.

The definitions set out in these Supplier Terms and highlighted in the table below shall be construed as follows to align to the definitions in the G-Cloud 10 Framework Agreement and Call-Off Contract:

Supplier Terms definition	Interpretation
Agreement	shall mean this Supplier Terms document
AWS, we, us, or our	shall mean the Supplier
AWS Confidential Information	shall include Supplier's Confidential Information
AWS Content	shall include Supplier's Background IPR and Supplier's Know-How
AWS Contracting Party	shall mean the Supplier
Customer	shall mean the Buyer
Customer Data	shall include Buyer Personal Data uploaded to the Services under Buyers accounts.
Effective Date	shall mean the Start Date of the Call-Off Contract, as identified on the Order Form.
End User	Shall include the Buyer and any individual or entity that access or uses the Services
GDPR	shall mean the GDPR
Governing Laws Governing Courts	shall mean the law of England and Wales and the courts of England and Wales respectively.
Losses	shall include Loss
Security Incident	Shall include Data Loss Event
Service	shall have the meaning set out in Schedule 3 (Glossary and Interpretations) of the Framework Agreement)
Service Offerings	shall mean the Service Definitions that Supplier publishes on the Digital Marketplace, as may be updated from time to time in accordance with the Framework Agreement.
Term	shall mean the term of the Call-Off Contract as set out in the Order Form.
Termination Date	shall mean the End date agreed upon with an individual Buyer.
you or your	shall mean the Buyer
Your Content	Shall include Service Data

All other definitions described in these Supplier Terms shall have the meaning set out herein.

2.0 AWS CUSTOMER AGREEMENT

THE FOLLOWING AWS CUSTOMER AGREEMENT AND RELEVANT APPENDICES APPLY AND ARE INCORPORATED TO EACH CALL-OFF CONTRACT ISSUED UNDER THE G-CLOUD 10 FRAMEWORK AGREEMENT AS THE “SUPPLIER TERMS”.

This AWS Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as “**AWS**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**” or “**your**”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. Changes

2.1 To the Service Offerings. We may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change or discontinue any APIs for the Services from time to time. For any discontinuation of or material change to an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities).

2.3 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. Security and Data Privacy

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

3.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the AWS region(s) where you use the Service Offerings and the AWS regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

4. Your Responsibilities

4.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

5. Fees and Payment

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- (b) you are, or any End User is, in breach of this Agreement;
- (c) you are in breach of your payment obligations under Section 5; or
- (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- (a) you remain responsible for all fees and charges you incur during the period of suspension; and
- (b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

- (a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.
- (b) Termination for Cause.
 - (i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.
 - (ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

- (i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;
- (ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);
- (iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and
- (iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

- (i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and
- (ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights

8.1 Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

8.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some AWS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the AWS Content or Third-Party Content that is the subject of such separate license.

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You may only use the AWS Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

8.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

9. Indemnification

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property.

- (a) Subject to the limitations in this Section 9, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (b) Subject to the limitations in this Section 9, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will

have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

- (d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10. Disclaimers

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR 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) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR

UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement

We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 13.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 for adverse changes to any Service Level Agreement. Subject to the 90 day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

13. Miscellaneous

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by

you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

13.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts; except, if the applicable AWS Contracting Party is Amazon Web Services, Inc., any such dispute will be resolved by binding arbitration as provided in this Section 13.5, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and

regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

13.10 Notice.

(a) **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the AWS Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated

with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 U.S. Government Rights. The Service Offerings 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 Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14. Definitions

“Acceptable Use Policy” means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Account Country” is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if your

credit card account is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

“API” means an application program interface.

“AWS Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

“AWS Content” means Content we or any of our affiliates make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Contracting Party" means (i) prior to July 1, 2018, Amazon Web Services, Inc., and (ii) from July 1, 2018, the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Any country within Europe, the Middle East, or Africa ("EMEA")*	Amazon Web Services EMEA SARL	352 2789 0057	5 rue Plaetis L-2338 Luxembourg
Any other country that is not in EMEA	Amazon Web Services, Inc.	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*See <https://aws.amazon.com/legal/aws-emea-countries> for a full list of EMEA countries.

“AWS Marks” means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

“AWS Site” means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

“Content” means software (including machine images), data, text, audio, video or images.

“Documentation” means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

“Governing Laws” and “Governing Courts” mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts of the district of Luxembourg City
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington

“Indirect Taxes” means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Policies” means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

“Privacy Policy” means the privacy policy located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Service” means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

“Service Attributes” means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

“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. The service level agreements we offer with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Service Offerings” means the Services (including associated APIs), the AWS Content, the AWS Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.

“Service Terms” means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by us), as may be updated by us from time to time.

“Site Terms” means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by us), as may be updated by us from time to time.

“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.

“Term” means the term of this Agreement described in Section 7.1.

“Termination Date” means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

“Third-Party Content” means Content made available to you by any third party on the AWS Site or in conjunction with the Services.

“Trademark Use Guidelines” means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by us), as they may be updated by us from time to time.

“Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

3.0 Appendix 1 to the AWS Customer Agreement – AWS Enterprise Support Additional Terms and Conditions

THE FOLLOWING AWS ENTERPRISE SUPPORT TERMS AND CONDITIONS SHALL APPLY TO EACH CALL-OFF CONTRACT ISSUED UNDER THE G-CLOUD 10 FRAMEWORK AGREEMENT WHERE THE BUYER HAS SUBSCRIBED TO ENTERPRISE – LEVEL AWS SUPPORT.

AWS ENTERPRISE SUPPORT ADDITIONAL SUPPLIER TERMS

Please note that the following shall now be included as additional Supplier Terms where Buyer has executed a Call-Off Contract to procure Enterprise-level AWS Support, including where Buyer executes a UKGDP Call-Off Contract. Enterprise-level AWS Support provides Buyer with one-on-one Technical Support services to help Buyers business utilize the products and features provided by Amazon Web Services.

To subscribe for Enterprise-level AWS Support pursuant to the G-Cloud Call-Off Agreement following execution of the Call-Off Contract, Supplier requires the AWS account numbers that Buyer intends to enroll to enable this service. Buyer will notify the account ID(s) to Supplier at aws-gcloud@amazon.com.

AWS ACCOUNTS

These additional terms and conditions will cover the account(s) notified to Supplier at aws-gcloud@amazon.com and other all accounts linked to the account(s) listed above via the consolidated billing feature in AWS Organizations, provided that all such linked accounts are opened by Buyer or Buyers employees using email addresses issued by Buyer, for use by Buyer or Buyers employees:

(1) Accounts may be added to or removed by mutual agreement of the parties (which agreement may be made via email.)

(2) For those accounts notified to Supplier, Supplier will provide AWS Support at the Enterprise subscription level to Buyer in accordance with the terms and Enterprise-level pricing located on the AWS Support pages at <http://aws.amazon.com/premiumsupport/> and the AWS Support Service Terms at <http://aws.amazon.com/serviceterms/>, as such terms may be updated by Supplier from time to time. These terms form part of the "Supplier Terms" of the G-Cloud Call-Off Agreement and therefore are incorporated into the Call-Off Agreement.

(3) Supplier will be billed for AWS Support on a monthly basis and payments for AWS Support are non-refundable. If Buyer cancels their subscription within 30 days of sign up Buyer will see a minimum subscription charge on their next bill. All other terms and conditions of the G-Cloud Call-Off Agreement shall apply.

Appendix 2 – GDPR Data Processing Addendum

THE FOLLOWING AWS GDPR DATA PROCESSING ADDENDUM APPLIES TO EACH CALL-OFF CONTRACT ISSUED UNDER THE G-CLOUD 10 FRAMEWORK AGREEMENT WHERE BUYER PERSONAL DATA IS TRANSFERRED BY SUPPLIER.

AWS GDPR DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**Addendum**”) is effective as of 25 May 2018 (the “**Addendum Effective Date**”) by and between Amazon Web Services EMEA Sarl and the customer specified in the table below (“**Customer**”).

Amazon Web Services EMEA Sarl	<u>Customer:</u> []
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:
Address: 5 rue Plaetis L-2338 Luxembourg	Address: [] []
Attention: General Counsel	Attention: []

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**”). Unless otherwise defined in this Addendum or in the Agreement, all capitalised terms used in this Addendum will have the meanings given to them in Section 19 of this Addendum.

1. Data Processing.

- 1.1 **Scope and Roles.** This Addendum applies when Customer Data is processed by AWS. In this context, AWS will act as “processor” to Customer who may act either as “controller” or “processor” with respect to Customer Data (as each term is defined in the GDPR).
- 1.2 **Customer Controls.** The Services provide Customer with a number of controls, including security features and functionalities, that Customer may use to retrieve, correct, delete or restrict Customer Data as described in the Documentation. Without prejudice to Section 5.1, Customer may use these controls as technical and organisational measures to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects.

- 1.3 **Details of Data Processing.**
 - 1.3.1 **Subject matter.** The subject matter of the data processing under this Addendum is Customer Data.
 - 1.3.2 **Duration.** As between AWS and Customer, the duration of the data processing under this Addendum is determined by Customer.
 - 1.3.3 **Purpose.** The purpose of the data processing under this Addendum is the provision of the Services initiated by Customer from time to time.
 - 1.3.4 **Nature of the processing:** Compute, storage and such other Services as described in the Documentation and initiated by Customer from time to time.
 - 1.3.5 **Type of Customer Data:** Customer Data uploaded to the Services under Customer's AWS accounts.
 - 1.3.6 **Categories of data subjects:** The data subjects may include Customer's customers, employees, suppliers and end-users.
- 1.4 **Compliance with Laws.** Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Addendum, including the GDPR.
2. **Customer Instructions.** The parties agree that this Addendum and the Agreement (including the provision of instructions via configuration tools such as the AWS management console and APIs made available by AWS for the Services) constitute Customer's documented instructions regarding AWS's processing of Customer Data ("**Documented Instructions**"). AWS will process Customer Data only in accordance with Documented Instructions. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between AWS and Customer, including agreement on any additional fees payable by Customer to AWS for carrying out such instructions. Customer is entitled to terminate this Addendum and the Agreement if AWS declines to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this Addendum.
3. **Confidentiality of Customer Data.** AWS will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends AWS a demand for Customer Data, AWS will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, AWS may provide Customer's basic contact information to the government body. If compelled to disclose Customer Data to a government body, then AWS will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless AWS is legally prohibited from doing so. If the Standard Contractual Clauses apply, nothing in this Section 3 varies or modifies the Standard Contractual Clauses.
4. **Confidentiality Obligations of AWS Personnel.** 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 and data security.
5. **Security of Data Processing**
 - 5.1 AWS has implemented and will maintain the technical and organisational measures for the AWS Network as described in the AWS Security Standards and this Section. In particular, AWS has implemented and will maintain the following technical and organisational measures:

- (a) security of the AWS Network as set out in Section 1.1 of the AWS Security Standards;
 - (b) physical security of the facilities as set out in Section 1.2 of the AWS Security Standards;
 - (c) measures to control access rights for AWS employees and contractors in relation to the AWS Network as set out in Section 1.1 of the AWS Security Standards; and
 - (d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures implemented by AWS as described in Section 2 of the AWS Security Standards.
- 5.2 Customer may elect to implement technical and organisational measures in relation to Customer Data. Such technical and organisational measures include the following which may be obtained by Customer from AWS as described in the Documentation, or directly from a third party supplier:
 - (a) pseudonymisation and encryption to ensure an appropriate level of security;
 - (b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services that are being operated by Customer;
 - (c) measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and
 - (d) processes for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures implemented by Customer.

6. Sub-processing.

- 6.1 **Authorised Sub-processors.** Customer agrees that AWS may use sub-processors to fulfill its contractual obligations under this Addendum or to provide certain services on its behalf, such as providing support services. The AWS website (currently posted at <https://aws.amazon.com/compliance/sub-processors/>) lists sub-processors that are currently engaged by AWS to carry out processing activities on Customer Data on behalf of Customer. At least 30 days before AWS engages any new sub-processor to carry out processing activities on Customer Data on behalf of Customer, AWS will update the applicable website and provide Customer with a mechanism to obtain notice of that update. If Customer objects to a new sub-processor, then without prejudice to any termination rights Customer has under the Agreement and subject to the applicable terms and conditions, Customer may move the relevant Customer Data to another AWS Region where the new sub-processor to whom Customer objects, is not engaged by AWS as a sub-processor. Customer consents to AWS's use of sub-processors as described in this Section. Except as set forth in this Section, or as Customer may otherwise authorise, AWS will not permit any sub-processor to carry out processing activities on Customer Data on behalf of Customer.
- 6.2 **Sub-processor Obligations.** Where AWS authorises any sub-processor as described in Section 6.1:
 - (i) AWS will restrict the sub-processor's access to Customer Data only to what is necessary to maintain the Services or to provide the Services to Customer and any End Users in accordance with the Documentation and AWS will

prohibit the sub-processor from accessing Customer Data for any other purpose;

- (ii) AWS will enter into a written agreement with the sub-processor and, to the extent that the sub-processor is performing the same data processing services that are being provided by AWS under this Addendum, AWS will impose on the sub-processor the same contractual obligations that AWS has under this Addendum; and
- (iii) AWS will remain responsible for its compliance with the obligations of this Addendum and for any acts or omissions of the sub-processors that cause AWS to breach any of AWS's obligations under this Addendum.

7. Data Subject Rights

Taking into account the nature of the Services, AWS offers Customer certain controls as described in Sections 1.2 and 5.2 that Customer may elect to use to comply with its obligations towards data subjects. Should a data subject contact AWS with regard to correction or deletion of its personal data, AWS will use commercially reasonable efforts to forward such requests to Customer.

8. **Optional Security Features.** AWS makes available a number of security features and functionalities that Customer may elect to use. Customer is responsible for (a) implementing the measures described in Section 5.2, as appropriate, (b) properly configuring the Services, (c) using the controls available in connection with the Services (including the security controls) to allow Customer to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident (e.g. backups and routine archiving of Customer Data), and (d) taking such steps as Customer considers adequate to maintain appropriate security, protection, and deletion of Customer Data, which includes use of encryption technology to protect Customer Data from unauthorised access and measures to control access rights to Customer Data.

9. Security Breach Notification.

- 9.1 **Security Incident.** AWS will (a) notify Customer of a Security Incident without undue delay after becoming aware of the Security Incident, and b) take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.

- 9.2 **Unsuccessful Security Incidents.** Customer agrees that:

- (i) an unsuccessful Security Incident will not be subject to this Section 9. An unsuccessful Security Incident is one that results in no unauthorised access to Customer Data or to any of AWS's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorised access to traffic data that does not result in access beyond headers) or similar incidents; and
- (ii) AWS's obligation to report or respond to a Security Incident under this Section 9 is not and will not be construed as an acknowledgement by AWS of any fault or liability of AWS with respect to the Security Incident.

- 9.3 **Communication.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means AWS selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the AWS management console and secure transmission at all times.

10. AWS Certifications and Audits.

- 10.1 **AWS ISO-Certification and SOC Reports.** In addition to the information contained in this Addendum, upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will make available the following documents and information:
- (i) the certificates issued in relation to the ISO 27001 certification, the ISO 27017 certification and the ISO 27018 certification (or the certifications or other documentation evidencing compliance with such alternative standards as are substantially equivalent to ISO 27001, ISO 27017 and ISO 27018); and
 - (ii) the System and Organization Controls (SOC) 1 Report, the System and Organization Controls (SOC) 2 Report and the System and Organization Controls (SOC) 3 Report (or the reports or other documentation describing the controls implemented by AWS that replace or are substantially equivalent to the SOC 1, SOC 2 and SOC 3).
- 10.2 **AWS Audits.** AWS uses external auditors to verify the adequacy of its security measures, including the security of the physical data centers from which AWS provides the Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third party security professionals at AWS's selection and expense; and (d) will result in the generation of an audit report ("**Report**"), which will be AWS's Confidential Information.
- 10.3 **Audit Reports.** At Customer's written request, and provided that the parties have an applicable NDA in place, AWS will provide Customer with a copy of the Report so that Customer can reasonably verify AWS's compliance with its obligations under this Addendum.
- 10.4 **Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the Services and the information available to AWS, AWS will assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation pursuant to Articles 35 and 36 of the GDPR, by providing the information AWS makes available under this Section 10.

11. **Customer Audits.** Customer agrees to exercise any right it may have to conduct an audit or inspection, including under the Standard Contractual Clauses if they apply, by instructing AWS to carry out the audit described in Section 10. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending AWS written notice as provided for in the Agreement. If AWS declines to follow any instruction requested by Customer regarding audits or inspections, Customer is entitled to terminate this Addendum and the Agreement. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.

12. Transfers of Personal Data.

- 12.1 **Regions.** Customer may specify the location(s) where Customer Data will be processed within the AWS Network, including the EU (Dublin) Region, the EU (Frankfurt) Region, the EU (London) Region and the EU (Paris) Region (each a "**Region**"). Once Customer has made its choice, AWS will not transfer Customer Data from Customer's selected Region(s) except as necessary to provide the Services initiated by Customer, or as necessary to comply with the law or binding order of a governmental body. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses.

- 12.2 **Application of Standard Contractual Clauses.** The Standard Contractual Clauses will apply to Customer Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognised by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). The Standard Contractual Clauses will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if AWS has adopted Binding Corporate Rules for Processors or an alternative recognised compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.
13. **Termination of the Addendum.** This Addendum shall continue in force until the termination of the Agreement (the “**Termination Date**”).
14. **Return or Deletion of Customer Data.** The Services provide Customer with controls that Customer may use to retrieve or delete Customer Data as described in the Documentation. Up to the Termination Date, Customer will continue to have the ability to retrieve or delete Customer Data in accordance with this Section. For 90 days following the Termination Date, Customer may retrieve or delete any remaining Customer Data from the Services, subject to the terms and conditions set out in the Agreement, unless prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability. No later than the end of this 90 day period, Customer will close all AWS accounts. AWS will delete Customer Data when requested by Customer by using the Service controls provided for this purpose by AWS.
15. **Duties to Inform.** Where Customer Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by AWS, AWS will inform Customer without undue delay. AWS will, without undue delay, notify all relevant parties in such action (e.g. creditors, bankruptcy trustee) that any Customer Data subjected to those proceedings is Customer’s property and area of responsibility and that Customer Data is at Customer’s sole disposition.
16. **Nondisclosure.** Customer agrees that the details of this Addendum are not publicly known and constitute AWS’s Confidential Information under the confidentiality provisions of the Agreement or NDA. If the Agreement does not include a confidentiality provision protecting AWS Confidential Information and Customer and AWS or its Affiliates do not have an NDA in place covering this Addendum, then Customer will not disclose the contents of this Addendum to any third party except as required by law.
17. **Entire Agreement; Conflict.** This Addendum supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or verbal, regarding the subject matter of this Addendum, including any data processing addenda entered into between Amazon Web Services, Inc. and Customer containing terms and conditions in respect of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the parties including the Agreement and this Addendum, the terms of this Addendum will control.
18. **Counterparts and Facsimile or Email Delivery.** 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 deliver this Addendum by facsimile or email transmission.

19. Definitions. Unless otherwise defined in the Agreement, all capitalised terms used in this Addendum will have the meanings given to them below:

“AWS Network” means AWS’s data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS’s control and are used to provide the Services.

“AWS Security Standards” means the security standards attached to the Agreement, or if none are attached to the Agreement, attached to this Addendum as Annex 1.

“Customer Data” means the “personal data” (as defined in the GDPR) that is uploaded to the Services under Customer’s AWS accounts.

“EEA” means the European Economic Area.

“GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“processing” has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly.

“Security Incident” means a breach of AWS’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.

“Standard Contractual Clauses” means Annex 2, attached to and forming part of this Addendum pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

Annex 1

AWS Security Standards

Capitalised terms not otherwise defined in this document have the meanings assigned to them in the Agreement.

1. Information Security Program. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help Customer secure Customer Data against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the AWS Network, and (c) minimise security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1 Network Security. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

1.2 Physical Security

1.2.1 Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the “**Facilities**”). Physical barrier controls are used to prevent unauthorised entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorised employees or contractors while visiting the Facilities.

1.2.2 Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its Affiliates.

1.2.3 Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorised access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. Continued Evaluation. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its

AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

Annex 2

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as “Customer” in the Addendum
(the “**data exporter**”)

and

Amazon Web Services EMEA Sarl
5 rue Plaetis, L-2338, Luxembourg (the “**data importer**”)
each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data

exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4 ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer¹

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

¹ Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7 **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the entity identified as “Customer” in the Addendum

Data importer

The data importer is Amazon Web Services EMEA Sarl., a provider of web services.

Data subjects

Data subjects are defined in Section 1.2 of the Addendum.

Categories of data

The personal data is defined in Section 1.3 of the Addendum.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The processing operations are defined in Section 1.3 of the Addendum.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. By signing the signature page on page 1 of this Addendum, the parties will be deemed to have signed this Appendix 2.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the Addendum.

ANNEX 3

Minimum Architecture Requirements

Customer will issue all necessary instructions via configuration tools such as the AWS management console and APIs made available by AWS for the Services. Customer will implement at least the minimum architecture requirements specified below. Each reference in this Attachment to specific Services includes equivalent alternative or replacement Service(s) that AWS makes available.

1. Encryption.

- (a) Encrypt all Customer Content in transit and at rest, using Strong Cryptography with associated key management processes and procedures. **“Strong Cryptography”** has the meaning given in Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms, Version 3.2 (as updated from time to time).
- (b) Ensure that it will not utilize unencrypted Customer Content as metadata or as parameters for configuring Services.
- (c) Ensure that it will not store unencrypted Customer Content as part of an Amazon Machine Image (“**AMI**”).
- (d) Ensure that it will not store account credentials as part of an AMI.

2. Security Architecture.

- (a) Promptly address any security and privacy events as notified at <http://aws.amazon.com/security/security-bulletins/>, except those categorized as “Informational”.
- (b) Monitor and evaluate software running in its AWS Enterprise Accounts for known and new vulnerabilities and take the steps necessary to address such vulnerabilities.
- (c) Configure AWS CloudTrail where available for all Services and implement appropriate retention, monitoring, and incident response processes using AWS CloudTrail logs.
- (d) Enable and configure Service-specific logging features where available for all Services and implement appropriate monitoring and incident response processes. For example, without limitation, where appropriate, Customer will enable access request logging features in Amazon Elastic Load Balancing, access request logging features in Amazon S3, database logging in Amazon Relational Database Service, and other logging features available in the Services.
- (e) Apply appropriate resource-based policies limiting access only to authorized parties to all Services where available.

3. Access Management.

- (a) Use multi-factor authentication to control access to root account credentials and not use root account credentials beyond initial account configuration, except in using Services for which AWS Identity and Access Management (IAM) is not available.

- (b) Require each user to have unique security credentials that are rotated at least quarterly.
- (c) Use multifactor authentication or federated credentials for all authentications and grant users and groups only the minimum privileges necessary.
- (d) Restrict permissions in Security Groups and Access Control Lists to only those users required for Customer's use of the Services.
- (e) Restrict permitted source and destination authorizations to only those required for Customer's use of the Services.
- (f) Apply resource-based policies to limit access to Services only to authorized parties.

4. **Backup and Redundancy.**

- (a) Back up Customer Content in accordance with industry-standard security configurations.
- (b) Store Customer Content redundantly in more than one AWS Region

4.0 AWS Training Terms & Conditions

THE FOLLOWING AWS TRAINING TERMS & CONDITIONS AGREEMENT AND RELEVANT APPENDICES APPLY AND ARE INCORPORATED TO EACH CALL-OFF CONTRACT ISSUED UNDER THE G-CLOUD 10 FRAMEWORK AGREEMENT FOR TRAINING SERVICES AS THE “SUPPLIER TERMS”.

These AWS Training Terms & Conditions (these “Terms”) contain the terms and conditions that govern your access to and use of any AWS Training Services (defined below) and are an agreement between Amazon Web Services, Inc. (or such other AWS contracting entity noted in Section 12 below, as applicable) (“AWS,” “we,” “us,” or “our”) and you or the entity you represent (“you”). These Terms take effect when you click an “I Accept” button or check the box presented with these Terms or, if earlier, when you use any of the AWS Training Services (“Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into these Terms for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 11 for definitions of certain capitalized terms used in these Terms.

1. Access to the AWS Training Services.

1.1 Generally.

You may access and use the AWS Training Services in accordance with these Terms. Additional terms may apply to certain AWS Training Classes, and any such additional terms will be set forth in a separate agreement between AWS and you. You agree and acknowledge that you have entered into these Terms, and will use the AWS Training Services, as part of your business or professional activities, and not as a consumer or for personal use. AWS Training Services may be provided to you by AWS or our Affiliates, contractors or agents. To access the AWS Training Services, you must register via the AWS Training Site and agree to these Terms. If you are entering into these Terms on behalf of an entity, you will provide AWS with enrollment information for all Students via the AWS Training Site or as otherwise requested by AWS. We may add, remove or change the AWS Training Services described on the AWS Training Site from time to time. We will not make any material change to an AWS Training Class for which you have already paid a registration fee without notifying you at least five business days before the scheduled start date of the Class.

1.2 Your Responsibilities.

You are responsible for all activities that occur under AWS accounts you use or create in connection with any AWS Training Classes, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents).

2. Fees and Payment.

2.1 Fees.

You will pay us all applicable fees and charges for use of and access to the AWS Training Services as described on the AWS Training Site using one of the payment methods we

support. All amounts payable under these Terms will be made without setoff or counterclaim, and without any deduction or withholding.

2.2 Cancellation; Refunds.

AWS may cancel an AWS Training Class in its discretion at any time up to and including the date of the AWS Training Class. If AWS cancels any AWS Training Class for which you have already paid a registration fee, we will either (a) refund the amount you paid for such AWS Training Class or (b) offer the same AWS Training Class to you on an alternative date. If you cancel or reschedule your registration for an AWS Training Class at least five business days before the scheduled start date of the Class, we will refund the amount you paid for such Class. If you cancel or reschedule your registration for an AWS Training Class less than five business days before the scheduled start date of the Class, the fees for such Class will be nonrefundable.

2.3. Taxes.

All fees and charges payable by you are exclusive of applicable taxes and duties (collectively, "Taxes"), including VAT and applicable sales tax. AWS may charge and you will pay applicable Taxes that AWS is legally obligated to collect from you.

You will provide such information to us as reasonably required to determine whether we are obligated to collect such Taxes from you. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates.

In cases where AWS is required to charge Taxes, AWS will issue an invoice complying with the relevant tax invoicing regulations applicable at that time.

If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

3. Proprietary Rights.

3.1. Your Materials.

You are solely responsible for any materials or information that you own or license from a third party and provide to AWS in connection with the AWS Training Services. You will ensure that you have adequate rights and permissions to provide AWS with access to any such materials or information.

3.2. AWS Training Services License.

As between you and us, we or our Affiliates or licensors own and reserve all right, title, and interest in and to the AWS Training Services. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license during the term of these Terms to access and use the AWS Training Services solely in accordance with these Terms. Except where the AWS Training Materials are provided to you under a separate license (“**Other Licenses**”), and subject to the limitations in Section 3.3, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferrable license to use written AWS Training Materials during and after the relevant AWS Training Class. Except as provided in this section, you obtain no rights under these Terms from us, our Affiliates or our licensors to the AWS Training Services, including any related intellectual property rights. If you are a customer or a Student that is not a resident of Canada, you agree that you will not access web-based AWS Training, AWS Training Materials, or other AWS Training virtual programs anytime while you are located in Canada.

In the event of a conflict between these Terms and any Other License, the Other License will prevail with respect to those AWS Training Materials.

3.3. License Restrictions.

Neither you nor any Student may use the AWS Training Services in any manner or for any purpose other than as expressly permitted by these Terms. Neither you nor any Student may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any AWS Training Services (except to the extent software included in the AWS Training Services is provided to you under a separate license that expressly permits the creation of derivative works); (b) reproduce or redistribute any AWS Training Materials; or (c) resell or sublicense any AWS Training Services. All licenses granted to you in these Terms are conditional on your continued compliance with these Terms, and will immediately and automatically terminate if you do not comply with any term or condition of these Terms.

4. Privacy.

AWS and its Affiliates will handle any personal data relating to you or your Students that is provided to AWS or its Affiliates for the purposes of these Terms in accordance with the AWS Privacy Policy. You consent, and will ensure that the Students to whom such personal data relates consent, to the collection, storage, use, disclosure and processing of personal data of you and your Students by AWS and its Affiliates in accordance with the AWS Privacy Policy for the purposes of these Terms, including to provide the AWS Training Services, to communicate with you and your Students about the AWS Training Services and to market or promote AWS products and services. You represent and warrant that you are entitled in accordance with applicable laws to provide such personal data to AWS and its Affiliates for the purposes of these Terms. If you provide personal data to AWS on behalf of any third party in connection with the AWS Training Services, you are responsible to such third party for your use and handling of such personal data in accordance with applicable laws. To the extent required by applicable law, AWS will, upon written request from a Student to whom the personal data relates, provide the Student with personal data related to provision of AWS Training Services that we have about that individual and will take reasonable steps to correct any errors in such personal data. You acknowledge, and will ensure that the Students to whom such personal data relates are aware, that the personal data may be transferred to

other countries outside the domicile of you or those individuals. AWS may from time to time notify you of any changes to the AWS Privacy Policy, but you should check the AWS Site frequently for recent changes.

5. Termination.

AWS may suspend or terminate your use of the AWS Training Services upon notice for any breach by you of these Terms. AWS may also suspend your or any Student's access to any AWS Training Classes if you or any Student displays behavior that we determine is violent, abusive or disruptive or otherwise poses a risk to AWS or any third party. In such event, you will not receive any discount, credit or refund of any fees, expenses or charges payable by you under these Terms in connection with such AWS Training Class. You may terminate these Terms at any time by providing 30 days prior written notice to us. Upon termination, (a) all your rights under these Terms will immediately terminate, (b) you remain responsible for all fees you have incurred through the date of termination, and (c) Sections 3 (except the license granted to you in Section 3.2), 4, 5, 6, 7, 8, 10, 11 and 12 will continue to apply in accordance with their terms.

6. Indemnification.

To the maximum extent permitted by law, and except to the extent caused by us, our employees, agents or subcontractors, you will defend, indemnify, and hold harmless us, our Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any Students' use of the AWS Training Services in a manner not authorized by these Terms; or (b) a dispute between you and any third party with respect to use of the AWS Training Services. We may assume control of the defense and settlement of any third party claim of the nature described above at any time.

7. Disclaimers.

THE AWS TRAINING SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE AWS TRAINING SERVICES OR THESE TERMS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL CONDITIONS AND WARRANTIES, INCLUDING ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

8. Limitations of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE (INCLUDING BUT NOT LIMITED TO LIABILITY FOR NEGLIGENCE) TO YOU FOR ANY:

- (i) LOSS OF PROFITS;
- (ii) LOSS OF BUSINESS;
- (iii) LOSS OF ANTICIPATED SAVINGS;
- (iv) LOSS OF GOODWILL AND SIMILAR LOSSES;
- (v) INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO THE AWS

TRAINING SERVICES (EXCEPT ACTUAL PAYMENTS BY YOU TO AWS UNDER THESE TERMS FOR AWS'S DELIVERY OF THE AWS TRAINING SERVICES);

- (vi) PURE ECONOMIC LOSS; OR
- (vii) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, DAMAGES, COSTS, OR EXPENSES OR EXEMPLARY LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR NEGLIGENCE) OF US, OUR AFFILIATES AND OUR LICENSORS IN CONNECTION WITH THESE TERMS WILL BE LIMITED TO, AT OUR OPTION, (i) REDELIVERY OF THE AWS TRAINING CLASS(ES) OR SERVICE(S) THAT GAVE RISE TO THE CLAIM; OR (ii) A REFUND OF THE FEES YOU ACTUALLY PAID TO US UNDER THESE TERMS FOR EACH AWS TRAINING CLASS OR OTHER AWS TRAINING SERVICE TO WHICH SUCH CLAIM RELATES.

9. Modifications.

We may modify these Terms at any time by posting a revised version on the AWS Training Site or by otherwise notifying you in accordance with Section 10.4. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to access or use the AWS Training Services after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the AWS Training Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

10. Miscellaneous.

10.1. Publicity.

Unless permitted under a separate agreement between you and AWS, neither party will misrepresent or embellish the relationship between the parties (including by expressing or implying that either party supports, sponsors, endorses, or contributes to the business endeavors of the other), or express or imply any relationship or affiliation between the parties except as expressly permitted by these Terms.

10.2. Force Majeure.

AWS and its Affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including, subject to applicable law, acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.3. Independent Contractors; Non-Exclusive Rights.

We and you are independent contractors, and these Terms will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who might offer products or services which compete with the other party's products or services.

10.4. Notice.

(a) To You. We will provide any notice to you under these Terms (i) under Section 4 by: (A) posting a notice on the AWS Training Site, or (B) sending a message to the email address then associated with your account; and (ii) under Section 5 by sending a message to the email address then associated with your account. Any notices provided by posting on the AWS Training Site will be effective upon posting and notices provided by email will be effective when we send the email.

(b) To Us. Subject to Section 12, to give us notice under these Terms, you must contact AWS as follows: (i) by facsimile transmission to 206-266-7010; (ii) by personal delivery, overnight courier or registered or certified mail to Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, attention General Counsel or (iii) if providing notice of cancellation pursuant to Section 2.2, you may provide such notice by email. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to these Terms must be in the English language.

10.5. Assignment; No Third Party Beneficiaries.

You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms (or any of our rights and obligations under these Terms): (a) to any of our Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of our assets or any similar transaction. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms.

10.6. No Waivers.

The failure by either party to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time.

10.7. Severability.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of the Terms will remain in full force and effect.

10.8. Governing Law.

Subject to Section 12, the laws of the State of Washington, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

10.9. Disputes.

Subject to Section 12, **any dispute or claim relating in any way to your use of the AWS Training Services will be resolved by binding arbitration, rather than in court**, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. **We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we and you waive any right to a jury trial.** We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

10.10. Entire Agreement; English Language.

These Terms include all other documents incorporated by reference herein and are the entire agreement between you and us regarding the subject matter of these Terms. These 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 Terms. If we provide a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

10.11 Trade Compliance.

You represent and warrant that you and your financial institution(s), or any party that owns or controls you or your financial institution, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology (“Items”) to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

11. Definitions.

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

“AWS Privacy Policy” means the privacy policy located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated from time to time.

“AWS Site” means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

“AWS Training Class” or “Class” means each of the training classes made available by us or our Affiliates, including those training classes described on the AWS Training Site. AWS Training Classes may include in-person or web-based or similar virtual programs. AWS Training Classes do not include any training or instruction made available directly to you by other companies or individuals under separate terms and conditions.

“AWS Training Materials” means educational or instructional materials related to the AWS services that we might make available from time to time, including reference materials and assessments, either in connection with an AWS Training Class or independently (e.g., available for download from the AWS Training Site).

“AWS Training Services” means each AWS Training Class and all AWS Training Materials made available to you by us or our Affiliates.

“AWS Training Site” means <https://aws.amazon.com/training/> (and any successor or related site designated by us), as may be updated by us from time to time.

“Student” means any individual that directly or indirectly accesses or uses AWS Training Services under your account.

12. Special Provisions for Certain Jurisdictions.

Notwithstanding anything to the contrary contained in these Terms:

12.1. Argentina.

For any AWS Training Class held in Argentina:

(a) The AWS contracting entity is Amazon Web Services Argentina S.R.L.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 255 Cecilia Grierson, 6th Floor, Buenos Aires.

(c) You acknowledge that these Terms have been freely negotiated and that you have had access to legal counsel.

12.2. Australia.

For any AWS Training Class held in Australia:

(a) The AWS contracting entity is Amazon Web Services Australia Pty Ltd

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Level 12, 55 Hunter Street, Sydney 2000, Australia.

12.3. Bahrain.

For any AWS Training Class held in Bahrain:

(a) The AWS contracting entity is Amazon Web Services Bahrain S.P.C.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: PO Box 2215, BAHRAIN World Trade Centre, West Tower Level 9, Building B0001, Isa Al-Kabeer Ave (Road 365), Flat 938, Block 316, Manama Center, Bahrain.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.4. Belgium

For any AWS Training Class held in Belgium:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, Belgium Branch

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.5. Brazil

For any AWS Training Class held in Brazil:

(a) The AWS contracting entity is Amazon AWS Servicos Brasil Ltda.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: A. Presidente Juscelino Kubitschek Avenue, 2.041, Torre E, 18th and 19th Floors, Vila Nova Conceicao, 04543-011, Sao Paulo, Brazil.

(c) The following replaces Section 2.3 ("Taxes") of these Terms: All fees and charges payable by you are exclusive of applicable taxes, levies and duties, including VAT, GST, use tax, transaction taxes, sales tax, etc. You will provide such information to us as reasonably required to determine whether we are obligated to collect such taxes from you, including your Tax Identification Number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation, accordingly to the applicable legislation, showing that the withheld and deducted amounts have been paid to the relevant taxing authority by email to aws-informe-de-redimentos@amazon.com, and a hard copy to International Tax at A. Presidente Juscelino Kubitschek Avenue, 2.041, Torre E, 18th and 19th floors, Vila Nova Conceicao, 04543-011, Sao Paulo, Brazil.

12.6. Canada.

For any AWS Training Class held in Canada:

(a) The AWS contracting entity is Amazon Web Services Canada, Inc.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 800-885 West Georgia Street, Vancouver BC V6C 3H1, Canada.

12.7. Chile

For any AWS Training Class held in Chile:

(a) The AWS contracting entity is Servicios Amazon Web Services Chile Limitada.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Tenderini 85 Of.31, Santiago, Chile.

12.8. China.

For any AWS Training Class held in China:

- (a) The AWS contracting entity is Amazon Connect Technology Services (Beijing) Co., Ltd.
- (b) The following language is added at the end of Section 2.2: If requested by you, AWS will issue you tax invoices (“Fapiao”) according to the respective fees and charges received in full by AWS. The type of Fapiao (i.e., general VAT invoice or special VAT invoice) will be determined based on your tax status and the supporting documents and information that you are required to provide for validation.
- (c) For purposes of Section 10.4(b), the address for notices to AWS is: Amazon Connect Technology Services (Beijing) Co., Ltd., 4F, Central Building B21, Universal Business Park, No. 10 Jiuxianqiao Road, Chaoyang District, Beijing, P.R. China.
- (d) Notwithstanding Section 10.4(c), all communications and notices to be made or given pursuant to these Terms must be in the Chinese language.
- (e) These Terms are governed by the laws of the People’s Republic of China excluding any conflicts of laws rules or principles. Any dispute relating in any way to the AWS Training Services or these Terms will be submitted to the Chaoyang district court of Beijing.
- (f) The following replaces the definition of “AWS Privacy Policy” in Section 11: “AWS Privacy Policy” means the privacy policy located at <https://www.amazonaws.cn/en/privacy/> (and any successor or related locations designated by us), as it may be updated from time to time.

12.9. Columbia.

For any AWS Training Class held in Columbia:

- (a) The AWS contracting entity is Amazon Web Services Colombia S.A.S.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: Avenida 82, No. 10-62, Piso 5, Bogotá, Columbia.
- (c) Any dispute, controversy or difference arising out of or in connection with the Terms will be settled through the decision of an arbitration tribunal with the Center for Mediation and Arbitration of the Chamber of Commerce of Bogotá that will be subject to the following rules:

The tribunal will be composed of three arbitrators chosen by direct agreement between the parties. If the parties are not able to agree on three arbitrators, the parties will inform the Chamber of Commerce of the arbitrators they were able to agree on, and the remaining arbitrators will be selected by draw from the list provided by the Center for Mediation and Arbitration of the Chamber of Commerce of Bogotá;

The arbitrators will decide according to the law; and

The place of arbitration will be Bogotá, and the proceeding will be conducted in Spanish.

12.10. Denmark

For any AWS Training Class held in Denmark:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Denmark Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.11. Finland.

For any AWS Training Class held in Finland:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, Finland Branch.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338

Luxembourg. (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.12. France.

For any AWS Training Class held in France:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, France Branch.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.13. Germany.

For any AWS Training Class held in Germany:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, Germany Branch. (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.14. Hong Kong.

For any AWS Training Class held in Hong Kong:

(a) The AWS contracting entity is Amazon Web Services Hong Kong Ltd.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Suite 1508, Central Building, 1 Pedder Street, Central, Hong Kong.

12.15. India.

For any AWS Training Class held in India:

(a) The AWS contracting entity is Amazon Internet Services Private Limited ("AISPL").

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Ground Floor, EROS Plaza, Eros Corporate Centre, Nehru place, New Delhi, India – 110019, Attention: Legal Department, Facsimile: 011-47985609.

(c) The laws of India, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. All disputes and differences arising out of or in connection with these Terms will be referred to arbitration by a sole arbitrator appointed by AWS. The decision and award determined by such arbitration will be final and binding upon the parties. The arbitration will be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of the arbitration will be New Delhi.

(d) The following replaces Section 2.3 of these Terms: All fees and charges payable under this Training Order will be exclusive of applicable goods and services tax ("GST") ("Taxes") that AISPL is legally obligated to charge under the applicable laws. For the purpose of this clause, GST will include the Central Goods and Services Tax ("Central Tax"), the State Goods and Services Tax ("State Tax"), the Union Territory Goods and Services Tax ("UT Tax"), and the Integrated Goods and Services Tax ("Integrated Tax") as may be applicable. The Taxes charged by AISPL will be stated in the invoice provided to you pursuant to applicable laws. AISPL may charge, and you will pay, any applicable Taxes, which are stated separately on the invoice. As per the statutory requirement under GST, you will provide all necessary information such as the correct GST registered address, legal name and GSTIN ("GST Information") in order for AISPL to issue correct GST invoices in accordance with the applicable legal requirements. In the event the GST invoice provided to you is incorrect, you will inform us in a timely manner, to enable AISPL to correct the GST tax invoice. AISPL will determine the place of supply for the Services based on the GST Information provided by you and accordingly, charge GST (CGST and SGST/UTGST or IGST) on its invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us a withholding tax certificate evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

(e) The following replaces the definition of "AWS Privacy Policy" in Section 11: "AWS Privacy Policy" means the privacy policy located at <http://aws.amazon.com/aispl/privacy/> (and any successor or related locations designated by us), as it may be updated from time to time.

12.16. Ireland.

For any AWS Training Class held in Ireland:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Ireland Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.17. Israel.

For any AWS Training Class held in Israel:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Israel Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.18. Italy.

For any AWS Training Class held in Italy:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Italy Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.19. Japan.

For any AWS Training Class held in Japan:

- (a) The AWS contracting entity is Amazon Web Services Japan K.K.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 8-1, Shimomeguro 1-chome, Meguro-ku, Tokyo.

12.20. Malaysia.

For any AWS Training Class held in Malaysia:

- (a) The AWS contracting entity is Amazon Web Services Malaysia Sdn. Bhd.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: Level 21, Suite 21.01, The Gardens South Tower, Mid Valley City, Lingkaran Syed Pu.

12.21. Mexico.

For any AWS Training Class held in Mexico:

- (a) The AWS contracting entity is Amazon Web Services Mexico S. de R.L. de C.V.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: Paseo de las Palmas 405-301, Lomas de Chapultepec, D.F.

12.22. Netherlands.

For any AWS Training Class held in the Netherlands:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Netherlands Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.23. New Zealand.

For any AWS Training Class held in New Zealand:

- (a) The AWS contracting entity is Amazon Web Services New Zealand Limited.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 29 Albert Street, Auckland Central, New Zealand.

12.24. Philippines.

For any AWS Training Class held in Philippines:

- (a) The AWS contracting entity is Amazon Web Services Philippines, Inc.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: L29 Joy Nostalg Centre, 17 ADB Avenue, Ortigas Center, Pasig City, Metro Manila.

12.25. Poland.

For any AWS Training Class held in Poland:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Poland Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.26 Portugal

For any AWS Training Class held in Poland:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Portugal Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.
- (c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.27. Singapore.

For any AWS Training Class held in Singapore:

- (a) The AWS contracting entity is Amazon Web Services Singapore Private Limited.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 23 Church Street, Capital Square, Unit 10-01 to 10-04, 049481, Singapore.

12.28. South Africa.

For any AWS Training Class held in South Africa:

- (a) The AWS contracting entity is Amazon Web Services South Africa Proprietary Limited.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: PO Box 5914, Weltevreden Park, South Africa.

12.29. South Korea.

For any AWS Training Class held in South Korea:

- (a) The AWS contracting entity is Amazon Web Services Korea LLC.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 27th Floor Trade Tower, (Samsung-dong) 511, Yeongdongdaero, Gangnam-gu, Seoul, Korea

12.30. Spain.

For any AWS Training Class held in Spain:

- (a) The AWS contracting entity is Amazon Web Services EMEA SARL, Spain Branch.
- (b) For purposes of Section 10.4(b), the address for notices to AWS is: 5rue Plaetis, L-2338 Luxembourg.

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(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.31. Sweden.

For any AWS Training Class held in Sweden:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, Sweden Branch.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.32. Switzerland.

For any AWS Training Class held in Switzerland:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, Switzerland Branch.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.33. Taiwan.

For any AWS Training Class held in Taiwan:

(a) The AWS contracting entity is Amazon Web Services Taiwan Limited.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 10F., No. 1-7, Sec. 5, Zhongxiao E. Rd., Xinyi Dist., Taipei City 110, Taiwan.

12.34. Thailand.

For any AWS Training Class held in Thailand:

(a) The AWS contracting entity is Amazon Web Services (Thailand) Limited.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Bangkok, CRC Tower - All Seasons Place, 36/F CRC Tower, All Seasons Place, 87/2 Wireless Road, Lumpini, Phatumwan, Bangkok.

12.35. United Arab Emirates.

For any AWS Training Class held in the United Arab Emirates:

(a) The AWS contracting entity is Amazon Web Services MENA FZ LLC.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: Aurora Tower, 10th Floor, Office 1001, Dubai, United Arab Emirates.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg. If the arbitration process described in Section 10.9 ("Disputes") is not enforceable, the parties agree that any controversy, dispute or claim arising under or in connection with these Terms will be adjudicated in the courts of the Dubai International Financial Center (DIFC).

12.36. United Kingdom.

For any AWS Training Class held in the United Kingdom:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL, United Kingdom Branch.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.

12.37. Vietnam

For any AWS Training Class held in Vietnam:

(a) The AWS contracting entity is Amazon Web Services Vietnam Company Limited.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 6th Floor, Me Linh Point Tower, No. 2 Ngo Duc Ke Street, District 1, Ho Chi Minh City, Vietnam.

(c) The following is added at the end of Section 8 (Limitations of Liability): The parties acknowledge and agree that international commercial practices form the basis for their mutual agreement and entry into the provisions of this Section 8.

(d) Any controversy, dispute or claim arising out of or relating to the Terms will be resolved by arbitration at the International Court of Arbitration of the International Chamber of Commerce in accordance with its Rules of Arbitration. The arbitration will take place in Singapore. The number of arbitrators will be three. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The laws of Vietnam will govern the arbitration proceedings.

12.38. Other Europe, Middle East and African Countries.

For any AWS Training Class held in countries in Europe, Middle East or Africa, other than in a country expressly noted above:

(a) The AWS contracting entity is Amazon Web Services EMEA SARL.

(b) For purposes of Section 10.4(b), the address for notices to AWS is: 5 rue Plaetis, L-2338 Luxembourg.

(c) The laws of Luxembourg, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between you and us. Any dispute relating in any way to these Terms, including where a party seeks interim relief, will be adjudicated in a court of district of Luxembourg.