Comm-IT Cloud Provider (AWS) Customer Agreement

This Comm-IT Cloud Provider (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 Comm-IT Technology Solutions Ltd. ("**Comm-IT**", "**we**", "**us**" or "**our**") and you or the entity you represent ("**you**" or "**Customer**" or "**your**"). By accepting this Agreement, either by clicking a box indicating your acceptance, by executing an order (as defined below) or by accessing and/or using and/or otherwise exploiting the Service Offerings, you agree to be bound by the terms and conditions of this Agreement (and any appendix hereto). If you are entering into this Agreement on behalf of a company or other legal entity, such as the company you work for, you represent to us that you have the legal authority to bind such entity to the terms and conditions of this Agreement. This Agreement takes effect upon the earlier of (a) your acceptance of this Agreement as provided above; or (b) when you first access and/or use any of the Service Offerings (the "**Effective Date**"). In order to access and use the Service Offerings You are required to place an order with Comm-IT pursuant to Comm-IT's commercial proposal issued to you in respect of the Service Offerings ("**Proposal**"), describing one or more products or services we will be providing to you ("**Order/s**"). You understand that you are purchasing a cloud based service offered by Amazon Web Services, Inc. ("**AWS**") which we resell to you pursuant to a reseller agreement between AWS and us and any other agreement entered pursuant thereto (the "**Reseller Agreement**"). You also understand that Comm-IT is working with you to facilitate your use of the Service Offerings but that AWS is the underlying provider and that AWS owns and operates the equipment and technology used to deliver the Service Offerings. By entering this Agreement, you acknowledge that in addition to the terms and conditions of this Agreement, your use of the AWS Service Offerings is subject to the AWS Customer Agreement, a separate agreement between you and Amazon Web Services, Inc., a current version of which is located on https://aws.amazon.com/agreement/, which terms shall apply and inure to the benefit of Comm-IT and its affiliates. 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 AWS Service Terms (as defined below) 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 The Account. To access the Services, you must have and maintain an AWS Account. We will create an AWS Member Account for you, which is consolidated under the Our AWS Master Account or you will assign to us your existing AWS Account associated with a valid e-mail address. Unless explicitly permitted by the AWS Service Terms, we will only create one account per email address. For the purpose hereof, "**Master Account**" means Comm-IT's master AWS account, under which customers' member AWS accounts are consolidated for the purposes of management and billing; and "**Member Account**" refers to the AWS customer account(s) managed by Comm-IT via the Service, which is consolidated under the Master Account throughout the use of the Service.

   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 AWS 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 and such changes shall apply to the Services hereunder accordingly. We will notify you of any material change to or discontinuation of the Service Offerings we are notified of by AWS.

   2.2 In addition, AWS may change or discontinue any APIs for the Services from time to time. If AWS changes or discontinues any APIs for the Services, we may change or discontinue any APIs for the Services from time to time accordingly.

2.3 In addition, AWS may change, discontinue or add Service Level Agreements from time to time, If AWS changes, discontinues or adds service level agreements, we may change, discontinue or add service level agreements from time to time accordingly, in accordance with Section 12.

3. **Credentials and Data Privacy**.

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.34.2, you shall keep your Member Account credentials strictly confidential and shall not allow discloser or access to such information to any third parties or any unauthorized End User.

AWS has agreed to, without limiting Section 10 or your obligations under Section 4.2, to implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure. We shall not be liable for any failure by AWS to implements such appropriate measures or for any loss, access or disclosure of Your Content, unless caused as a result of our willful act or omission.

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 and AWS will not access or use Your Content except as necessary to maintain or provide the Service Offerings or any Comm-IT ancillary services, or as necessary to comply with the law or a binding order of a governmental body. We will not, and AWS has agreed not to, (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 (and in the event such order was issued to AWS, to the extent we are notified by AWS). AWS undertook to 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 In order to enable AWS to provide billing and administration services in connection with our Master Account (including the Members Accounts thereunder), AWS 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 support services and investigate fraud, abuse or violations of this Agreement (or the Reseller Agreement), AWS may process Service Attributes where AWS maintains its support and investigation personnel.

3.4 You agree that nothing in this Agreement will preclude AWS and/or us from capturing, retaining and using network or usage of your information whenever you accesses or use the AWS Site or the Services Offering.

4. **Your Responsibilities**.

4.1 Except to the extent caused by AWS breach of the Reseller Agreement which affects this Agreement or breach of this Agreement by us, (a) you are responsible for all activities that occur under your Member 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) AWS, we and our respective affiliates are not responsible for unauthorized access to your account.

4.2 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. Except to the extent caused by our willful act or omission, You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4.3 Except if otherwise specifically agreed in a separate agreement between us, in which case the terms of such agreement shall apply, You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup Your Member Account 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 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 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 support or services.

5. **Fees and Payments**.

5.1 You will pay us the applicable fees and charges for use of the Service Offerings as described in the applicable Proposal. We bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your Member Account is fraudulent or at risk of non-payment. All amounts payable by you under this Agreement will be made without setoff or counterclaim and without any deduction or withholding. We may increase or add new fees and charges for any existing Services you are using or new Services, by giving you 30 days' prior notice. We may 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 All fees and charges payable by you are exclusive of Indirect Taxes. We may charge and You shall pay all applicable Indirect Taxes at we are legally obligated or authorized to collect from you, unless 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. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you.

6. **Temporary Suspension.**

6.1 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 (I) AWS suspend the Services, or (II) in the event that we determine that: (a) your or an End User's use of or registration for the Service Offerings may be fraudulent, poses a security risk to the Service Offerings or any third party, could adversely impact our or AWS's systems, the Service Offerings or the systems Content of any other customer or may subject AWS, us, our respective affiliates or any third party to liability, (b) you are, or any End User is, in breach of this Agreement, including breach of your payment obligations under Section 5; or (c) 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 If we suspend your right to access or use any portion or all of the Service Offerings you remain responsible for all fees and charges you incur during the date of suspension, and if applicable, 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 in accordance with 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) You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide, through AWS, an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice or upon termination by AWS of the AWS services or the Service Offerings.

(b) (i) 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. (ii) We may also terminate this Agreement immediately upon notice to you (A) for cause if AWS has suspended the Services or we have the right to suspend under Section 6; (B) upon termination of the Reseller Agreement; or (C) in order to comply with the law or requests of governmental entities. No later than the Termination Date, you will close your Member Account or we shall close it on your behalf.

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) or unless AWS requires otherwise for any reason whatsoever, during the 30 days following the Termination Date: (i) we will not erase any of Your Content as a result of the termination nor will we instruct AWS to take action to remove from the AWS systems any of Your Content as a result of the termination; and (ii)we may and we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement including any charges for any post-termination use of the Service Offerings and all other amounts due. Any additional post-termination assistance from us is subject to mutual agreement by you and us. (iv) upon payment in full of the any all amounts due under section 7.(b)(iii) and securing an alternative payment method as required by AWS, we will reset Your Member Account credentials and provide you with a notification to that effect.

8. **Proprietary Rights.**

8.1 As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. You consent to AWS and our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 You represent and warrant to us and AWS 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 Services Offerings will violate the Acceptable Use Policy.

8.3 AWS or its 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 during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) 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 AWS, us or our respective 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 that AWS Content or Third-Party Content that is the subject of such separate license.

8.4 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 are 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. For the avoidance of doubt, the license to use the Services hereunder does not include the right to use any of the AWS Marks.

8.5 If you provide any Suggestions to us, AWS and/or our respective affiliates and licenses, we, AWS and our respective 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 any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

9. **Indemnification.**

9.1 You will defend, indemnify and hold harmless us, and 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 Member Account (other than due to our willful misconduct) 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 the 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) To the extent we are actually indemnified by AWS, subject to the limitations in this Section 9, we 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 us, AWS, our respective affiliates, and our/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 any 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, we will have no obligation or liability arising from your or any End User's use of the Services after we or 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(d), we will, at our 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, AWS, OUR RESPECTIVE 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**. AWS, WE AND OUR RESPECTIVE 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 AWS, WE NOR ANY OF OUR RESPECTIVE AFFILIATES AND 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 OR AWS DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) 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, OURS, AWS, AND OUR RESPECTIVE AFFILIATES AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED FIVE PERCENT (5%) OF THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (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 in the event of any modification to the Reseller Agreement, by providing notice to you in accordance with Section 13.8. The modified terms will become effective upon notice, or as stated in our notice. 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. 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 or AWS's assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for us as a party to this Agreement and we are 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 successors and permitted 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. 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 AWS Service Terms will control over this document.

13.3 Force Majeure. We, AWS and our respective 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 or AWS reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or 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 laws of the State of Israel, without reference to conflict of law rules, exclusively govern this Agreement and any dispute of any sort that might arise between you and us. The courts in Tel Aviv-Jaffa shall have exclusive jurisdiction in any matter concerning or resulting from the subject matter of this Agreement. Notwithstanding anything to the contrary in this Section 13.4, in the event of dispute between us and AWS arising out of or in connection with your use of the Services, the Member Account or otherwise in connection with your breach of this Agreement or any other liability arising

hereunder, we may join you as a party to such dispute and the respective provisions of the Reseller Agreement shall apply.

13.5 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.

13.6 Independent Contractors. We and you are independent contractors and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship, and neither party nor any of their respective agents has the authority to bind the other.

13.7 Confidentiality; Publicity. You may use Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose 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 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.

13.8 Notice. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices shall be given by personal delivery, registered mail, an overnight courier service that obtains a receipt to evidence delivery, or by e-mail. A notice sent by e-mail shall be regarded as having been received by the addressee only after receipt of an (non-automatic) e-mail confirmation by return confirming that the notice had been received (provided that such confirmation of receipt of the e-mail must occur within two (2) business days of receipt of the originating e-mail).

13.9 No Third Party Beneficiaries. Except AWS, its affiliates and licensors, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

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

13.11 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.**

14.1 "**Acceptable Use Policy**" means the policy located at http://aws.amazon.com/aup (and any successor or related locations

designated by us), as may be updated from time to time by AWS.

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

14.3 "**API**" means an application program interface.

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

14.5 "**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 the this Agreement.

14.6 "**AWS Site**" means http://aws.amazon.com (and any successor or related site as may be updated by AWS from time to time).

14.7 "**Confidential Information**" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective licensor, 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. Confidential Information includes: (a) nonpublic information relating to AWS, 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 AWS, we or our affiliates are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us. Confidential Information does not include any information that: (i) is or become publicly available without breach of this Agreement; or (ii) can be shown by documentation to have been known to you at the time of your receipt from us.

14.8 "**Content**" means software (including machine images), data, text, audio, video or images.

14.9 "**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 AWS), as such user guides and admin guides may be updated by AWS from time to time.

14.10 "**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 Member 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 Member Account.

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

14.12 "**Losses**" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

14.13 "**Policies**" means the Acceptable Use Policy, Privacy Policy, the Site Terms, the AWS 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.

14.14 "**Privacy Policy**" means the privacy policy located at http://aws.amazon.com/privacy (and any successor or related locations designated by AWS), as may be updated from time to time.

14.15 "**Service**" means each of the web services made available by AWS or its affiliates via

Comm-IT, including those web services described in the AWS Service Terms. Services do not include Third Party Content.

14.16 "**Service Attributes**" means Service usage data related to your Member Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

14.17 "**Service Level Agreement**" means all service level agreements that we offer with respect to the Services and included in the Proposal, as they may be updated by us from time to time.

14.18 "**Service Offerings**" means the Services (including associated APIs), the AWS Content, and any other product or service provided by AWS via Comm-IT under this Agreement. Service Offerings do not include Third Party Content.

14.19 "**AWS 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 AWS), as may be updated from time to time by AWS.

14.20 "**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 from time to time by AWS.

14.21 "**Suggestions**" means all suggested improvements to the Service Offerings that you provide to us.

14.22 "**Term**" means the term of this Agreement described in Section 7.1.

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

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

14.25 "**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 AWS), as they may be updated by AWS from time to time.

14.26 "**Your Content**" means Content you or any End User transfers to AWS for processing, storage or hosting by the Services in connection with your Member Account and any computational results that you or any End User derive from the foregoing through their use of the Services.