



## PRODUCT TERMS: AMAZON WEB SERVICES

### 1. Product Terms and Definitions

- 1.1. These Product Terms form part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them elsewhere in the Agreement.

### 2. Amazon Web Services Agreement

- 2.1. These Product Terms are applicable to the Customer's purchase from Aptum of subscriptions to AWS Services ("**Services**") of Amazon Web Services, Inc. ("**Vendor**"). By ordering the Services sold by Aptum and performed for the Customer by the Vendor, Customer acknowledges and agrees to comply with all Vendor terms and conditions applicable to the AWS Service available at <https://aws.amazon.com/service-terms/> as updated from time to time by the Vendor ("**Vendor Terms**").
- 2.2. Aptum will forward to Customer any notice from Vendor regarding the Customer's particular Services.
- 2.3. **Commencement Date of the Services** (a/k/a **Term Start Date**). Aptum shall endeavour to commence the Services hereunder as of the Commencement Date indicated on the applicable Order; however, the term of the Services, including the billing therefor shall commence as of the date that the Services are actually made available to the Customer as indicated by Amazon's AWS Management Console (as this term is defined below) or its authorized billing platform (the "**Billing Agent**").

### 3. Term and Ordering

- 3.1. Services are provisioned through AWS Management Console or Aptum Hybrid Cloud Manager by Aptum on instruction by and on behalf of the Customer, or by the Customer themselves.
- 3.2. If Customer terminates its use of a Service prior to the expiration of the then current Term of those Services, Customer shall remain responsible for the payment of Fees accrued up to the date of such termination and the amount of the Fees that would have been payable by the Customer for the remainder of such term.
- 3.3. Reserved Instance (also referred to as "**RI**"): Upon the Customer's election, the Customer may prepurchase certain virtual machines in certain geographies (as available) for a minimum committed term of either one (1) or three (3) year period for those Services (each a "**Term**"). Reserved Instance(s) can be managed by the Customer directly through AWS ("**Customer Managed RI**") or can be managed by Aptum on behalf of the Customer through Aptum's third-party AWS IR vendor ("**Managed RI Program**").
  - 3.3.1 The Customer shall not terminate the Services subject to the Customer Managed RI prior to the expiration of the applicable Term.
  - 3.3.2 The Customer may terminate the Services subject to Managed RI Program prior to the expiration of the applicable Term by providing Aptum with at least sixty (60) days prior written notice of such termination.
- 3.4. Customer is responsible for managing its consumption of the Services, including cancellation of any Services or applicable licenses through the AWS Management Console.
- 3.5. Aptum will not retain a copy or back-up of any data after Customer cancels its Services. It is the Customer's responsibility to retain a copy of its data prior to cancelling any Services.



- 3.6. Initial maximum consumption thresholds will apply to Customer. Customer may request these thresholds be raised by Aptum, such authorization may be subject to a credit check against the Customer.
- 3.7. For any termination, cancelation or transfer of an order, Customer must properly remove/unlink respective accounts from Aptum's portal. Aptum will continue to bill Customer for any usage or services until the following steps are completed:
  - o Agree to the terms of the Vendor Terms (as this term is defined below)
  - o Verify the account with the Vendor;
  - o Choose a suitable AWS support plan; and
  - o Upon Aptum's request, verify by email the removal/unlink of the account from the Aptum Portal.

#### 4. Fees

- 4.1. Customer shall be invoiced monthly in arrears for the aggregate consumption of Services consumed and the volume of licenses for the previous month. Invoices shall be payable in accordance with the terms of the Agreement.
- 4.2. Customer agrees to pay the Fees and other charges, if any for the Services as outlined in the Order. If Customer exceeds the usage limits applicable to the subscription for the Services, Customer shall pay for the then current Fees and other charges, if any for the Overage Product.
- 4.3. It is Customer's responsibility to keep up to date with payments. Aptum may suspend the Services, in accordance with the terms of Aptum's Terms of Business, in the event of non-payment.
- 4.4. The current pricing for the Services is as indicated in the AWS Management Console or Aptum Hybrid Cloud Manager. Customer can estimate their likely costs in the AWS Management Console prior to placing an order for Self-Managed Services.
- 4.5. The current pricing for the Services can be found in the AWS Pricing Calculator found here <https://calculator.aws/#/> The AWS Pricing Calculator does not provide pricing for Managed Services. There are two pricing elements to the Managed Services:
  - (a) Base subscription element – this is billed at a fixed rate per month, for each Managed Service subscription on the account;
  - (b) Variable usage element – this is billed as a percentage of the Customer's usage spend. The percentage billed is reduced as the overall spend increases, building an automatic volume discount into the price structure.

#### 5. Support

- 5.1. Aptum may recommend that the Customer purchase certain technical support programs made available by the Vendor to the Customer; despite the recommendation by Aptum, if any, it shall be at the sole discretion of the Customer to assess its own operational and business needs and to determine whether to purchase any such technical support programs from the Vendor. Aptum will provide initial contact and knowledgeable assistance to the Customer for support issues related to the Services. However, if Aptum determines that the support issue is solely related to the Services, then Aptum will facilitate the Customer to contact Vendor directly if covered by the terms of the Vendor's technical support program as purchased by the Customer. More information regarding such support program can be found at : <https://aws.amazon.com/fr/premiumsupport/pricing/>.



## 6. Public Sector

- 6.1. In the event that Customer sells the Services, including the AWS Service or any part thereof to a government agency or a publically funded organization (“**Public Sector Entity**”), Customer must incorporate the Vendor Public Sector Access Policy, available at <https://s3.amazonaws.com/Reseller-Program-LegalDocuments/AWS+Access+Policy.pdf> (as it may be updated by Vendor from time to time, and as may be made available on any successor or related site designated by Vendor) in its agreements with Public Sector Entity regarding the use of Services (“**Public Sector Agreement**”). Vendor may change the Public Sector Access Policy from time to time by posting a revised version to APN Partner Central or via email and Customer must incorporate such revised versions of the Public Sector Access Policy into any new Public Sector Agreements following such notice.

## 7. Indemnification

- 7.1. Customer will defend, indemnify, and hold harmless Aptum, its Vendors, AWS, their respective licensors, and each of their respective employees, officers, directors, and representatives from and against any losses or expenses arising from or related to any third-party claim concerning (a) a breach by Customer of any of the Customer’s obligations, representations, or warranties under these Product Terms, including without limitation the Customer’s breach of the Vendor Terms, if applicable; (b) any Public Sector Misconduct (as this term is defined by the Vendor Terms) by Customer, if any; or (c) except to the extent caused by Aptum or the Vendor’s gross negligence or willful misconduct, any violation by Customer of any requirements under these Product Terms, including, if applicable, Public Sector Requirements.