

SECTION 1. DEFINITIONS

“AWS” refers to Amazon Web Services

References to “AWS Infrastructure Services,” “AWS Resources” or “Infrastructure Services” herein mean the applicable virtual infrastructure services selected under the Order that are provided by AWS, as detailed in the current version of AWS Service Terms at <https://aws.amazon.com/service-terms/>.

“AWS Managed Cloud Services” or **“AWS Services”** is comprised of Provider’s access and ability to perform troubleshooting, request fulfilment and changes to Customer’s cloud environment on behalf of and at the request of Customer in accordance with the service levels identified on the Customer Order.

“AWS Service Start Date” is the date on which the first AWS subscription is established.

“CDR” or **“Customer Design Requirements”** form is supplied to Customer by Provider for the purposes of detailing Customer specific information or requirements relevant to the deployment of Provider Services.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the AWS Terms of Service.

SECTION 2. AWS INFRASTRUCTURE SERVICES

For Provider to resell a subscription for the Infrastructure Services to Customer and provision the associated AWS account(s), Provider must provide AWS the following information on a monthly basis:

- a. Customer name and contact information (including end-Customer name, telephone number, email address, city, state/region, country and zip/postal code).
- b. Customer’s AWS account ID(s) associated with the Provider AWS reseller account.

Accordingly, by using these Services, Customer consents to Provider's collection, use and disclosure of this information.

Customer acknowledges that the Infrastructure Services are strictly subject to the availability of the same from AWS, and that the Infrastructure Services and service-level agreements (SLAs) relating thereto may be subject to change, suspension or cancellation by AWS. This includes the termination or suspension of the Order and Customer's AWS account immediately if AWS or Provider determines Customer is in breach of its obligations under these terms the Agreement or any AWS policies or terms referenced below. Such termination is necessary to comply with law, a security or intellectual property issue, or if AWS no longer permits resale of the AWS Infrastructure Services. Provider shall endeavor to give as much prior notice of any change or cancellation of AWS Infrastructure Services as is provided by AWS. Customer acknowledges and agrees that Provider shall have no liability for a failure to provide the Services or any part thereof, where such failure relates to a change or discontinuance by AWS.

Customer acknowledges that AWS retains and reserves all rights, title and interest in and to the AWS Infrastructure Services, and all related technology and intellectual property rights. Customer agrees that it will not, nor will it attempt to:

- a. Modify, distribute, alter, tamper with, repair or otherwise create derivative works of any content included in the AWS Infrastructure Services (except to the extent content included in the AWS Infrastructure is provided to you under a separate license that expressly permits the creation of derivative works).
- b. Reverse engineer, disassemble or decompile the AWS Infrastructure Services or apply any other process or procedure to derive the source code of any software included in the AWS Infrastructure (except to the extent applicable law doesn't allow this restriction).
- c. Access or use the AWS Infrastructure Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

Except to the extent caused by our breach of Provider's obligations:

- a. Customer is responsible for all activities that occur under the use of your account and credentials, regardless of whether the activities are authorized or undertaken by Customer, its employees or a third party (including contractors or agents).
- b. Provider and its Affiliates are not responsible for unauthorized access to Customer's account.

Customer is responsible for ensuring that it requests Provider take the appropriate action to secure, protect and back up its accounts and content/data in a manner that will provide appropriate security and protection, which might include use of encryption to protect its content/data from unauthorized access and routine archiving of the same.

Customer may select from the Provider-supported AWS geographic regions in which Customer data will be stored and accessible by Customer and its end users. Provider will not move Customer data from the AWS regions selected on the Order or CDR form without Customer's instruction and without notifying Customer, unless:

- a. Required to comply with applicable law.
- b. Due to a change (see section below) by AWS.
- c. Requested by a governmental entity(ies) or regulator(s).

Accordingly, by using this Service, Customer consents to the processing of Customer data in, and the transfer of Customer data into the applicable AWS regions.

Customer will comply with the third-party vendor licensing terms and conditions that are applicable to the software package.

Upon termination of the Software Licensing Services, Customer will uninstall and immediately discontinue all use of the software provided under Software Licensing Services.

For all AWS EC2 Instances, as identified in the Order, Customer will:

- a. Provide Provider system administration security-level (e.g., administrator-level or root-level) access for each VM and, if Customer retains system administration security-level access, permit such access to be tracked by Provider.
- b. Obtain and maintain 24x7 maintenance agreements with the original software vendor for Customer provided software and notify the vendor of Provider's authorization to act as Customer's agent under the maintenance agreements.

With respect to firewall services, as identified in the Order:

- a. Customer may request Provider support for client virtual private network (VPN) services of Customer-licensed client VPN software.
- b. Customer is responsible for software management and configuration of Customer-managed VPN site-to-site endpoint(s).
- c. Provider does not monitor VPN persistence.

Provider maintains exclusive control of system administration security-level (e.g., administrator-level or root-level) access for firewall and load balancing services. Customer system administration access to firewall and load balancing services is not permitted.

Provider is not responsible for resolution of failures associated with:

- a. Software that is end of life or not otherwise supported by the vendor.
- b. Customer written or other software not supported by Provider.

For Provider to manage an Active Directory server, Customer must dedicate two servers exclusively as Active Directory domain controllers for each domain to be managed.

In connection with AWS EC2 instances, Provider will provide, install and configure the number and type of software packages identified in the Order and access to the software vendor for maintenance and support through Provider's maintenance agreement covering the software packages.

SECTION 3. MANAGED CLOUD FOR AWS

3.1. Service Tiers

Provider offers several Managed Cloud for AWS service tiers as well as optional add-on features, with each being identified on the Order and further detailed in Provider Managed Cloud for AWS ("Service Guide") at <https://1111systems.com/wp-content/uploads/2024/10/Managed-Cloud-Services-Guide-for-AWS-and-Azure.pdf>.

3.2. Scope of Services

In accordance with a completed CDR form, the terms of the Order and any mutually agreed-to amendment to the same, Provider will provide the following managed services for all tiers of Managed Cloud for AWS in connection with services hosted by AWS:

- a. Creation and configuration of an environment on behalf of Customer.
- b. Roles-based user access based on a predefined list of roles and responsibilities.
- c. Configuration, implementation, general monitoring, incident management and problem resolution support for AWS Resources.

Customer should refer to the Service Guide for a list of additional services specific to each tier or add-in service that may be on Customer Order.

As part of its continuing commitment to improve and evolve its Services, Provider may periodically make changes, in its reasonable commercial judgment, including, but not limited to, changes to the configuration or equipment comprising the Services.

SECTION 4. CUSTOMER BILLING

Billing is monthly and is comprised of the AWS Infrastructure Services subscription fees plus Provider Services fees, where;

- a. The monthly AWS Infrastructure Services fee for each invoicing period is usage based, as determined by Customer's consumption of AWS Resources;
- b. The monthly AWS Infrastructure Services fees scale up or down as a fixed percentage of the AWS Infrastructure Services fee for the same invoicing period;
- c. Monthly fees are subject to a fixed minimum "Commit" or "Reserved" fee as identified on the Order and billed in advance, with the usage-based "Burst" fees billed in arrears less the amount of the Reserved fee billed in advance;
- d. Should the combined usage based monthly Provider Management fee and AWS Infrastructure Services fee fall below the Reserve Fee amount, the Reserve Fee will still apply irrespective of actual usage;
- e. Should the quantity of virtual machines requested to be under management by Customer increase by five or more anytime during the term of the underlying services agreement, Provider will adjust the Reserved fee for the post-change billing period to be equal to the new total monthly fee minus the pass-through fee (if greater);
- f. Individual in advance and in arrears fees, along with their associated billing period will be identified on the Provider invoice(s) and may be issued in either combined or separate invoices;
- g. The date on which the first AWS subscription is established may precede the date Customer is provided access credentials to its Services to begin inward-bound migration of assets for execution of work. Notwithstanding anything to the contrary in the Order, the billing start date and the Term of the applicable Order shall be the same as the Service Start Date.

SECTION 5. USE OF SERVICES

5.1. Changes

Customer may order changes to AWS Resources via Provider service ticket as identified in the Service Guide. Changes to AWS Resources will be provided at the then-applicable rates. Any reductions in resources and fees are subject to any applicable minimum quantities or terms in effect for that resource.

For all AWS Managed Cloud Services, Customer may not go directly to AWS for any issues relating to the services, service-level questions or requests for remedies. Any queries or issues in relation to the same must be raised with Provider.

Where Customer does not use an automated portal to implement a change, Provider will create/amend any notified quota or subscription changes on behalf of Customer to AWS. Provider shall use reasonable efforts to make such changes in a reasonable time.

Changes to Customer's environment will be reflected in the billing from the date the change is completed successfully, which may also include any additional charges incurred by any associated changes to the AWS Managed Cloud Services.

5.2. General Usage

Provider will investigate any errors reported by Customer when the normal method to perform an administrative action on the AWS Resources by Customer does not function as expected. Provider will liaise with AWS on Customer's behalf on these issues, including raising support tickets as required.

5.3. Compliance

Customer is the primary processor and controller of all of its data and is solely responsible for the content of all Customer data and will secure and maintain all rights in Customer data necessary for Provider and AWS to provide the Services to Customer without violating the rights of any third party, or otherwise obligating Provider or AWS to Customer or to any third party.

For clarity, Customer is solely responsible for compliance related to the manner in which it chooses to access and use the AWS Infrastructure, including Customer's transfer and processing of its data and confidential information and the AWS region in which any of the foregoing occur. Customer represents and warrants that it and its financial institutions, or any party that owns or controls Customer or its 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 and 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).

Services provided pursuant to these terms are strictly subject to the availability of the same from AWS and that any Services and service level agreements relating thereto may be subject to change, suspension or cancellation by AWS. This includes the termination or suspension of the Order and Customer's Services immediately if AWS or Provider determines Customer is in breach of its obligations under these terms, the underlying services agreement, or any AWS policies or terms referenced herein if such termination is necessary to comply with law, a security or intellectual property issue, or if AWS no longer permits resale of any service. Provider shall endeavor to give as much prior notice of any change or cancellation of AWS Infrastructure Services as is provided by AWS. Customer acknowledges and agrees that Provider shall have no liability for a failure to provide the Services or any part thereof where such failure relates to a change or discontinuance by AWS.

SECTION 6. AWS SERVICE CREDITS

Customer will be entitled to claim service credits from AWS (via Provider acting as agent for Customer in its capacity as AWS reseller to Customer) for failures of the Infrastructure Services in accordance with the AWS SLAs for the applicable AWS services detailed at <https://AWS.amazon.com/de/legal/service-level-agreements/>. Customer must notify Provider of any service-level requests by the end of the next billing cycle after which the service incident occurred. Provider will make a claim with AWS on Customer's behalf and will notify Customer of any credits, confirmed by AWS as owing, within sixty (60) days of its request for such credits. Notwithstanding the standard treatment of any other service credits that Customer may receive from Provider for other non-AWS Provider Services, confirmed service credits shall be applied only against future purchases of the Managed Cloud for AWS Service from Provider. Provider accepts no liability to Customer in the event that AWS rejects any such service-level request.

SECTION 7. UNMANAGED AWS RESOURCES

Under the Order, Customer may choose AWS Infrastructure Services that are not managed by Provider. In this case, Provider will provision new and separate AWS Resources and provide Customer with root-level access into such new AWS Resources. By using unmanaged AWS Resources, Customer acknowledges and agrees that any unmanaged AWS Resources deployed are the sole responsibility of Customer and will not form part of the “Services” supplied under the Order. Provider will bill the unmanaged AWS Resources at a list price rate and will serve as a billing agent only.

Such new AWS Resources shall remain subject to Section 2 – AWS Infrastructure Services. Should Customer terminate all Managed Cloud for AWS Services under the Order, Provider shall be entitled to terminate its obligations as billing agent for such unmanaged AWS Resources and transfer all responsibilities relating to the same to Customer.

For all Unmanaged AWS resources on the Order, Customer will be required to go directly to AWS for any issues relating to the Infrastructure Services, service-level inquiries or requests for remedies. Any queries or issues in relation to the same should also be raised with AWS.

SECTION 8. ACKNOWLEDGEMENTS

THE INFRASTRUCTURE SERVICES ARE PROVIDED BY AWS. BY ENTERING INTO THE ORDER, CUSTOMER ACKNOWLEDGES THAT PROVIDER IS SUBSCRIBING TO THE INFRASTRUCTURE SERVICES PURELY FOR AND ON BEHALF OF THE CUSTOMER AND ACTING IN ITS CAPACITY AS A SOLUTION PROVIDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INFRASTRUCTURE SERVICES AND CUSTOMER’S USE THEREOF ARE STRICTLY SUBJECT TO THE CUSTOMER’S COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE USE OF THE SERVICE OFFERINGS AS WELL AS TERMS OF USE AND POLICIES (INCLUDING, WITHOUT LIMITATION, AWS’ ACCEPTABLE-USE POLICY) OF AWS SET OUT AT <https://AWS.amazon.com/legal/>.

These terms of use and policies include (but are not limited to) the applicable AWS service terms for the service offering used together with any SLAs relating thereto (and the same shall be deemed accepted upon use of the Infrastructure Services (without need for signature or inclusion herein). Customer will ensure that the content, information or data that it stores or processes using the Services (and/or requires Provider to process on its behalf) will not violate any AWS policies or any applicable law. Customer is solely responsible for the development, content, operation, maintenance and use of such content.

Customer will defend, indemnify and hold harmless Provider, 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 Customer's use of the AWS infrastructure (including any activities or processing of data or confidential information under its AWS account and use by its employees and personnel).

Customer is prohibited from reselling the Infrastructure Services, or from selling, transferring or sublicensing Customer's Provider or AWS account credentials to any other party (save to agents and subcontractors performing work on Customer's behalf).

Notwithstanding anything stated to the contrary in the underlying services agreement (or elsewhere in the Order) with respect to order of precedence, limitations of liabilities or warranties and their disclaimers, the parties agree that the following terms shall prevail and apply to the Services set out herein:

- a. Customer acknowledges and accepts that the AWS infrastructure services 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;
- b. Customer's sole and exclusive remedy for any unavailability, non-performance or other failure by AWS to provide the Infrastructure Services is the receipt of a credit pursuant to the terms of the relevant AWS SLAs;
- c. Provider, AWS and either party's respective affiliates and licensors will not be liable to Customer for any direct, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, revenue, Customers, opportunities, goodwill, use or data) relating to the use of the AWS infrastructure services, even if a party has been advised of the possibility of such damages.

In addition, Provider, AWS, and either party's respective affiliates or licensors will not be responsible for any compensation, reimbursement, or damages arising in connection with:

- a. Termination or suspension of this agreement or Customer's use of or access to the AWS Infrastructure,
- b. AWS' discontinuation of any or all of the AWS Infrastructure Services, or
- c. Without limiting any obligations under the AWS infrastructure SLAs, any unanticipated or unscheduled downtime of all or a portion of the AWS infrastructure for any reason; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures or commitments by Customer in connection with this agreement or Customer's use of or access to the AWS infrastructure; or (d) any unauthorized access to, alteration of or the deletion, destruction, damage, loss or failure to store any of Customer's content or other data.

Accordingly, neither Provider nor AWS makes any representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Infrastructure Services, including any warranty that the services or third-party materials will be uninterrupted, error free or free of harmful components, of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or quiet enjoyment, or that any materials, including Customer materials or the third-party materials, will be secure or not otherwise lost or damaged.

Customer acknowledges that reserved instances offer discounts on such resources in exchange for a commitment for a fixed period. Accordingly, Customer acknowledges that, by procuring any such reserved instances, it is entering into a binding commitment for the applicable fixed periods relating thereto (as specified by AWS). Therefore, should the Customer wish to terminate the Order earlier than the expiration of such reserved instances, Provider shall continue to bill and Customer shall continue to be liable to Provider under the terms of the existing Order for any fees relating to such subscriptions up until the expiration of, or early buyout of the applicable fixed period(s) relating thereto by Customer.