

The GSA logo consists of the letters "GSA" in a bold, white, sans-serif font, set against a solid blue square background.

# GSA Multiple Award Schedule

**JHC Technology, Inc.**  
**General Services Administration Information**  
**Multiple Award Schedule**  
**Authorized Federal Supply Schedule Price List Contract**  
**Number GS-35F-135BA**  
**December 27, 2013 – December 26, 2023**

Contract Administrator:

Hemant Datta | Chief Operations Officer | [hdatta@jhctechnology.com](mailto:hdatta@jhctechnology.com)

JHC Technology, Inc. | 163 Waterfront St., Suite 450, Oxon Hill, Md., 20745

[www.jhctechnology.com](http://www.jhctechnology.com)

The logo for JHC Technology, Inc. features the letters "JHC" in a large, bold, blue font. A stylized, curved line passes through the letters. Below this, the text "TECHNOLOGY, INC." is written in a smaller, blue, sans-serif font, followed by the tagline "Cloud. Simplified.™" in an even smaller font.

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL  
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 54151S Information Technology Professional Services  
Special Item No. 54151ECOM Electronic Commerce and Subscription Services  
Special Item No. 518210C Cloud Computing Services  
Special Item No. OLM Order-Level Materials (OLMs)

**SIN: 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D302 IT Systems Development Services  
FPDS Code D305 - Teleprocessing, Timeshare, and Cloud Computing  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D310 IT Cyber Security and Data Backup  
FPDS Code D316 IT Network Management Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**SIN: 54151ECOM - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

FPDS Code D304 Value Added Network Services (VANs)

**SIN: 518210C - CLOUD COMPUTING SERVICES**

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services.

**JHC Technology, Inc.**

163 Waterfront St., Suite 450, Oxon Hill, Md., 20745

800-792-1366

[www.jhctechnology.com](http://www.jhctechnology.com)

Contract Number: GS-35F-135BA

Period Covered by Contract: December 27, 2013 through December 26, 2023

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #25, dated May 30, 2019.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

<b>Section</b>	<b>Page</b>
Table of Contents .....	3

## Table of Contents

<b>Information For Ordering Activities .....</b>	<b>5</b>
Special Notice to Agencies .....	5
1. Geographic Scope of Contract .....	5
2. Contractor’s Ordering Address and Payment Information .....	5
3. Liability for Injury or Damage .....	5
4. Statistical Data for Government Ordering Office Completion of Standard Form 279 .....	6
5. FOB Destination .....	6
6. Delivery Schedule .....	6
7. Discounts .....	6
8. Trade Agreements Act of 1979, as Amended .....	7
9. Statement Concerning Availability of Export Packing .....	7
10. Small Requirements .....	7
11. Maximum Order .....	7
12. Use of Federal Supply Service Information Technology Schedule Contracts, In Accordance with FAR 8.404 .....	7
13. Federal Information Technology/Telecommunication Standards Requirement .....	7
14. Contractor Tasks / Special Requirements (C-FSS-370) .....	8
15. Contract Administration for Ordering Offices .....	9
16. GSA Advantage! .....	9
17. Purchase Open Market Items .....	9
18. Contractor Commitments, Warranties and Representations .....	9
19. Overseas Activities .....	10
20. Blanket Purchase Agreements (BPAs) .....	10
21. Contractor Team Arrangements .....	10
22. Installation, Deinstallation, Reinstallation .....	10
23. Section 508 Compliance .....	10
24. Prime Contractor Ordering From Federal Supply Schedules .....	11
25. Insurance – Work On A Government Installation (FAR 52.228-5) (JAN 1997) .....	11
26. Software Inoperability .....	11
27. Advance Payments .....	11
<b>Terms and Conditions Applicable to Information Technology (IT) Professional Services(Special Item Number 54151S .....</b>	<b>12</b>
1. Scope .....	12

---

2. Order .....	12
3. Time of Delivery .....	12
4. Performance Services .....	12
5. Stop Work Order (FAR 52.342-15)(AUG 1989).....	13
6. Inspection of Services.....	13
7. Responsibilities of the Contractor.....	13
8. Responsibilities of the Ordering Activity.....	13
9. Independent Contractor .....	14
10. Organization Conflicts of Interest.....	14
11. Invoices .....	14
12. Payments .....	14
13. Incidental Support Costs.....	15
14. Incidental Support Costs.....	15
15. Approval of Subcontracts .....	15
16. Description of IT/IAM Professional Services and Pricing .....	15
<b>Labor Category Descriptions.....</b>	<b>16</b>
<b>Labor Category Price List.....</b>	<b>31</b>
<b>Blanket Purchase Agreements (BPAs) .....</b>	<b>33</b>
<b>Basic Guideline for Using “Contractor Teaming Agreements” .....</b>	<b>35</b>
<b>Terms and Conditions Applicable to Electronic Commerce and Subscription Services</b>	
<b>(Special Item Number 54151ECOM and 518210C.....</b>	<b>36</b>
<b>AWS User Access Policy, Federal.....</b>	<b>46</b>
<b>Amazon EC2 Service Level Agreement (SLA) (Effective Date: June 1, 2013) .....</b>	<b>50</b>
<b>AWS Service Terms.....</b>	<b>57</b>
<b>AWS Service Descriptions to Pricing.....</b>	<b>72</b>
<b>AWS, Microsoft, Google Compute Cloud, GSuite, and CloudCheckr Price Lists. ....</b>	<b>84</b>

INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! ► on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage! ► and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women -owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**JHC Technology, Inc**  
**401 Post Office Road, Suite 201**  
**Waldorf, MD 20602**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**401-451-4831**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule Contract  
Block 16: Data Universal Numbering System (DUNS) Number: **961809790**  
Block 30: Type of Contractor: **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No** \*\*Yes or No\*\*

Block 37: Contractor's Taxpayer Identification Number (TIN): **27-198-2388**

Block 40: Veteran Owned Small Business (VOSB): **C. Not Veteran Owned Small Business**

- a. CAGE Code: **5YRC8**
- b. Contractor **has** registered with the System for Award Management (SAM) Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b><u>54151S</u></b>	<b><u>To be negotiated at the task order level</u></b> Days
<b><u>54151ECOM and 518210C</u></b>	<b><u>To be negotiated at the task order level</u></b> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

**7.1 Discounts for SIN 54151S – IT Professional Services**

- a. Prompt Payment: **2%, 20 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **N/A**
- c. Dollar Volume: **1.5% on single task order of \$200,000 or more**
- d. Other Special Discounts (i.e. Government Education Discounts, etc.): **Credit Card Discount of 1%, 10 days**

**7.2 Discounts for SIN 54151ECOM and 518210C – Electronic Commerce and Subscription Services and Cloud Computing Services**

- a. Prompt Payment: **2%, 20 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity / Dollar Volume: **1% discount per task/delivery order up to \$99,999.99; 2% discount per task/delivery order over \$100,000**
- c. Other Special Discounts (i.e. Government Education Discounts, etc.): **Credit Card Discount of 1%, 10 days**

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A**

**10. Small Requirements:** The minimum dollar of orders to be issued is **\$100**.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

**Special Item Number 54151S - Information Technology Professional Services**

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act.

Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619 -8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

#### **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

There are no limitations to the areas of delivery.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

#### **20. BLANKET PURCHASE AGREEMENTS(BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

#### **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

#### **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132 -8 or 132-9.

#### **23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

N/A

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS  
APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL  
SERVICES (SPECIAL ITEM NUMBER 54151S)

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS 4 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 4 OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227 -14 (Dec 2007) Rights in Data - General, may apply.

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## 9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

IT PROFESSIONAL SERVICES  
LABOR CATEGORY DESCRIPTIONS

JHC Technology, Inc. offers the following Labor Category Descriptions to support the effort contemplated herein.

**1. Title: Sr. SharePoint Developer**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution: Must have a minimum of 8 years of experience developing with Microsoft .Net and C# technologies.**

**Minimum Years of Experience:** Must have a minimum of 6 years of experience developing with Microsoft .Net and C# technologies, SharePoint, and ability to interpret and understand technical and functional specifications.

*Functional Responsibilities:* Design, develop and implement business applications using current technologies and architect solutions in SPS and WSS. Must have expert level knowledge in the administration, configuration and customization of SharePoint Portal Server and be able to architect and develop technical solutions from business requirements, as well as be able to take current business rules and provide improvements. Assist in the identification of a client's business needs and potential sales opportunities and contribute to business development activities such as presentations and proposals. Will be required to present and defend technical solutions and designs to clients. Will develop design documents (i.e., technical specification documents, functional requirement documents, object modules, system test plans). Must ensure successful completion of a solution that meets the projects requirements and perform technical evaluations of project team members, as well as assist and mentor consultants and serve as a technical resource across multiple projects. Must possess excellent systems analysis and design skills with full development life cycle experience. Must be self-motivated with the ability to set and meet deadlines on multiple projects without frequent supervision.

**2. Title: SharePoint Developer (Mid-Level)**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution: Must have a minimum of 5 years of experience developing with Microsoft .Net and C# technologies.**

**Minimum Years of Experience:** Must have a minimum of 3 years of experience developing with Microsoft .Net and C# technologies, SharePoint, and ability to interpret and understand technical and functional specifications.

*Functional Responsibilities:* Design, develop and implement business applications using current technologies and architect solutions in SPS and WSS. Must have knowledge in the administration, configuration and customization of SharePoint Portal Server and be able to architect and develop technical solutions from business requirements, as well as be able to take current business rules and provide improvements. Assist in the identification of a client's business needs and potential sales opportunities and contribute to business development activities such as presentations and proposals. Will develop design documents (i.e., technical specification documents, functional requirement documents, object modules, system test plans). Must ensure successful completion of a solution that meets the projects requirements and serve as a technical resource across multiple projects. Must possess advanced systems analysis and design skills with full development life cycle experience.

**3. Title: SharePoint Developer**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(b) Substitution:** Must have a minimum of 3 years of experience developing with Microsoft .Net and C# technologies.

**Minimum Years of Experience:** Must have a minimum of 2 years of experience developing with Microsoft .Net and C# technologies, SharePoint, and ability to interpret and understand technical and functional specifications.

*Functional Responsibilities:* Design, develop and implement business applications using current technologies and architect solutions in SPS and WSS. Must have knowledge in the administration, configuration and customization of SharePoint Portal Server and be able to architect and develop technical solutions from business requirements, as well as be able to take current business rules and provide improvements. Assist in the identification of a client's business needs and potential sales opportunities and contribute to business development activities such as presentations and proposals. Will develop design documents (i.e., technical specification documents, functional requirement documents, object modules, system test plans). Must ensure successful completion of a solution that meets the projects requirements and serve as a technical resource across multiple projects. Must possess advanced systems analysis and design skills with full development life cycle experience.

**4. Title: SharePoint Architect**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution:** Must have a minimum of 5 years of experience in SharePoint Architecture.

**Minimum Years of Experience:** Must have a minimum of 3 years of experience in SharePoint Architecture and design.

*Functional Responsibilities:* Works closely with customers to design solutions to meet their business needs by leading information gathering sessions to understand customer requirements, and demonstrates knowledge of client's issues, industry, and business operations. Develops workflows and custom extensions, provides in-depth technical knowledge and development expertise during pilot, proof of concept stage, and enterprise wide deployment. Establishes architectural and development standards around SharePoint solution. Trains customers in the use, administration, and customization of the software solutions. Ensures an ongoing client satisfaction focus from all team members. Contributes to the identification and development of service offerings, methodologies, and intellectual capital and uses professional concepts in accordance to solve complex problems in creative and effective ways, and works on complex problems where analysis of situations or data requires an in-depth evaluation of various factors. Works well with Project Managers, Developers, and Salespeople.

**5. Title: SharePoint Architect (Mid-Level)**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(b) Substitution:** Must have a minimum of 3 years of experience in SharePoint Architecture.

**Minimum Years of Experience:** Must have a minimum of 2 years of experience in SharePoint Architecture and design.

*Functional Responsibilities:* Works closely with customers to design solutions to meet their business needs by leading information gathering sessions to understand customer requirements, and demonstrates knowledge of client's issues, industry, and business operations. Develops workflows and custom extensions, provides in-depth technical knowledge and development expertise during pilot, proof of concept stage, and enterprise wide deployment. Establishes architectural and development standards around SharePoint solution. Trains customers

in the use, administration, and customization of the software solutions. Ensures an ongoing client satisfaction focus from all team members. Contributes to the identification and development of service offerings, methodologies, and intellectual capital and uses professional concepts in accordance to solve complex problems in creative and effective ways, and works on complex problems where analysis of situations or data requires an in-depth evaluation of various factors. Works well with Project Managers, Developers, and Salespeople.

**6. Title: SharePoint Administrator**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution: Must have a minimum of 2 years of experience in SharePoint administration and configuration.**

**Minimum Years of Experience:** Must have a minimum of 1 year of experience in SharePoint administration and configuration.

*Functional Responsibilities:* Design, develop, deploy, and support out-of-the-box solutions using SharePoint and SharePoint Designer. Install, configure, and troubleshoot SharePoint issues. Conduct performance analysis as needed and identify and execute viable solutions. Support and troubleshoot IIS and .NET applications. Perform security set-up, maintenance and administration. Create and execute project work tasks and plans. Determine most suitable presentation method, visual elements, and programmatic objects that meet design and business objectives. Evaluate available data access and storage methods and determine the appropriate implementation for the application requirements. Plan and execute appropriate unit and integration tests that ensure maximum code reliability and minimal defects. Develop an understanding of clients' business and suggest effective and well - designed solutions

**7. Title: Server Engineer**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(c) Substitution: Must have a minimum of 5 years of experience in server engineering and support.**

**Minimum Years of Experience:** Must have a minimum of 3 years of experience in server engineering and support.

*Functional Responsibilities:* Manages the design, implementation, and maintenance of distributed server networks and provides technical support in all aspects of distributed server networking to internal and external customers.

**8. Title: Analyst I**

**Minimum Education:** A.A or A.S degree

**(a) Substitution: Must have at least 3 years of on the job experience.**

**Minimum Years of Experience:** 1 Years or more in one or more of the disciplines associated with the Analyst labor category.

*Functional Responsibilities:* Applies management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles

for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**9. Title: Analyst II**

**Minimum Education: B.A or B.S degree**

**(b) Substitution: Must have at least 5 years of on the job experience.**

**Minimum Years of Experience: Must have a minimum of 2 years of experience in one or more of the disciplines associated with the Analyst labor category.**

*Functional Responsibilities:* Applies management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**10. Title: Analyst III**

**Minimum Education: Advanced Degree.**

**(c) Substitution: Must have at least 7 years of on the job experience.**

**Minimum Years of Experience: Must have a minimum of 4 years of experience in one or more of the disciplines associated with the Analyst labor category.**

*Functional Responsibilities:* Applies management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**11. Title: Analyst IV**

**Minimum Education: Advanced Degree.**

**(d) Substitution: Must have at least 10 years of on the job experience.**

**Minimum Years of Experience: Must have a minimum of 7 years of experience in one or more of the disciplines associated with the Analyst labor category.**

*Functional Responsibilities:* Applies management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**12. Title: Network Security Engineer**

**Minimum Education: B.S. in Computer Science, Network Engineering, or related discipline.**

**(a) Substitution: Must have at least 7 years of on the job experience.**

**Minimum Years of Experience: Must have a minimum of 10 years of experience in security network engineering.**

*Functional Responsibilities:* Serves as a senior engineer on a team that is responsible for providing secure solutions in both legacy and distributed environments. Must have hands-on experience with developing and implementing VPNs using PKI COTS based products. Experienced with conducting network security test and evaluation processes leading up to certification and accreditation on distributed networks. Understands and is familiar with the installation, configuration and implementation of various COTS based firewalls.

**13. Title: Senior Security Analyst**

**Minimum Education: B.S. in Computer Science, Network Engineering, or related discipline.**

**(a) Substitution: Must have at least 10 years of on the job experience.**

**Minimum Years of Experience: Must have a minimum of 7 years of experience in one or more of the disciplines associated with the Analyst labor category**

*Functional Responsibilities:* Possesses and applies expert technical knowledge in multiple professional fields with direct responsibility for the completion of projects of major complexity and importance. Recognized thought and strategy leader in professional and technical discipline. Establishes goals, plans, and practices, and manages the technical development work on complex projects with the application of new and unique technologies. Provides technical leadership and expert consultation to the client. Operates independently with responsibility for major contract tasks and deliverables. Applies management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications.

**14. Title: SQL DBA Administrator**

**Minimum Education: B.A. or B.S. degree in related discipline.**

(a) **Substitution:** Must have at least 5 years of on the job experience.

**Minimum Years of Experience:** Must have a minimum of 3 years of experience in DBMS system analysis and programming.

**Functional Responsibilities:** Must be capable of providing technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database backup and recovery procedures for the processing environments and ensures that data integrity, security, and recoverability are built into the DBMS applications.

**15. Title: Cloud Engineer I**

**Minimum Education:** B.A. or B.S. degree in related discipline.

(a) **Substitution:** Must have a minimum of 3 years of experience in managed systems engineering.

**Minimum Years of Experience:** Must have a minimum of 2 years of experience in managed systems engineering.

**Functional Responsibilities:** Under general direction, performs duties such as site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment. The managed system engineer shall perform duties on tasks that require expertise in system/processor architecture, wired for management baseline, desktop management interface, SNMP, client/server architecture, operating systems, software applications, network protocols, routers, switches, remote access servers, and firewalls.

**16. Title: Cloud Engineer II**

**Minimum Education:** B.A. or B.S. degree in related discipline.

(b) **Substitution:** Must have a minimum of 5 years of experience in managed systems engineering.

**Minimum Years of Experience:** Must have a minimum of 3 years of experience in managed systems engineering.

**Functional Responsibilities:** Under general direction, performs duties such as site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment. The managed system engineer shall perform duties on tasks that require expertise in system/processor architecture, wired for management baseline, desktop management interface, SNMP, client/server architecture, operating systems, software applications, network protocols, routers, switches, remote access servers, and firewalls.

**17. Title: Cloud Engineer III**

**Minimum Education:** B.A. or B.S. degree in related discipline.

(c) **Substitution:** Must have a minimum of 7 years of experience in managed systems engineering.

**Minimum Years of Experience:** Must have a minimum of 5 years of experience in managed systems engineering.

**Functional Responsibilities:** Under general direction, performs duties such as site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment. The managed system engineer shall perform duties on tasks that require expertise in system/processor architecture, wired for management baseline, desktop

management interface, SNMP, client/server architecture, operating systems, software applications, network protocols, routers, switches, remote access servers, and firewalls.

**18. Title: Cloud Administrator**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution:** Must have a minimum of 3 years of experience.

**Minimum Years of Experience:** Must have a minimum of 2 years of experience.

*Functional Responsibilities:* Under direct supervision, assists in site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment.

**19. Title: Application Architect**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution:** Must have a minimum of 7 years of experience application development and design.

**Minimum Years of Experience:** Must have a minimum of 5 years of experience application development and design.

*Functional Responsibilities:* Works independently designing and developing new application products or major enhancements to existing applications. May lead a large development team in design of highly complex applications. Acts as high-level technical expert, addressing problems of systems integration, compatibility, and multiple platforms. Responsible for project completion. Performs feasibility analysis on potential future projects to management.

**20. Title: Application Developer**

**Minimum Education:** B.A. or B.S. degree in related discipline.

**(a) Substitution:** Must have a minimum of 3 years of experience application development.

**Minimum Years of Experience:** Must have a minimum of 2 years of experience application development.

*Functional Responsibilities:* Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

**21. Title: Technical Project Manager**

**Minimum Education:** B.A. or B.S. degree.

**(a) Substitution:** Must have 10 years of experience, to include at least 2 years of experience indirect supervision of IT software development, systems integration, maintenance projects, and/or telecommunications management and at least 1 year of experience managing research and development (i.e., Internet or intranet) projects.

**Minimum Years of Experience:** Must have 7 years of IT, systems integration, or telecommunications

**experience, including at least 3 years of IT software management experience.**

*Functional Responsibilities:* Performs day-to-day management of delivery order projects for advanced technology projects that involve teams of data processing and other information systems and management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Demonstrates written and oral communication skills.

**22. Title: Trainer, Senior**

**Minimum Education: B.A. or B.S. degree.**

**(a) Substitution: Must have at least 7 years of on the job experience in information system development, training, or related fields.**

**Minimum Years of Experience: Must have a minimum of 5 years of experience in developing and providing IT and end user training on computer hardware and application software.**

*Functional Responsibilities:* Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Provides daily supervision of, and direction to, staff.

**23. Title: Trainer**

**Minimum Education: B.A. or B.S. degree.**

**(b) Substitution: Must have at least 5 years of on the job experience in information system development, training, or related fields.**

**Minimum Years of Experience: Must have a minimum of 3 years of experience in developing and providing IT and end user training on computer hardware and application software.**

*Functional Responsibilities:* Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Provides daily supervision of, and direction to, staff.

**24. Title: Blackberry Architect**

**Minimum Education:** B.A or B.S degree.

**(a) Substitution: Must have at least 12 years of on the job experience in enterprise architecture and administration.**

**Minimum Years of Experience:** Must have a minimum of 10 years of experience in enterprise architecture and administration.

*Functional Responsibilities:* The purpose of this role is to provide technical L2 / L3 support in order to ensure a high degree of customer satisfaction through SLA & Process Compliance. The emphasis would be on skills such as proactive metrics and improvement, work on escalated incidents and provide resolution. Excellent technical solution engineering, drive reactive problem management, direct/indirect involvement in architecture designing, Solution designing, delivery & documentation, and perform knowledge transfers and training. Must have customer sensitivity and rapid response, proactive and clear communication, quality and process, compliance, constant evaluation of exchange environment, and driving automation.

**25. Title: Technical Writer**

**Minimum Education:** Associates degree in related field.

**(a) Substitution: Must have at least 5 years of on the job experience editing technical documents.**

**Minimum Years of Experience:** Must have a minimum of 3 years of experience editing technical documents.

*Functional Responsibilities:* Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, and any other customer deliverables and documents. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

**26. Title: Business Analyst**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution: Must have at least 4 years of on the job experience**

**Minimum Years of Experience:** Must have a minimum of 4 years of experience

*Functional Responsibilities:* Work with clients and end users to gather, understand and define business requirements; Develop and Document User Stories, to-be process flows and work collaboratively with team members to design a solution that will meet a Client's business requirements and fulfill user stories; Assist the team the configuration for user stories using cloud-based technologies; Collaborate with developers to test that solutions will meet the business requirements; Participate in key meetings with Clients and end users such as requirement sessions, system demos, user acceptance testing or end user training

**27. Title: Systems Security Engineer - Senior**

**Minimum Education: Bachelors degree in related field.**

**(a) Substitution: Must have at least 7 years of on the job experience**

**Minimum Years of Experience: Must have a minimum of 10 years of experience**

*Functional Responsibilities:* Monitor, manage and respond to security related events (such as classified data spills, viral code outbreaks, improper usage, unauthorized access, etc) that may occur on the network and report such events to management and take an aggressive and leading role in resolving such issues immediately when they occur. Create, maintain and enhance support documentation specific to the security of the entire enterprise (Systems Security Plan, Policy Documentation, documents specific to the Certification and Accreditation of the AWS Solution). Initiate, with the approval of customer management, protective or corrective measures when security vulnerabilities are discovered. Conduct Critical and Security patch management.

**28. Title: Developer – Junior**

**Minimum Education: Bachelors degree in related field.**

**(a) Substitution: Must have at least 2 years of on the job experience including working knowledge of one major programming language.**

**Minimum Years of Experience: Must have a minimum of 2 years of experience**

*Functional Responsibilities:* Develop information systems by studying operations. Design, develop, and install software solutions. Support and develop with other members of the software team. Research, design, develop, and/or modify enterprise-wide systems and/or applications software. Plan system and development deployment and meet software compliance standards. Evaluate interface between hardware and software, operational requirements, and characteristics of overall system. Document testing and maintenance of system corrections. Familiarity with Source Control.

**29. Title: Developer - Mid**

**Minimum Education: Bachelors degree in related field.**

**(a) Substitution: Must have at least 5 years of on the job experience**

**Minimum Years of Experience: Must have a minimum of 4 years of experience, including two years in specialized software design and proficiency in at least one major programming language.**

*Functional Responsibilities:* Participate in the re-design and development of a web-based system, including requirement gathering and estimation. Develop tests for use in automated test frameworks, including unit and functional tests. Ensure compliance with various project standards and requirements. Ensure industry best practices and assets are leveraged when necessary. Demonstrate strong analytical and critical thinking skills with ability to manage and solve multiple, complex problems. Familiarity with Source Control and Agile/Scrum methodologies.

**30. Title: Developer - Senior**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 10 years of on the job experience

**Minimum Years of Experience:** Must have a minimum of 8 years of experience, including four years in specialized software design roles.

*Functional Responsibilities:* Collaborate with other developers to plan, design, develop, and test components & applications. Participate in peer-reviews of solution designs and related code. Advise in a client facing role best practices and industry standards. Direct automated testing activities, including debugging, performance profiling, and optimization. Direct efforts using agile development methodology and scrum. Provide comprehensive understanding of object-oriented and service-oriented application development techniques, best practices, design patterns and anti-patterns. Utilize configuration management software like Ansible, Chef, Puppet, and SaltStack.

**31. Title: Cloud Architect -SME**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 12 years of on the job experience

**Minimum Years of Experience:** Must have a minimum of 3 years of experience with specialization in cloud technologies

*Functional Responsibilities:* Defines the Cloud Architecture for both pure and hybrid cloud solutions. Possess and maintain a deep understanding of IaaS and PaaS services offered on cloud platforms and understand how to use them to design solutions for complex business problems. Work with Security teams to ensure solutions comply with FISMA controls and Federal security policies. Participate in the creation of a DevOps-enabled automated CI/CD solution that delivers tools and processes for rapid application development efforts and on-going production operations. Collaborate with development, operations, and infrastructure teams to develop sound automation solutions. Troubleshoot automation issues and find practical solutions to address barriers, enabling forward movement in the application lifecycle. Be a trusted advisor for DevOps initiatives by providing objective and relent ideas, insights and guidance. Plan, organize, and execute multiple responsibilities to achieve project goals and provide technical leadership to move projects to completion. Ensure deliverables are completed on time and of high-quality. Acts as a subject-matter expert to multiple tasks and/or programs. Maintains current knowledge of relevant technology as assigned.

**32. Title: Cloud SME I**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 12 years of on the job experience.

**Minimum Years of Experience:** Must have a minimum of 4 years of experience in specialized cloud technologies

*Functional Responsibilities:* Define the Cloud Architecture for both pure and hybrid cloud solutions. Possess and maintain a deep understanding of IaaS and PaaS services offered on cloud platforms and understand how to use them to design solutions for complex business problems. Participate in peer-reviews of solution designs and related code. General AWS architectural guidance and support for a variety of public facing and internal facing assets. Provide support in implementing policies and procedures. Provide Python, Bash, and CloudFormation scripting support. Participate in the creation of a DevOps-enabled automated CI/CD solution that delivers tools and processes for rapid application development efforts and on-going production operations. Collaborate with development, operations, and infrastructure teams to develop sound automation solutions. Troubleshoot automation issues and find practical solutions to address barriers, enabling forward movement in the application lifecycle. Plan, organize, and execute multiple responsibilities to achieve project goals and provide technical leadership to move projects to completion. Ensure deliverables are completed on time and of high-quality. Experience with automated testing. Experience with agile development methodologies & Scrum. Experience with debugging, performance profiling and optimization. Comprehensive understanding of object-oriented and service-oriented application development techniques, best practices, design patterns and anti-patterns.

**33. Title: Technical Delivery Manager**

***Minimum Education:* Bachelors degree in related field.**

***(a) Substitution:* Must have at least 10 years of on the job experience.**

***Minimum Years of Experience:* Must have a minimum of 10 years of with 3 years in client-facing roles delivering technical solutions.**

*Functional Responsibilities:* Deliver projects and products using the appropriate agile project management methodology, learning and iterating frequently. Work with the product owner to define the roadmap for any given product and translating this into user stories. Lead the collaborative, dynamic planning process – prioritizing the work that needs to be done against the capacity and capability of the team. Matrix-manage a multi-disciplinary team. Coordinate as necessary across projects and leading the effort to provide Agile sprint and release progress metrics. Ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production). Active and open sharing of knowledge of best practices. Lead team meetings and identify progress blockers. Provide upstream project reporting and needs.

**34. Title: Senior Database Administrator**

***Minimum Education:* Bachelors degree in related field.**

***(a) Substitution:* Must have at least 10 years of on the job experience.**

***Minimum Years of Experience:* Must have a minimum of 10 years of with 4 years in a specialized database environment.**

*Functional Responsibilities:* Operational RDBMS and NoSQL database lead. Leads workgroups and/or functions as a technical expert in Database Management services. Resolves and makes decisions on more complex or non-routine service requests with limited to moderate risk. Performs research, analysis, design, creation and implementation of infrastructure systems to meet current and future user requirements. Ensures achievement of contracted service delivery outcomes. Monitors multiple projects to successful completion, maintaining scope within the time and budget constraints. Ensures existing services are managed and new initiatives are delivered according to departments financial guidelines. Mentors junior team members to grow breadth and depth of expertise within or across primary and secondary infrastructure software service areas

**35. Title: Cloud Consultant- I**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 4 years of on the job experience.

**Minimum Years of Experience:** Must have a minimum of 2 years experience in cloud administration.

*Functional Responsibilities:* Ensures existing services are managed and new initiatives are delivered according to departments financial guidelines. Support deployment orchestration using CloudFormation, Python, Jenkins and GitHub. Analyze IT infrastructure and providing cost effective Cloud solutions. Create migration plan to cloud including disaster recovery to other regions. During the implementation of the project, leverage the power of AWS services including VPC, secured VPN tunnels, VPC peering, secured subnets for segregation of the assets, security groups to build highly secured network, cloud trail to track the changes, RDS, EC2 instances, Command Line Interfaces(CLI). Built custom solution using Perl, Python and Boto. Experience with the maintaining and supporting various technology environments. Comprehensive understanding of common operating platforms, connectivity, security and storage. Understanding of domains, TCP/IP, VPN's and firewalls. Proven communication and organizational skills required. Must have ability to communicate at all levels within an organization

**36. Title: Cloud Consultant- II**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 6 years of on the job.

**Minimum Years of Experience:** Must have a minimum of 4 years, including a cloud certification

*Functional Responsibilities:* Provide ongoing support and training for seven teams supporting the migration of assets to the cloud. Design, implement, and test software for mobile, cloud, web, and other platforms. Provide expert knowledge on Java, open-source technologies, or .NET platforms. Work as a member of the client team and/or project team member. Provide direct daily support for operations team lead. General cloud architectural guidance and support for a variety of public facing and internal facing assets. Provide support in implementing policies and procedures. Support deployment orchestration using CloudFormation, Python, Jenkins and GitHub. Analyze IT infrastructure and providing cost effective Cloud solutions. Create migration plan to cloud including disaster recovery to other regions. Participate in software requirements and test plan reviews. Design and Build cloud-based software design, integration process, and deployment model. Develop open-source software leveraging cloud services. Support operations and testing activities. Maintain a version-controlled code repository. Support functional and performance testing activities. Support operational deployment troubleshooting and issue resolution.

**37. Title: Cloud Consultant- III**

**Minimum Education:** Bachelors degree in related field.

**(a) Substitution:** Must have at least 10 years of on the job.

**Minimum Years of Experience:** Must have a minimum of 10 years, including cloud professional certification

*Functional Responsibilities:* Provide ongoing support and training for teams supporting the migration of assets to the cloud. Create Provide thought and technical design leadership with Cloud Solutions. Serve as a technical SME for cloud services, providers, and platforms. Act as a change agent for technologies and supporting processes to maximize results measured by performance and availability, business agility, technology freshness, and cost optimization. Lead cloud application architecting sessions with stakeholders. Execute prototypes and technical feasibility assessments for cloud solutions. In depth knowledge and hands on experience with the full range of cloud service providers/solutions, inclusive of AWS and Microsoft Azure offerings. Experience in assessment, evaluation, and documentation of client existing environment, infrastructures and operations. Experience in communicating and demonstrating the value of cloud solutions to a variety of stakeholders. Proven ability to lead change across large platforms using innovative technology solutions. Experienced in automating production cloud workloads. Understand Service-Oriented Architecture (SOA and REST). Anticipates risks and obstacles and develops plans for mitigation. Creates actionable strategies and operational plans.

**38. Title: Cloud Specialist**

***Minimum Education:* Bachelors degree in related field.**

***(a) Substitution:* Must have at least 4 years of on the job.**

***Minimum Years of Experience:* Must have a minimum of 3 years experience, including cloud certification**

*Functional Responsibilities:* Provide technical support in developing and implementing cloud solutions. Develop presentations and design diagrams for management. Develop proof of concepts around design, development and configuration of cloud solutions. Assist in building cost optimization model for customer's cloud environments. Assist in building and administrating hybrid cloud environments leveraging AWS, Azure and Google. Familiarity with FedRAMP and A&A. Utilize DevOps methodology using .NET, Java, Python or PHP.

LABOR CATEGORY PRICE LIST

LABOR CATEGORY	Year 1 (Dec 27, 2018 - Dec 26, 2019)	Year 2 (Dec 27, 2019 - Dec 26, 2020)	Year 3 (Dec 27, 2020 - Dec 26, 2021)	Year 4 (Dec 27, 2021 - Dec 26, 2022)	Year 5 (Dec 27, 2022 - Dec 26, 2023)
Sr. SharePoint Developer	\$119.70	\$122.69	\$125.76	\$128.90	\$132.12
SharePoint Developer (Mid)	\$99.14	\$101.62	\$104.16	\$106.77	\$109.44
SharePoint Developer	\$98.52	\$100.98	\$103.50	\$106.09	\$108.74
SharePoint Architect	\$119.70	\$122.69	\$125.76	\$128.90	\$132.12
SharePoint Architect (Mid)	\$106.40	\$109.06	\$111.78	\$114.58	\$117.44
SharePoint Administrator	\$75.37	\$77.25	\$79.18	\$81.16	\$83.19
Server Engineer	\$106.40	\$109.06	\$111.78	\$114.58	\$117.44
Analyst I	\$83.74	\$85.83	\$87.98	\$90.18	\$92.43
Analyst II	\$108.37	\$111.08	\$113.85	\$116.70	\$119.62
Analyst III	\$115.95	\$118.85	\$121.82	\$124.87	\$127.99
Analyst IV	\$119.70	\$122.69	\$125.76	\$128.90	\$132.12
Business Analyst	\$109.94	\$112.69	\$115.51	\$118.40	\$121.36
Network Security Engineer	\$98.52	\$100.98	\$103.50	\$106.09	\$108.74
SQL DBA Administrator	\$98.52	\$100.98	\$103.50	\$106.09	\$108.74
Senior Database Administrator	\$140.45	\$143.96	\$147.56	\$151.25	\$155.03
Developer- Jr	\$102.45	\$105.01	\$107.63	\$110.33	\$113.08
Developer - Mid	\$124.13	\$127.23	\$130.42	\$133.68	\$137.02
Developer -Senior	\$172.01	\$176.31	\$180.72	\$185.24	\$189.87
Cloud Consultant I	\$123.93	\$127.03	\$130.20	\$133.46	\$136.79
Cloud Consultant II	\$133.02	\$136.34	\$139.75	\$143.25	\$146.83
Cloud Consultant III	\$173.50	\$177.84	\$182.28	\$186.84	\$191.51
Cloud Engineer I	\$106.40	\$109.06	\$111.78	\$114.58	\$117.44
Cloud Engineer II	\$115.95	\$118.85	\$121.82	\$124.87	\$127.99
Cloud Engineer III	\$119.70	\$122.69	\$125.76	\$128.90	\$132.12
Cloud Architect SME	\$150.73	\$154.50	\$158.36	\$162.32	\$166.38
Cloud SME I	\$186.20	\$190.85	\$195.62	\$200.51	\$205.53
Cloud Administrator	\$67.98	\$69.68	\$71.42	\$73.20	\$75.03
Cloud Specialist	\$101.96	\$104.51	\$107.13	\$109.80	\$112.55
Application Architect	\$108.37	\$111.08	\$113.85	\$116.70	\$119.62
Application Developer	\$98.52	\$100.98	\$103.50	\$106.09	\$108.74
Technical Project Manager	\$133.00	\$136.32	\$139.73	\$143.22	\$146.80
Technical Delivery Manager	\$186.20	\$190.85	\$195.62	\$200.51	\$205.53
Trainer, Senior	\$119.70	\$122.69	\$125.76	\$128.90	\$132.12
Trainer	\$75.37	\$77.25	\$79.18	\$81.16	\$83.19
Blackberry Architect	\$83.74	\$85.83	\$87.98	\$90.18	\$92.43
Technical Writer	\$106.40	\$109.06	\$111.78	\$114.58	\$117.44
Senior Security Analyst	\$133.00	\$136.32	\$139.73	\$143.22	\$146.80
Systems Security Engineer-Senior	\$148.72	\$152.43	\$156.24	\$160.15	\$164.15

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME) BLANKET  
PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be .

(4) This BPA does not obligate anyfunds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

---

### BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- ② The customer identifies their requirements.
- ② Federal Supply Schedule Contractors may individually meet the customers needs, or -
- ② Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- ② Customers make a best value selection.

TERMS AND CONDITIONS  
APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION  
SERVICES  
(SPECIAL ITEM NUMBER 54151ECOM and 518210C)

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151ECOM and 518210C Electronic Commerce and Subscription Services apply exclusively to Electronic Commerce and Subscription Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(e) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(f) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(g) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(h) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS 4 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 4 OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227 -14 (Dec 2007) Rights in Data - General, may apply.

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## 9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(c) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(d) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151ECOM and 518210C and should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all Electronic Commerce and Subscription Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial Electronic Commerce and Subscription Services should be presented:

**EXAMPLE:**

MFR Part Number	Product Description Unit GSA Price	Unit	GSA Price
EC2-USE-03-K8-04-00	EC2 - US East (Northern Virginia) - On-Demand c4.8xlarge Red Hat Enterprise Linux	per Hour	1.721

This document contains the terms and conditions that govern access to and use of the Service Offerings (as defined below)

## 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 (SLA's) may apply to certain Service Offerings. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings as detailed herein.

1.2 Your Account. To access the Services, JHC Technology will create an AWS account associated with a valid e-mail address for you and provide you access to this account via Identity & Access Management (IAM). Unless explicitly permitted by the Service Terms, we may only create one account per email address. You are responsible for all activities that occur under your account while under IAM access and as highlighted in our Federal User Access Policy, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 6.

1.3 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your solerisk.

## 2. Changes.

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality 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, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

2.3 To the Service Level Agreements. Any changes to the Service Level Agreements will be forwarded for review and approval.

## 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.

Because the JHC Reseller account has access to billing data for its customer accounts and sets payment methods, JHC secures its AWS reseller account in the following manner in order to further protect its customer's data:

- JHC requires all users to use AWS multi-factor authentication (MFA) when access the JHC reseller account.
- JHC implements the following strong password policy: least 10 characters long, with uppercase and lowercase letters, at least one number, and at least one special character.
- JHC implements least privilege administration within AWS IAM accounts and has a designated AWS IAM Group that will have access to review consolidated billing.

3.2 Data Privacy. We participate in the safe harbor programs described in the Privacy Policy. You may specify the AWS regions in which Your Content will be stored and accessible by End Users. We will not move Your Content from your selected AWS regions without notifying you, unless required to comply with the law or requests of governmental entities. You consent to our collection, use and disclosure of information associated with the Service Offerings in accordance with our Privacy Policy, and to the processing of Your Content in, and the transfer of Your Content into, the AWS regions you select.

#### 4. Your Responsibilities

4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- (a) the technical operation of Your Content, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
- (b) compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Content; and
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

4.2 Other Security and Backup. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving Your Content. AWS log-in credentials and private keys generated by the Services are for your internal use only and you may 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.

4.3 End User Violations. 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 by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

4.4 End User Support. You are responsible for providing customer service (if any) to End Users. 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. Temporary Suspension

5.1 Generally. Suspension based on:

- (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) may adversely impact the Service Offerings or the systems or Content of any other AWS customer, or (iii) may subject us, our affiliates, or any third party to liability;
- (b) you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days; 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 will be handled in accordance with FAR 52.233-1.

#### 6. Term; Termination

6.1. Term. The term of this Agreement will be consistent with the term of the services appropriated under this agreement, unless terminated otherwise.

6.2. Effect of Termination.

(a) Generally. Upon any termination of this Agreement:

- (i) all your rights under this Agreement immediately terminate;
- (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
- (iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and
- (iv) Sections 4.1, 5.2, 7.3, 8 (except the license granted to you in Section 8.4), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. During the 30 days following termination:

- (i) we will not erase any of Your Content as a result of the termination;
- (ii) you may retrieve Your Content from the Services; and
- (iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers, which includes transfer of your AWS accounts and datacenter account numbers to another authorized AWS reseller.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## 7. Proprietary Rights

7.1 Your Content. 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 our use of Your Content to provide the Service Offerings to you and any End Users. We may disclose Your Content to provide the Service Offerings to you or any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

### 7.2 Reserved

7.3 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 Your Submissions; (b) you have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, Your Submissions or End Users' use of Your Content, Your Submissions or the Services Offerings will violate the Acceptable Use Policy.

7.4 Service Offerings License. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. 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 8.4, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights. Some AWS Content may be provided to you under a separate license, such as the Apache Software License, in which case that license will govern your use of that AWS Content.

7.5 License Restrictions. Neither you nor any End User may 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 may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software 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, or (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas.

## 8. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED “AS IS.” WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## 9. Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, 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 SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (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, OUR AND OUR AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

This clause shall not impair the US Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§3729-3733.

## 10. Modifications.

Modifications to terms and conditions and features of the service offering will be provided for review and approval. No changes to the existing service offerings will be made until mutual agreement to the revisions have been agreed upon. The Parties agree that revisions will be addressed in an expeditious manner.

## 11. Miscellaneous.

### 11.1 Confidential Information and Confidentiality Obligations

(a) “Confidential Information” or “CI” of a Party will mean any and all technical and non-technical information disclosed by such Party (“Disclosing Party”) to the other Party (“Receiving Party”) during the term of this Agreement and labeled at the time of such disclosure as “Confidential” or bearing a similar legend, and all other information that the Parties knew, or reasonably should have known, was the CI of the other Party. “CI” may include without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of

Disclosing Party's employees, contractors, and other agents; and (iv) the existence of any business discussions, negotiations, or agreements between Disclosing Party and Receiving Party or any third party.

(b) Confidentiality Obligations. Subject to the section titled Exclusions, Receiving Party agrees that it will (i) hold in confidence and not disclose to any third party any CI of Disclosing Party, except as approved in writing by Disclosing Party; (ii) protect such CI with at least the same degree of care that Receiving Party uses to protect its own CI, but in no case, less than reasonable care; (iii) use the Disclosing Party's CI for no purpose other than the Permitted Use; (iv) limit access to Disclosing Party's CI to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's CI. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

(c) Exclusions. Receiving Party has no obligations under this Agreement with respect to any portion of Disclosing Party's CI if such Receiving Party can demonstrate with competent evidence that such portion (i) was in the public domain at the time it was communicated to Receiving Party by Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to Receiving Party by Disclosing Party, through no fault of Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence prior to the time it was communicated to Receiving Party by Disclosing Party; (iv) was rightfully communicated to Receiving Party free of any obligation of confidence subsequent to the time it was communicated by Disclosing Party; (v) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; or (vi) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the above, Receiving Party may disclose Disclosing Party's CI, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Receiving Party gives Disclosing Party reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the CI so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

11.2 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, 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.

11.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and 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.

11.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.5 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. 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.

11.6 Import and Export Compliance. Receiving Party agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations. 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.

#### 11.7 Notice.

(a) To You. We may provide any notice to you under this Agreement by sending a message to the email address then associated with your account. 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 as follows: (i) by facsimile transmission to 206-266-7010; or (ii) by personal delivery, overnight courier or registered or certified mail to Amazon Web Services LLC, 410 Terry Avenue North, Seattle, WA 98109-5210. 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 this Agreement must be in the English language.

11.8 No Assignment. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

11.9 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.

11.10 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.11 Governing Law; Venue. The federal laws of the United States, 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.

11.12 Entire Agreement. This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement, namely terms and conditions that govern your access to and use of the Service Offerings. 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. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. 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. 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.

## AWS USER ACCESS POLICY FEDERAL

This Access Policy (“Access Policy”) governs your access to and use of the Services (as defined below) of Amazon Web Services, Inc. (“AWS”) provided to you by JHC Technology (systems integrator, reseller, or services provider, “Provider”). It sets out the additional rules, conditions and restrictions that apply to you or the entity you represent (“you”) for use of the Services. In this Access Policy, “we”, “us”, or “our” means AWS and any of its affiliates. Please see Section 8 for definitions of capitalized terms.

### 1. Use of the Services.

1.1 Generally. You are provided access to the Services by your Provider. Your use of and access to the Services are governed by the agreement between you and Provider. This Access Policy supplements the terms of such agreement and may updated by us from time to time. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Policies.

1.2 Account Keys. Provider may provide you with AWS account keys which will allow you to directly access the Services via Provider’s account(s). We are not responsible for any activities that occur under these account keys, regardless of whether the activities are undertaken by you, Provider or a third party (including your employees, contractors or agents) and we are also not responsible for unauthorized access to the account.

1.3 Third Party Materials. Through the use of Provider’s AWS account(s), you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your solerisk.

### 2. Your Responsibilities

2.1 Your Materials. You are solely responsible for the development, content, operation, maintenance, and use of Your Materials with the Services. For example, you are solely responsible for:

- (a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current application program interfaces for that Service;
- (b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Materials;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person’s rights, including notices pursuant to the Digital Millennium Copyright Act;
- (e) any action that you permit, assist or facilitate any person or entity to take related to this Access Policy, Your Materials or use of the Services; and
- (f) End Users’ use of Your Materials and the Services and ensuring that End Users comply with your obligations under this Access Policy and that the terms of your agreement with each End User are consistent with this Access Policy.

2.2 Other Security and Backup. You or Provider are solely responsible for properly configuring and using the Services and taking steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

2.3 End User Violations. If you become aware of any violation of your obligations under this Access Policy by an End User, you will immediately terminate such End User’s access to Your Materials and the Services.

### 3. Service Interruption.

3.1 General. We may suspend the AWS account(s) through which you access the Services immediately if we determine your or an End User’s use of the Services (i) violates the terms of this Access Policy (including the Acceptable Use Policy or Service Terms); (ii) poses a security risk to the Services or any other AWS customer, (iii)

may harm our systems or the systems or Materials of any other AWS customer; or (iv) may subject us to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Provider, who is solely responsible for providing any notices to you under your agreement with them.

3.2 Scope of Interruption. To the extent practicable, we will (i) suspend your right to access or use only those instances, data, or portions of the Services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If commercially feasible, access to the Services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected. Nothing in this Section 3 will operate to limit your rights or remedies otherwise available to you against Provider under your agreement with them or applicable law.

#### 4. Proprietary Rights

4.1 Services. As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a licensee of Provider in accordance with this Access Policy and the agreement between you and Provider. We have no obligation to provide the Service to you under this Access Policy, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as expressly provided in this Section 4, you obtain no rights to the Services, the AWS Materials or any Third Party Materials.

4.2 Materials. As a part of the Services, you may have access to AWS Materials and Third Party Materials, which may be subject to additional terms and conditions (including the Terms of Use and Apache Software License). By using those materials, you are subject to such additional terms. You are solely responsible for securing any necessary approvals for the download and use of such materials.

4.3 Restrictions. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Access Policy and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All rights and access granted to you with respect to the Services are conditioned on your continued compliance with this Access Policy, and you will immediately discontinue your use of the Services if you cannot comply with this Access Policy.

4.4 Suggestions. If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination.

4.5 U.S. Government Rights. In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the Services are provided (as applicable) 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 Services. If you are using the Services 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 Services (including any AWS Materials).

5. Representations and Warranties. You represent and warrant that (a) you and your End Users’ use of the Services (including any use by your employees and personnel) will not violate this Access Policy; (b) you or your licensors own all right, title, and interest in and to Your Materials; (c) Your Materials (including the use, development, design, production, advertising, or marketing of your Materials) or the combination of your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (d) your use of the Services will not cause harm to any End User.

6. Disclaimers. WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR ANY THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. Limitations of Liability. YOU MUST LOOK SOLELY TO PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR 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) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

#### 8. Definitions.

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

"AWS Materials" means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

"AWS 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.

"AWS Site" means <http://aws.amazon.com> and any successor or related site designated by us.

"Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals, instructions and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

"Materials" means software (including machine images), data, text, audio, video, images or other content.

"Policies" means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into this Access Policy.

"Services" means, collectively or individually (as applicable), the web services made commercially available by us to Provider for use under this Access Policy, including (as applicable) those web services described in the Service Terms.

---

“Service Terms” means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

“Suggestions” means all suggested improvements to the Services or AWS Materials that you provide to us.

“Terms of Use” means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

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

“Your Materials” means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.

AMAZON EC2 SERVICE LEVEL AGREEMENT (SLA)

EFFECTIVE DATE: JUNE 1, 2013

This Amazon EC2 Service Level Agreement (“SLA”) is a policy governing the use of Amazon Elastic Compute Cloud (“Amazon EC2”) and Amazon Elastic Block Store (“Amazon EBS”) under the terms of the Amazon Web Services Customer Agreement (the “AWS Agreement”) between Amazon Web Services, Inc. (“AWS”, “us” or “we”) and users of AWS’ services (“you”). This SLA applies separately to each account using Amazon EC2 or Amazon EBS. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

**Service Commitment**

AWS will use commercially reasonable efforts to make Amazon EC2 and Amazon EBS each available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the “Service Commitment”). In the event Amazon EC2 or Amazon EBS does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

**Definitions**

- ② “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which Amazon EC2 or Amazon EBS, as applicable, was in the state of “Region Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Amazon EC2 SLA Exclusion (defined below).
- ② “Region Unavailable” and “Region Unavailability” mean that more than one Availability Zone in which you are running an instance, within the same Region, is “Unavailable” to you.
- ② “Unavailable” and “Unavailability” mean: For Amazon EC2, when all of your running instances have no external connectivity.
- ② For Amazon EBS, when all of your attached volumes perform zero read write IO, with pending IO in the queue.
- ② A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

**Service Commitments and Service Credits**

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments made for Reserved Instances) for either Amazon EC2 or Amazon EBS (whichever was Unavailable, or both if both were Unavailable) in the Region affected for the monthly billing cycle in which the Region Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	30%

We will apply any Service Credits only against future Amazon EC2 or Amazon EBS payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Amazon EC2 or Amazon EBS is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

## Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected EC2 instance IDs or the affected EBS volume IDs; and
4. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### Amazon EC2 SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon EC2 or Amazon EBS, or any other Amazon EC2 or Amazon EBS performance issues: (i) that result from a suspension described in Section 6.1 of the AWS Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Amazon EC2 or Amazon EBS; (iii) that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances or volumes not attributable to Region Unavailability; (vi) that result from any maintenance as provided for pursuant to the AWS Agreement; or (vii) arising from our suspension and termination of your right to use Amazon EC2 or Amazon EBS in accordance with the AWS Agreement (collectively, the “Amazon EC2 SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

### Amazon S3 Service Level Agreement

This Amazon S3 Service Level Agreement (“SLA”) is a policy governing the use of Amazon Simple Storage Service (“Amazon S3”) under the terms of the Amazon Web Services Customer Agreement (the “AWS Agreement”) between Amazon Web Services, Inc. (“AWS”, “us” or “we”) and users of AWS’ services (“you”). This SLA applies separately to each account using Amazon S3. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

### Service Commitment

AWS will use commercially reasonable efforts to make Amazon S3 available with a Monthly Uptime Percentage (defined below) of at least 99.9% during any monthly billing cycle (the “Service Commitment”). In the event Amazon S3 does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- ② “Error Rate” means: (i) the total number of internal server errors returned by Amazon S3 as error status “InternalError” or “ServiceUnavailable” divided by (ii) the total number of requests during that five minute period. We will calculate the Error Rate for each Amazon S3 account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the Amazon S3 SLA Exclusions (as defined below).
- ② “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.
- ② A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

## Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for Amazon S3 for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	25%

We will apply any Service Credits only against future Amazon S3 payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the error occurred. Service Credits will not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Amazon S3 is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each incident of non-zero Error Rates that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99.9%, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### Amazon S3 SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon S3, or any other Amazon S3 performance issues: (i) that result from a suspension described in Section 6.1 of the AWS Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Amazon S3; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use Amazon S3 in accordance with the AWS Agreement (collectively, the “Amazon S3 SLA Exclusions”). If availability is impacted by factors other than those used in our calculation of the Error Rate, then we may issue a Service Credit considering such factors at our discretion.

### Amazon CloudFront Service Level Agreement

This Amazon CloudFront Service Level Agreement (“SLA”) is a policy governing the use of Amazon CloudFront under the terms of the Amazon Web Services Customer Agreement (the “AWS Agreement”) between Amazon Web Services, Inc. (“AWS”, “us” or “we”) and users of AWS’ services (“you”). This SLA applies separately to each account using Amazon CloudFront. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

### Service Commitment

AWS will use commercially reasonable efforts to make Amazon CloudFront available with a Monthly Uptime Percentage (defined below) of at least 99.9% during any monthly billing cycle (the “Service Commitment”). In the

event Amazon CloudFront does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

**Definitions**

- ② “Error Rate” means: (i) the total number of internal server errors returned by Amazon CloudFront divided by (ii) the total number of requests during that five minute period. We will calculate the Error Rate for each Amazon CloudFront account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the Amazon CloudFront SLA Exclusions (as defined below).
- ② “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.
- ② A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

**Service Credits**

Service Credits are calculated as a percentage of the total charges paid by you for Amazon CloudFront for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	25%

**Amazon CloudFront SLA**

We will apply any Service Credits only against future Amazon CloudFront payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the error occurred. Service Credits will not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Amazon CloudFront is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

**Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each incident of non-zero Error Rates that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99.9%, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

**Amazon CloudFront SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon CloudFront, or any other Amazon CloudFront performance issues: (i) that result from a suspension described in Section 6.1 of the AWS Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or

Internet access or related problems beyond the demarcation point of Amazon CloudFront; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) arising from our suspension and termination of your right to use Amazon CloudFront in accordance with the AWS Agreement; (vi) that result from exceeding usage limits stated in the Amazon CloudFront documentation; or (vii) that result from use of an origin server other than Amazon S3 (collectively, the “Amazon CloudFront SLA Exclusions”). If availability is impacted by factors other than those used in our calculation of the Error Rate, then we may issue a Service Credit considering such factors at our discretion.

**Amazon RDS Service Level Agreement**

This Amazon RDS Service Level Agreement ("SLA") is a policy governing the use of the Amazon Relational Database Service ("Amazon RDS") under the terms of the AWS Customer Agreement (the "AWS Agreement") between Amazon Web Services, Inc. ("AWS", "us" or "we") and users of AWS’ services ("you"). This SLA applies separately to each account using Amazon RDS. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

**Service Commitment**

AWS will use commercially reasonable efforts to make Multi-AZ instances available with a Monthly Uptime Percentage (defined below) of at least 99.95% during any monthly billing cycle (the "Service Commitment"). In the event Amazon RDS does not meet the Monthly Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

**Definitions**

- ② "Monthly Uptime Percentage" for a given Multi-AZ instance is calculated by subtracting from 100% the percentage of 1 minute periods during the monthly billing cycle in which the Multi-AZ instance was "Unavailable". If you have been running that Multi-AZ instance for only part of the month, your Multi-AZ instance is assumed to be 100% available for the portion of the month that it was not running. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Amazon RDS SLA Exclusion (defined below).
- ② "Multi-AZ instance" means an Amazon RDS for MySQL or Oracle database instance with the Multi-AZ parameter set to true.
- ② "Unavailable" means that all connection requests to the running Multi-AZ instance fail during a 1 minute period.
- ② A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

**Service Credits**

Service Credits are calculated as a percentage of the charges paid by you for the Multi-AZ instances that did not meet the Monthly Uptime Percentage commitment in a billing cycle in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	25%

We will apply any Service Credits only against future Amazon RDS payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the unavailability occurred. Service Credits will not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability or non-performance or other

failure by us to provide Amazon RDS is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### **Credit Request and Payment Procedures**

To receive a Service Credit, you will need to submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subjectline;
2. the dates and times of each Unavailability incident you are claiming;
3. the DB Instance IDs and the AWS Regions of the affected Multi-AZ instances; and
4. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### **Amazon RDS SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon RDS, or any other Amazon RDS performance issues: (i) that result from a suspension described in Section 6.1 of the AWS Agreement; ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Amazon RDS; (iii) that result from any voluntary actions or inactions from you or any third party (e.g., rebooting a database instance, scaling compute capacity, not scaling storage when the storage is full, misconfiguring security groups, VPC configurations or credential settings, etc.); (iv) that result from instances belonging to the Micro DB instance class or other instance classes which have similar CPU and memory resource limitations; (v) that result from you not following the basic operational guidelines described in the Amazon RDS User Guide (e.g., overloading a database instance to the point it is inoperable, creating excessively large number of tables that significantly increase the recovery time etc.); (vi) caused by underlying database engine software that lead to repeated database crashes or an inoperable database instance; (vii) that result in long recovery time due to insufficient IO capacity for your database workload; (viii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (ix) that result from any maintenance as provided for pursuant to the AWS Agreement; or (x) arising from our suspension and termination of your right to use Amazon RDS in accordance with the AWS Agreement (collectively, the "Amazon RDS SLA Exclusions").

If availability is impacted by factors other than those explicitly used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

### **Amazon Route 53 Service Level Agreement**

This Amazon Route 53 Service Level Agreement ("SLA") is a policy governing the use of Amazon Route 53 under the terms of the Amazon Web Services Customer Agreement (the "AWS Agreement") between Amazon Web Services, Inc. ("AWS", "us" or "we") and users of AWS' services ("you"). This SLA applies separately to each account using Amazon Route 53. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

### **Service Commitment**

AWS will use commercially reasonable efforts to make Amazon Route 53 100% Available (defined below). In the event Amazon Route 53 does not meet the foregoing commitment, you will be eligible to receive a Service Credit as described below.

## Definitions

- ② “100% Available” means that Amazon Route 53 did not fail to respond to your DNS queries during a monthly billing cycle.
- ② A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

## Service Credits

Service Credits are calculated based on 1 day of Service Credit, which is equal to your average daily Route 53 query charges for the monthly billing cycle preceding the monthly billing cycle in which the period that Amazon Route 53 was not 100% Available occurred, and are available as follows:

Duration Amazon Route 53 was not 100% Available	Service Credit
5 - 30 minutes	<b>1 day Service Credit</b>
31 minutes - 4 hours	<b>7 days Service Credit</b>
More than 4 hours	<b>30 days Service Credit</b>

We will apply any Service Credits only against future Amazon Route 53 payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the error occurred. Service Credits will not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Amazon Route 53 is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

## Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each period that Amazon Route 53 was not 100% Available that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the period that Amazon Route 53 was not 100% Available is confirmed by us, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## Amazon Route 53 SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon Route 53, or any other Amazon Route 53 performance issues: (i) that result from a suspension described in Section 6.1 of the AWS Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event, denial-of-service attack or Internet access or related problems beyond the demarcation point of Amazon Route 53; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) arising from our suspension and termination of your right to use Amazon Route 53 in accordance with the AWS Agreement; (vi) that result from you exceeding usage limits stated in the Amazon Route 53 documentation (collectively, the “Amazon Route 53 SLA Exclusions”); or (vii) that result during a period that you were not using all four virtual name servers (for example, ns123.awsdns.com, ns123.awsdns.net, ns123.awsdns.co.uk and ns123.awsdns.org) assigned to your “hosted zone”. If availability is impacted by factors other than those used in our calculation of 100% Available, then we may issue a Service Credit considering such factors at our discretion.

## AWS SERVICE TERMS

The following Service Terms apply only to the specific Services to which the Service Terms relate. In the event of a conflict between the terms of these Service Terms and the terms of the AWS Customer Agreement or other agreement with us governing your use of our Services (the “Agreement”), the terms and conditions of these Service Terms apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

### 1. Universal Service Terms (Applicable to All Services)

1.1. You may only use the Services to store, retrieve, query, serve, and execute Your Content that is owned, licensed or lawfully obtained by you. As used in these Service Terms, “Your Content” includes any “Company Content”. As part of the Services, you may be allowed to use certain software (including related documentation) provided by us or third party licensors. This software is neither sold nor distributed to you and you may use it solely as part of the Services. You may not transfer it outside the Services without specific authorization to do so.

1.2. You must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by us and updated by us from time to time on the AWS Site. In addition, if you create technology that works with a Service, you must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by us and updated by us from time to time on the AWS Site.

1.3. You will provide information or other materials related to Your Content (including copies of any client-side applications) as reasonably requested by us to verify your compliance with the Agreement. We may monitor the external interfaces (e.g., ports) of Your Content to verify your compliance with the Agreement. You will not block or interfere with our monitoring, but you may use encryption technology or firewalls to help keep Your Content confidential. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any end user materials that you control.

1.4. If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Service Terms, or the Acceptable Use Policy) (“Prohibited Content”), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove or disable access to the Prohibited Content within 2 business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove content without prior notice, we will provide prompt notice to you unless prohibited by law.

1.5. From time to time, we may offer free or discounted pricing programs covering certain usage of the Services (each, a “Special Pricing Program”). We may stop accepting new sign-ups or discontinue a Special Pricing Program at any time. Standard charges will apply after a Special Pricing Program ends or if you exceed the limitations by the Special Pricing Program. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Pricing Program as described in the offer terms for the Special Pricing Program or on the pricing page for the eligible Service(s). You may not access or use the Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple AWS accounts in order to receive additional benefits under a Special Pricing Program), and we may immediately terminate your account if you do so. Any data stored or instances provided as part of a Special Pricing Program must be actively used.

1.6. If we make multiple discounts or pricing options for a Service available to you at one time, you will only be eligible to receive one discount or pricing option, and will not be entitled to cumulative discounting and pricing options.

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

## **2. Amazon CloudFront**

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

2.2. Amazon CloudFront requires you to store the original version of Your Content in an origin server (such as Amazon S3). If you use other Services to store the original version of Your Content, you are responsible for the separate fees you accrue for the other Services and for Amazon CloudFront.

2.3 While you will only be charged fees specified for the selected Price Class, Your Content you select for delivery from edge locations in a Price Class may from time to time be served from edge locations located outside the regions in that Price Class.

## **3. Amazon Simple Queue Service (Amazon SQS)**

3.1. You may not knowingly create and maintain inactive queues. We may delete, without liability of any kind, any of Your Content that sits in an Amazon SQS queue or any Amazon SQS queue that remains inactive for more than the number of days specified in the user documentation.

## **4. Amazon Elastic Compute Cloud (Amazon EC2)**

4.1. You are responsible for maintaining licenses and adhering to the license terms of any software you run.

4.2. Using Microsoft Software. In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the “Microsoft Software”). If you choose to use the Microsoft Software, Microsoft and its licensors require that you agree to these additional terms and conditions:

- ② The Microsoft Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services.
- ② You may not transfer or use the Microsoft Software outside the Services.
- ② You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- ② You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- ② Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- ② Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support.
- ② You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, “High Risk Use”). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non -controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

4.3. Using IBM Software. In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by International Business Machines Corporation or its licensors

(collectively, the “IBM Software”). If you choose to use the IBM Software, IBM and its licensors require that you agree to the additional terms and conditions:

- ② The IBM Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services.
- ② You may not transfer the IBM Software outside the Services.
- ② Your use of the IBM Software is subject to the terms and conditions defined in the IBM License Information (“IBM LI”) for each IBM Software program and any applicable terms for Separately Licensed Code contained therein. You can access the applicable IBM LI here using the IBM Program Number found in the AMI Catalog.
- ② Any restrictions in the IBM LI regarding Processor Value Units (“PVUs”) apply to your use of the IBM Software in conjunction with the Services. IBM’s current conversion table for applying PVUs to the Services can be found here. The IBM LI may refer to products or features that are not available in conjunction with the Services.
- ② By using the IBM Software, you hereby agree to be bound by the terms of the applicable IBM LI, which is presented the first time you access the relevant machine image.
- ② We may disclose your company name, the IBM Software your company has used, and your company’s total usage fees for the IBM Software (collectively, “Usage Data”). IBM is required to keep Usage Data confidential and IBM cannot use Usage Data for marketing or lead generation.

4.4. Using Novell Software. In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by Novell, Inc. or its licensors (collectively, the “Novell Software”). If you choose to use the Novell Software, Novell and its licensors require that you agree to these additional terms and conditions:

Your use of the Novell Software is subject to the terms and conditions of the Novell End User License Agreement (“Novell EULA”) provided with the Novell Software. By using the Novell Software, you hereby agree to be bound by the terms of the applicable Novell EULA, which is presented the first time you access the relevant machine image.

4.5. Using Red Hat Software. In conjunction with the Services, you may be allowed to use certain software (including related support, maintenance, and documentation) developed, owned or provided by Red Hat, Inc. or its licensors (collectively, the “Red Hat Software”). If you choose to use the Red Hat Software, Red Hat and its licensors require that you agree to these additional terms and conditions:

- ② Red Hat disclaims any (i) warranties with respect to the Red Hat Software and (ii) liability for any damages, whether direct, indirect, incidental, special, punitive or consequential, and any loss of profits, revenue, data or data use, arising from your use of the Red Hat Software.
- ② Your use of the Red Hat Software is subject to the terms and conditions of the Red Hat Cloud Software Subscription Agreement currently located at [www.redhat.com/licenses/cloud\\_cssa/](http://www.redhat.com/licenses/cloud_cssa/) (the “Red Hat CSSA”). By using the Red Hat Software, you hereby agree to be bound by the terms of the Red Hat CSSA.

4.6. Spot Instance Pricing. You may request that certain Amazon EC2 instances run pursuant to the spot instance pricing and payment terms (“Spot Instance Pricing”) set forth on the Amazon EC2 product detail page on the AWS Site (each requested instance, a “Spot Instance”). You must request Spot Instance s through the AWS Management Console or by using API tools (“Spot Instance Request”). As part of your Spot Instance Request, you must specify the maximum hourly price you are willing to pay to run the requested Spot Instances (“Your Maximum Price”). Unless you specify a permissible alternative termination date, your Spot Instance Request will remain active until we fulfill it or you cancel it. We set the price for Spot Instances (the “Spot Price”), which may vary over time based on a number of factors, including the amount of available compute capacity we have available and the price you and other customers are willing to pay for Spot Instances (e.g., supply and demand). While a requested Spot Instance remains running, you will be charged the current Spot Price in effect at the beginning of each instance hour. You will not be charged more than Your Maximum Price. We may terminate Spot Instances at any time and without any notice to you if we determine the current Spot Price equals or exceeds Your Maximum Price. If we terminate your Spot Instance, you will only be charged for each full hour the Spot Instance ran. Unless you designate your Spot Instance Request as a

persistent request, terminated Spot Instances will not automatically restart. You should save your work frequently and test your application to ensure it is fault tolerant and will correctly handle interruptions. We have no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from our termination of any Spot Instance. Spot Instances may not be used with certain Services, features and third-party software we specify, including Amazon DevPay, IBM software packages, or Microsoft SQL Server. You may not, directly, indirectly, alone or in cooperation with any third party, attempt to control, influence or manipulate the price for Spot Instances. Without limiting the foregoing, you may not submit requests for Spot Instances through any third party (e.g., “proxy bidding”) or share information with any third party regarding the maximum prices specified in your Spot Instance Requests. We may modify or terminate the Spot Instance Pricing program at any time. In addition to the Spot Instance Pricing, Spot Instances are subject to all data transfer and other usage fees applicable under the Agreement.

4.7. EC2 Reserved Instance Pricing. You may designate Amazon EC2 instances as subject to the reserved pricing and payment terms (“EC2 Reserved Instance Pricing”) set forth on the Amazon EC2 detail page on the AWS Site (each designated instance, a “EC2 Reserved Instance”). You may designate instances as EC2 Reserved Instances by calling to the Purchasing API or selecting the EC2 Reserved Instance option in the AWS console. When you designate instances as Reserved Instances, you must designate an availability zone, instance type, EC2 Reserved Instance type, and quantity for the applicable EC2 Reserved Instances. The EC2 Reserved Instances may only be used in the designated availability zone. We may change EC2 Reserved Instance Pricing at any time but price changes will not apply to previously designated EC2 Reserved Instances, except as described in this Section 4.7. If Microsoft increases the license fees it charges for Windows, or if Red Hat increases the license fees it charges for Red Hat Enterprise Linux (“RHEL”), we may make a corresponding increase to the per-hour usage rate for EC2 Reserved Instances with Windows or RHEL. Any increase in the per-hour usage rate for EC2 Reserved Instances with Windows will be made between December 1 and January 31, and we will provide 30 days’ notice. For any increase in the per-hour usage rate for EC2 Reserved Instances with RHEL we will provide 30 days’ notice. If this happens, you may: (a) continue to use your EC2 Reserved Instances with Windows or RHEL with the new per-hour usage price; (b) convert your EC2 Reserved Instances with Windows or RHEL to comparable EC2 Reserved Instances with Linux; or (c) terminate your EC2 Reserved Instances with Windows or RHEL and receive a pro rata refund of the up-front fee you paid for the terminated EC2 Reserved Instances with Windows or RHEL. We may terminate the EC2 Reserved Instance Pricing program at any time. EC2 Reserved Instances are nontransferable, except in accordance with the requirements of the RI Marketplace. All amounts paid in connection with the EC2 Reserved Instances are nonrefundable, except that if we terminate the Agreement other than for cause, terminate an individual EC2 Reserved Instance type, or terminate the EC2 Reserved Instance Pricing program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously designated EC2 Reserved Instances. You may not purchase EC2 Reserved Instances for the purpose of reselling them in the RI Marketplace, and we reserve the right to refuse or cancel your purchase if we suspect you are doing so. Upon expiration or termination of the term of EC2 Reserved Instances, the EC2 Reserved Instance pricing will expire and standard on-demand usage prices will apply to the instances. In addition to being subject to EC2 Reserved Instance Pricing, EC2 Reserved Instances are subject to all data transfer and other fees applicable under the Agreement.

#### 4.8 EC2 Reserved Instance (RI) Marketplace.

A. Eligibility. The rights to an active EC2 Reserved Instance can be offered for sale through the RI Marketplace as long as (1) the remaining term on the Reserved Instance is greater than one month, and (2) your payment of the upfront charge for it has been received and processed (for credit card purchases, 30 days after you have paid the upfront fee, and for invoice purchases, after you have paid the applicable invoice) (a “Marketable EC2 Reserved Instance”). The characteristics of the Marketable EC2 Reserved Instance (e.g., Instance Type, Platform, Region, Availability Zone, Tenancy, Hypervisor, Reserved Instance Type, Duration, and Hourly Price) will remain as originally designated. The term for the Marketable EC2 Reserved Instance will be the remainder of the original EC2 Reserved Instance term rounded down to the nearest month (for example, an EC2 Reserved Instance with 9 months and 16 days until expiration will be listed and sold as a 9 month Marketable EC2 Reserved Instance). You can be a “Seller” if you are a current AWS customer in good standing, you have a Marketable EC2 Reserved Instance associated with your AWS account, and you complete the registration process through your AWS account. Non-U.S.-based entities may not be Sellers without providing the Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) to establish that you are not a U.S. person. You can be a “Buyer” if you

are a current AWS customer in good standing. You can resell an EC2 Reserved Instance that you previously purchased through the RI Marketplace. You may not resell an EC2 Reserved Instance that you purchased through a discount program (Reserved Instance Volume Discounts or otherwise) without obtaining our prior approval.

B. Submitting Marketable EC2 Reserved Instance for Sale. As a Seller, you will set the one-time price for your Marketable EC2 Reserved Instance. The hourly price will be the then-current hourly price for that type of EC2 Reserved Instance, and you will not receive any funds collected from payments associated with the hourly prices. You will pay the then-current fee to us specified on the AWS Site when your Marketable EC2 Reserved Instance is sold. Your Marketable EC2 Reserved Instance will be available for sale after you list it in the RI Marketplace, but it will remain yours and you will be able to use it until it is sold. You may remove a listing of Marketable EC2 Reserved Instance from the RI Marketplace at any time before it has been purchased by a Buyer. We may remove Marketable EC2 Reserved Instance from the RI Marketplace at any time for any reason. Once sold and transferred to a Buyer, a Seller will have no rights to that Marketable EC2 Reserved Instance.

C. Our Role. As a Seller, you will be the seller of record of your rights to a Marketable EC2 Reserved Instance. Except as expressly set forth in these Service Terms, we are not involved in any underlying transaction between you and any Buyer. We or our affiliates may also participate in the market as a Seller or a Buyer.

D. Processing of Transactions; Collection of Transaction Proceeds. On Seller's behalf, we will process all payments for Transactions and collect the applicable Transaction Proceeds. "Transaction" means any sale of Marketable EC2 Reserved Instance through the RI Marketplace. "Transaction Proceeds" means the gross sales proceeds received by us from any Transaction. You will ensure that all fees and charges payable by Buyers for Marketable EC2 Reserved Instance are billed and collected through us and you will not offer or establish any alternative means of payment. We may impose transaction limits on some or all Buyers and Sellers relating to the value of any Transaction or disbursement, the cumulative value of all Transactions or disbursements during a period of time, or the number of Transactions that we will process over a period of time. We may withhold for investigation, or refuse to process, any of your Transactions that we suspect is fraudulent, unlawful or otherwise violates the terms of these Service Terms, the Agreement, or our Acceptable Use Policy. For each Transaction, we will not remit Transaction Proceeds to a Seller, and the Marketable EC2 Reserved Instance will be available to the Buyer, until after we have successfully processed payments for that Transaction from the Buyer.

E. Remittance of Transaction Proceeds to Sellers. At the end of each business day, we will pay to you all due and payable Transaction Proceeds that we have collected as of the date that is 2 business days prior to the date of payment. We will deduct from each payment any applicable fees and charges due to us related to Marketable EC2 Reserved Instances. The applicable fees and charges are posted on the AWS Site and may be changed from time to time. We may withhold, deduct, or setoff any amounts payable by you to us or our affiliates against any Transaction Proceeds. Payments will be made only to an ACH-enabled bank account located in the United States that you register with us. If there is an error in the processing of any Transaction, you authorize us to initiate debit or credit entries to your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from future Transaction Proceeds.

F. Taxes. Sellers are responsible for the calculation, validation and payment of any and all sales, use, excise, import, export, value added, withholding and other taxes and duties assessed, incurred or required to be collected ("Taxes") or paid for any reason in connection with any Transaction and with Marketable EC2 Reserved Instance. We are not obliged to determine whether any Taxes apply to any Transaction, and we are not responsible for remitting Taxes to any taxing authority with respect to any Transaction, or for reporting any information (including the payment of Taxes) with respect to any Transaction. Each Seller will indemnify us and our affiliates against any claim or demand for payment of any Taxes imposed in connection with any Transaction, and for any fines, penalties, or similar charges imposed as a result of the Seller's failure to collect, remit or report any Taxes in connection with any Transaction.

G. Data Collection and Sharing. For each Seller, we will collect the necessary data and tax forms to enable compliance with applicable tax laws. For example, for U.S.-based Sellers, we will collect and retain Seller name and address, and may collect the tax identification number and other data as needed to comply with Form 1099K reporting requirements; for non-U.S.-based Sellers, we will collect and retain a Form W-8BEN tax form (which includes name, address, and a signature) as proof that you are exempt from Form 1099K reporting. For each Buyer, we will collect and retain the Buyer's name and address. Buyers and Sellers will not know the name of the other party to the Transaction until the Transaction is completed. Upon completion of the Transaction, we will share the applicable Buyer's city, state, and zip with the Seller so that the Seller can calculate the appropriate tax (if any) to remit to the appropriate government entity. We will share the Seller's legal name on the Buyer's invoice. Buyers and Sellers may not use information about the Transaction or about the other party gained in connection with a Transaction ("Transaction Information") for any purpose that is not related to the Transaction. For example, you may not, directly or indirectly: (1) disclose any Transaction Information to any third party, except as necessary for you to perform your tax obligations or other obligations under these Service Terms and only if you ensure that every recipient uses the information only for that purpose and complies with these restrictions; (2) use any Transaction Information for any marketing or promotional purposes whatsoever; (3) use any Transaction Information in any way inconsistent with applicable law; (4) contact a party to influence them to make an alternative sale or purchase; (5) disparage us, our affiliates or any of their or our respective products; or (6) target communications of any kind on the basis of the intended recipient being an RI Marketplace Buyer or Seller.

4.9 You may only use the AWS Management Pack for System Center on computer equipment owned or controlled by you for your internal business purposes, solely to access Your Content used in connection with the Services. Your use of the AWS Management Pack for System Center is governed by the license agreement, located here: AWS Management Pack for System Center License Agreement <http://aws.amazon.com/windows/system-center/aws-mp-license>.

## 5. Alexa® Web Services

5.1. You may use Alexa® Web Services to create or enhance applications or websites, to create search websites or search services, to retrieve information about websites, and to research or analyze data about the traffic and structure of the web.

5.2. You may not display data you receive via the Alexa® Services that has been cached for more than 24 hours.

5.3. You may not resell or redistribute the Alexa® Web Services or data you access via the Alexa® Web Services.

5.4. You may use data you receive from the Alexa® Web Services, such as web site traffic data, to enhance your application or website, but may not use it in any application whose primary purpose is to display the same or related data or whose primary purpose is to compete with [www.alexacom.com](http://www.alexacom.com).

## 6. Amazon SimpleDB Service (Amazon SimpleDB)

6.1. If during the previous six (6) months you have incurred no fees for Amazon SimpleDB and have registered no usage of Your Content stored in Amazon SimpleDB, we may delete, without liability of any kind, Your Content that is stored in Simple DB upon thirty (30) days prior notice to you.

## 7. Amazon Fulfillment Web Service (Amazon FWS)

7.1. You may only access and use Amazon FWS to query, access, transmit and receive product and shipping information related to your use of the Fulfillment by Amazon service ("FBA Service") sold and provided by Amazon Services LLC ("Amazon Services") in accordance with any applicable FBA Specifications (as defined below).

7.2. To use Amazon FWS, you must have an Amazon seller account (your "Seller Account") that is in good standing and be registered to use the FBA Service. Your use of the FBA Service and your Seller Account is solely subject to Amazon Services' policies, procedures, the Amazon Business Services Agreement or other applicable user agreements. Amazon FWS is only a technical interface that enables you to access and process certain information related to your Seller Account. AWS will have no liability to you or any third party related to your Seller Account.

7.3. You may use Amazon FWS only to administer product and shipping information associated with your Seller Account. When registering for Amazon FWS, you must use the same username and password which is associated with your Seller Account. You may not develop or use an application to access Amazon FWS that collects, processes or stores the account identifiers or other security credentials (including usernames and passwords) of any third party associated with AWS or any of its affiliates.

7.4. You and Your Content will comply with any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to Amazon FWS (the “FBA Specifications”). We reserve the right to update or modify the FBA Specifications at any time. Prior to making Your Content available for commercial use, you will thoroughly test Your Content to ensure that it operates properly with Amazon FWS, including, without limitation, that it complies with the FBA Specifications.

## **8. Amazon Elastic MapReduce**

8.1. We may collect certain information about computing jobs you run using Amazon Elastic MapReduce, including CPU utilization, memory usage, IO performance, and error and information messages.

8.2. You are responsible for all fees incurred from your use of Amazon Elastic MapReduce regardless of the results obtained, the quality of the resulting data, or whether a computing job runs successfully. Use of Amazon Elastic MapReduce requires use of Amazon EC2 and Amazon S3, and certain features require use of Amazon SimpleDB. You are responsible for the separate fees you accrue for Amazon EC2, Amazon S3, and Amazon SimpleDB.

8.3. You are solely responsible for monitoring the status of your computing jobs. We may throttle or terminate computing jobs that we determine degrade the performance of Amazon Elastic MapReduce, the Services, or any component of the Services. We are not responsible for any data loss or data corruption that occurs as part of your computing jobs.

## **9. Amazon CloudWatch and AutoScaling**

9.1. You may only use Amazon CloudWatch to perform monitoring and auto-scaling functions in connection with Amazon EC2. Amazon CloudWatch enables Auto Scaling in connection with Amazon EC2. Auto Scaling requires use of both Amazon CloudWatch and Amazon EC2.

9.2. In connection with Auto Scaling, we may launch additional Amazon EC2 instances or terminate Amazon EC2 instances based on conditions you set. You are responsible for the separate fees you accrue for Amazon EC2. You are responsible for all fees incurred from your use of Amazon CloudWatch and Auto Scaling regardless of the results obtained or the quality or timeliness of the results. Charges for Amazon CloudWatch will accrue as soon as you use begin using Amazon CloudWatch or Auto Scaling functionality.

9.3. Amazon CloudWatch collects and stores certain information for the Amazon EC2 instances you are monitoring, including CPU utilization, data transfer, and disk usage and activity.

## **10. Elastic Load Balancing**

10.1. You may only use Elastic Load Balancing to provide load balancing functionality in connection with Amazon EC2. You must have instances running in all Availability Zones across which you want to balance loads with Elastic Load Balancing.

10.2. Use of Elastic Load Balancing requires use of Amazon EC2. You are responsible for the separate fees you accrue for Amazon EC2. You are responsible for all fees incurred from your use of Elastic Load Balancing regardless of the results obtained or the quality or timeliness of the results. Charges for Elastic Load Balancing will accrue as soon as you use begin using Elastic Load Balancing functionality.

## 11. AWS Import/Export

11.1. You may send physical storage media (the “Media”) to us that we will use to either (a) transfer data contained on the Media into supported storage Services (such as Amazon S3, Amazon EBS, and Amazon Glacier) as Your Content or (b) transfer certain of Your Content to the Media (such data contained on Media either before or after transfer, “Data”) and provide the Media to you.

11.2. You will comply with all specifications and documentation for AWS Import/Export (including the AWS Import/Export Pack and Ship Check List) as posted by us and updated by us from time to time on the AWS Site, including Media requirements and shipping requirements. You will be solely responsible for all shipping and handling costs (including costs of freight and transit insurance) for shipping Media to or from us. We may pay some reasonable return shipping charges as described on the AWS Import/Export section of the AWS Site. You are responsible for payment of all customs, duties, taxes and other charges in connection with Media being shipped to or from us.

11.3. You will not deliver to us, and we may refuse to accept any, damaged or defective Media or any Media not shipped in accordance with the Agreement (collectively, “Unsuitable Media”). We may return or dispose of any Unsuitable Media in accordance with Section 11.12 below (and you will be deemed to have consented to such action) if you fail to direct us to return or dispose of any Unsuitable Media within thirty (30) days after we notify you that we are in possession of it. In addition, you will reimburse us for any expenses we incur in connection with any Unsuitable Media.

11.4. You will bear the entire risk of loss of, or damage to, any Media (including Data) while in transit and you are solely responsible for obtaining insurance at your expense. We have no liability or responsibility with respect to any delay, damage or loss incurred during shipment, including loss of Data.

11.5. You will retain title to any Media we receive from you and store as part of AWS Import/Export. You supply us with Media and Data entirely at your own risk. We are not responsible for and will not be held liable for any damage to Media or any loss of Data. Our confirmed receipt of delivery does not: (a) indicate or imply that any Media or Data has been delivered free of loss or damage, or that any loss or damage to any Media or Data later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of units of Media specified by you for such shipment; or (c) waive, limit or reduce any of our rights under the Agreement. We reserve the right to impose, and change, from time to time, volume limitations on the delivery of your Media, and you will comply with any of these restrictions or limitations.

11.6. You should back-up Data prior to delivery to us. Your Data should not include live or production data or any other data that you are not prepared to lose. For avoidance of doubt, Your Content includes Data.

11.7. You represent that you have all necessary rights to (a) provide the Media and Data to us for upload into supported storage Services and (b) authorize our transfer of any Data specified by you to the Media. You represent that import or export of the Media or Data to or from us does not require a license under the laws or regulations of any country.

11.8. We may reproduce Data as necessary to transfer it between Media and supported storage Services.

11.9. Use of AWS Import/Export requires use of a supported storage Service. You are responsible for the separate fees you accrue for storage Services.

11.10. IN ADDITION TO THE DISCLAIMERS IN THE AGREEMENT, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF MEDIA OR DATA BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS. YOU ARE SOLELY RESPONSIBLE FOR APPLYING APPROPRIATE SECURITY MEASURES TO YOUR DATA, INCLUDING ENCRYPTING SENSITIVE DATA.

11.11. In addition to your indemnification obligations under the Agreement, you agree to indemnify, defend and hold us, our affiliates and licensors, each of our and their business partners (including third party sellers on websites operated by or on behalf of us) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees), arising out of or in connection with any claim arising out of (a) the Media (whether or not title has transferred to us) and Data, including any personal injury, death or property damage (including any damage caused by malicious or harmful code included in Data); (b) any sales, goods and services, use, excise, import, export, property, value added or other taxes or duties assessed or imposed on us or our affiliates in connection with or as a result of the storage, shipping or other actions by us taken with respect to the Media or Data; (c) any legal or regulatory violation, arising under the laws or regulations of any country, related to import or export of the Media or the Data.

11.12. Once AWS Import/Export services are complete, we will return the Media to you. We may return Media to you for any reason, including upon termination of the Agreement or the AWS Import/Export service. Returned Media will be sent to your designated shipping address. Media shipped to us for import into or export from supported storage Services in the EU (Ireland) Region must originate from and be returned to an address within the European Union. If we have an outdated, incorrect or prohibited address for you, we will notify you and you will have thirty (30) calendar days from the date we notify you to supply a substitute address. If you do not supply a substitute address within thirty (30) calendar days of notification, the Media will be deemed Unsuitable Media subject to disposal. We may dispose of Media in any manner and we have no obligation to reimburse or compensate you for any loss of Media or Data due to our disposal.

11.13. Notwithstanding anything to the contrary in the Agreement, you may give agents and subcontractors of your choosing access to the private key associated with your account solely for the purpose of (a) preparing Data for import or export using AWS Import/Export or (b) confirming the integrity of Data imported or exported using AWS Import/Export. You remain fully responsible for and indemnify us for all activities undertaken by such third parties under your account. Other than as specifically set forth in this section, all terms and conditions of the Agreement continues to apply to your use of the Services.

11.14. We will not act as the importer of record for your shipments of Media or Data. If we are importing or exporting your shipments of Media or Data into the Asia Pacific (Singapore) Region, you will not act as the importer of record and you represent and warrant that: (a) You are not a resident of Singapore; (b) You have a business establishment or fixed establishment outside of Singapore and not in Singapore; (c) You are domiciled outside Singapore if you have no business or fixed establishment in any country; (d) You are not registered or required to be registered for GST in Singapore.

You will notify us if, at any time, you are using the AWS Import/Export service to ship Media or Data into the Asia Pacific (Singapore) Region and you are not acting as the importer of record, and you become unable to make any of the above representations and warranties.

If you are not acting as the importer of record on your shipment of Media or Data to the Asia Pacific (Singapore) Region, then the Media or Data must (i) be returned to a location outside of Singapore, (ii) be exported on an FCA basis; and (iii) you must be importer of record in the country that the Media or Data is returned to.

## **12. Amazon Virtual Private Cloud (Amazon VPC)**

12.1. You may only use Amazon VPC to connect your computing resources to certain AWS computing resources via a Virtual Private Network (VPN) connection.

12.2. Use of Amazon VPC requires the use of other Services. You are responsible for all applicable fees associated with your use of other Services in connection with Amazon VPC. When you transfer data between AWS computing resources running inside Amazon VPC and AWS computing resources running outside Amazon VPC, you will be charged VPN data transfer rates in addition to any applicable Internet data transfer charges. VPN connection charges accrue during any time your VPN connection is in the "available" state.

12.3. You are solely responsible for the configuration, operation, performance and security of all equipment and computing resources you use with Amazon VPC, including any gateways or other devices you use to connect to Amazon VPC.

### **13. AWS Multi-Factor Authentication (AWSMFA)**

13.1. You may only use AWS MFA in connection with accessing your AWS account.

13.2. Your use of AWS MFA requires the use of other Services. You are responsible for all applicable fees associated with your use of other Services in connection with AWS MFA.

13.3. You are solely responsible for the procurement and for the configuration, operation, performance and security of any hardware or non-AWS software that you use in connection with AWS MFA, including any compatible authentication devices.

### **14. Amazon Relational Database Service (Amazon RDS)**

14.1. You may only use Amazon RDS to store, query, retrieve and serve data and other content owned, licensed or lawfully obtained by you. You acknowledge that neither we nor our licensors are responsible in any manner, and you are solely responsible, for the proper configuration of database security groups and other security settings associated with Amazon RDS.

14.2. You may store snapshots of Your Amazon RDS Content for later use in Amazon RDS but snapshots cannot be downloaded outside the Services.

14.3. We may terminate your Amazon RDS database instance if you attempt to access or tamper with any software we pre-load on the database instance, including the operating system software running on the database instance.

14.4. You are responsible for configuring your backup retention period to give yourself enough time to recover data from your backups in the event of a hardware or file system failure.

14.5. Reserved DB Instance Pricing. You may designate Amazon RDS database instances as subject to the reserved pricing and payment terms ("Reserved DB Instance Pricing") set forth on the Amazon RDS detail page on the AWS Site (each designated instance, a "Reserved DB Instance"). You may designate database instances as Reserved DB Instance by calling to the Purchasing API or selecting the Reserved DB Instance option in the AWS console. When you designate a database instance as a Reserved DB Instance, you must designate a region, instance type and quantity for the applicable Reserved DB Instances. The Reserved DB Instances may only be used in the designated region. We may change Reserved DB Instance Pricing at any time but price changes will not apply to previously designated Reserved DB Instances. We may terminate the Reserved DB Instance Pricing program at any time. Reserved DB Instances are nontransferable and all amounts paid in connection with the Reserved DB Instances are nonrefundable, except that if we terminate the Agreement other than for cause, terminate an individual Reserved DB Instance type, or terminate the Reserved DB Instance Pricing program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously designated Reserved DB Instances. Upon expiration or termination of the term of a Reserved DB Instance, the Reserved DB Instance Pricing will expire and standard on-demand usage prices will apply to the database instance. In addition to being subject to Reserved DB Instance Pricing, Reserved DB Instances are subject to all data transfer and other fees applicable under the Agreement.

14.6. Using Oracle Software.

14.6.1 "License Included". As part of the Services, you may be allowed to use certain software (including related documentation) described on the AWS Site developed and owned by Oracle America, Inc. or its affiliates ("Oracle") and Oracle's licensors (collectively, the "Oracle Software"). If you choose to use the Oracle Software and do not already have a license from Oracle for that Oracle Software, Oracle and its licensors require that you agree to these additional terms and conditions:

- ② Oracle or its licensors retains all ownership and intellectual property rights in the Oracle Software, and title to the Oracle Software does not transfer to you or any third party by virtue of this Agreement.
- ② The Oracle Software is subject to a restricted license and may only be used in connection with the Service Offerings, and only by the individual or legal entity that entered into the Agreement.
- ② You may only use the Oracle Software for your internal business operations and in accordance with the Agreement. You may permit agents or contractors (including outsourcers) to use the Oracle Software on your behalf for the purposes set forth in, and subject to, the Agreement, provided you are responsible for the agent's, contractor's and outsourcer's compliance with the Agreement in connection with such use.
- ② You may not:
  - assign, grant, or transfer the Oracle Software or any interest in the Oracle Software to another individual or entity, and if you purport to grant a security interest in the Oracle Software, the secured party will have no right to use or transfer the Oracle Software;
  - use the Oracle Software for rental, timesharing, subscription services, hosting, or outsourcing;
  - remove or modify any notice of Oracle's or its licensors' proprietary rights;
  - make the Oracle Software available in any manner to any third party for use in the third party's business operations;
  - duplicate, reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle Software (including by reviewing data structures or similar materials produced by the Oracle Software); or
  - publish any results of benchmark tests run on the Oracle Software.
- ② Third party technology that may be appropriate or necessary for use with some Oracle Software is specified in the related documentation, and that third party technology is licensed to you only for use with the Service Offerings and under the terms of the third party license agreement specified in the documentation, not this Agreement.
- ② To the extent permitted by applicable law, Oracle disclaims any liability for any damages, whether direct, indirect, incidental, special, punitive or consequential, and any loss of profits, revenue, data or data use, arising from your use of the Oracle Software.
- ② Notwithstanding anything to the contrary elsewhere in the Agreement, Oracle is an intended third party beneficiary of the Agreement, but solely with respect to this Section 14.5 of these Service Terms.
- ② The Uniform Computer Information Transactions Act does not apply to your use of the Oracle Software.
- ② Upon any termination of the Agreement, you must discontinue use of the Oracle Software and any related documentation.

14.6.2 "Bring-Your-Own-License" (BYOL). Under the BYOL option, Amazon RDS enable you to provision Oracle Software to Amazon EC2 instances and use the management capabilities of Amazon RDS for the Oracle Software. You can use the Oracle Software with Amazon RDS if you meet the following conditions:

- ② You must have a valid license with "Software Update License & Support" for the Oracle Software you wish to run. The terms of your existing license and support agreement(s) with Oracle continue to apply to your use of the Oracle Software; and
- ② You must follow Oracle's current policies for licensing Oracle Database software in the cloud computing environment. The database instances using the Oracle Software with Amazon RDS reside in the Amazon EC2 environment.

#### 14.7 Using Microsoft Software.

14.7.1 "License Included" In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If you choose to use the Microsoft Software, Microsoft and its licensors require that you agree to these additional terms and conditions:

- ② The Microsoft Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services.
- ② You may not transfer or use the Microsoft Software outside the Services.
- ② You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- ② You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- ② Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- ② Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support.
- ② You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "High Risk Use"). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
- ② SQL Server Web Edition may be used only to support public and Internet accessible Web pages, Web sites, Web applications or Web services. It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

14.7.2 License Mobility with Software Assurance (Bring Your Own License or BYOL). Under this option, Amazon RDS enable you to provision Microsoft SQL Server Software to Amazon EC2 instances and use the management capabilities of Amazon RDS for the SQL Server Software. You can use this benefit if only you meet the requirements and have signed up as described here.

## 15. Amazon Simple Notification Service (Amazon SNS)

15.1. You may only use Amazon SNS to send notifications to parties who have agreed to receive notifications from you.

15.2. We may throttle or restrict notifications if we determine, in our sole discretion, that your activity may be in violation of the AWS Acceptable Use Policy or the Agreement.

15.3. Your notifications sent through Amazon SNS may be blocked, delayed or prevented from being delivered by destination servers and other reasons outside of our control and there is no warranty that the service or content will be uninterrupted, secure or error free or that notifications will reach their intended destination during any stated time-frame. In addition, you acknowledge that we may not be able to provide the service if a wireless carrier delivering Amazon SNS notifications by short messaging service (SMS) terminates or suspends their service. Your payment obligations may continue regardless of whether delivery of your notifications are prevented, delayed or blocked.

15.4. You may not use Amazon SNS to send SMS messages that include Premium Content (as defined in the Mobile Marketing Association Guidelines). You may not charge recipients for receiving Amazon SNS notifications by SMS unless you have obtained the recipient's express consent. You must advise recipients receiving Amazon SNS notification by SMS that wireless carriers may charge the recipient to receive Amazon SNS notifications by SMS. You must obtain our prior written consent before using Amazon SNS to send SMS messages for:

- ② financial transactions or payment services (e.g., mobile banking, bill presentment, bill payment, money transfer, peer-to-peer payment or lending credit, debit or stored value payment services);
- ② charitable programs (e.g., soliciting donations for a non-profit organization);
- ② sweepstakes or contests;
- ② advertisements or promotions for commercial products, goods or services; or
- ② location-based services (e.g., where a recipient receives messages based on the geographical location of the recipient's wireless device).

## 16. Consolidated Billing

16.1. You may only use Consolidated Billing as described in this Section and on the AWS Site to (i) link an AWS account (the "Paying Account") with another AWS account (each, a "Linked Account"), or (ii) allow an AWS account to be linked to a Paying Account. You may only link accounts held by you, your affiliates or your employees, or by your agents or subcontractors currently doing work on your behalf. If an agent or subcontractor ceases doing work on your behalf, you will promptly unlink the applicable account. When accounts are linked, the Paying Account will be billed for and will pay all applicable charges for each Linked Account in accordance with the payment provisions in the Agreement while the accounts are linked. By linking your Linked Account to a Paying Account, you consent to disclosing your billing and account activity for that Linked Account to the Paying Account. We will determine the number of accounts that may be linked. An account may unlink another account from it at any time. As soon as a Linked Account is unlinked from a Paying Account, the Linked Account will be billed for and will pay all applicable charges for the Linked Account in accordance with payment provisions in the Agreement. If a Paying Account is terminated for failure to satisfy the payment provisions in the Agreement, then all linked Accounts associated with the Paying Account will be unlinked. We may unlink a Linked Account from a Paying Account at any time upon notice to both accounts in accordance with the Agreement, except that accounts linked in violation of this Section 16.1 may be unlinked by us immediately and without notice. Paying Accounts and Linked Accounts are jointly and severally liable for all fees accrued by Linked Accounts while the accounts are linked. Accordingly, if a Paying Account fails to pay for fees accrued by a Linked Account while the accounts are linked, the Linked Account remains liable for such fees.

## 17. AWS Identity and Access Management (IAM)

17.1. You may use IAM to create additional sets of security credentials (the "User Credentials") under your AWS account, the format of which may include a username and password, roles, policies, permissions, access keys, and/or a security token. The User Credentials are subject to change: (a) by you through the IAM APIs, or (b) if we determine in our reasonable discretion that a change is necessary. We will promptly notify you of any change we make to the User Credentials.

17.2. You will ensure that all use of the Services under the User Credentials complies with the terms and conditions of the customer agreement between you and us that governs your use of the Services.

17.3. You are responsible for all applicable fees associated with use of the Services in connection with IAM, including fees incurred as a result of any User Credentials. You are responsible for maintaining the secrecy and security of the User Credentials (other than any key that we expressly permit you to use publicly). You are solely responsible, and we have no liability, for any activities that occur under the User Credentials, regardless of whether such activities are undertaken by you, your employees, agents, subcontractors or customers, or any other third party. You are responsible for the creation, distribution, and security (including enabling of access) of all User Credentials created under your AWS account, including credentials that you have used IAM to create or disclose to other parties.

17.4. Except as otherwise provided by AWS, you may only use User Credentials for your internal use and may not expose your User Credentials publicly. You may not sell, transfer or sublicense or authorize the creation of User Credentials (other than public use of any key that we expressly permit you to use publicly) to any other party; provided that, you may disclose or cause to be disclosed User Credentials to your agents or subcontractors that are performing services for you, solely to allow the agents or subcontractors to use the Services on your behalf in accordance with the agreement between you and us that governs your use of the Services.

17.5. Any third party identity provider that you use in connection with the Service Offerings is Third Party Content under the Agreement and may be provided directly to you by a third party under separate terms and conditions. You are solely responsible for complying with those terms and conditions. We may change, discontinue or deprecate support for an identity provider for any reason, including if the continued use of the identity service (a) poses a security or intellectual property issue, (b) is economically or technically burdensome, or (c) must be terminated to comply with the law or requests of governmental entities.

### **18. Amazon Route 53**

18.1. You may use Amazon Route 53 to answer Domain Name System (DNS) queries for your applications.

18.2. You will not create a hosted zone for a domain that you do not own or have authority over.

18.3. All DNS records used in connection with Amazon Route 53 will be publicly available and AWS will have no liability for disclosure of those DNS records.

### **19. AWS Elastic Beanstalk**

19.1. The URL used in connection with an AWS Elastic Beanstalk environment will have the formulation [myapp].elasticbeanstalk.com. You will select the “myapp” portion of the URL and will not:

- ❶ include any trademark of Amazon or its affiliates, or a variant or misspelling of a trademark of Amazon or its affiliates – for example, <endlessboots>, <amaozn>, <smallpartsstore>, <amazonauctions>, <kindlemagazines>, or <kindlewirelessreader> would be unsuitable; or
- ❷ otherwise violate the intellectual property rights of any third party or the AWS Acceptable Use Policy (including, without limitation, containing any offensive, harmful or illegal content).

AWS may reject any URL that fails to comply with this Section. Further, AWS may modify any URL in order to make it compliant with this Section. In addition, AWS may treat any URL that fails to comply with this Section as Prohibited Content.

19.2. The [myapp] portion of the URL is reserved for you only during the time your application environment is running. If you stop running your application environment at any time, for any reason, the [myapp] portion of the URL you were using to run the application environment will no longer be available to you, and will be returned to a pool from which it may be used by another AWS customer.

19.3. AWS may make available reference or sample applications for you to use in connection with AWS Elastic Beanstalk (“Elastic Beanstalk Sample Apps”). Elastic Beanstalk Sample Apps are provided “as is” and you will be charged the same fees for running Elastic Beanstalk Sample Apps as you would be charged for running your own application.

19.4. AWS Elastic Beanstalk is offered at no additional charge, but requires the use of other AWS services. You are responsible for all fees incurred for AWS services used in connection with AWS Elastic Beanstalk.

### **20. Amazon Simple Email Service (SES)**

20.1. We take steps to increase the security and reliability of email you send or attempt to send using SES (“SES Email”). Like many email service providers, when you send or attempt to send an email, we (or our third -party providers) may scan your SES Email and Your Content included in SES Email. This helps us protect you and SES by preventing and blocking “spam” e-mails, viruses and spyware, and other harmful or unwanted items from being sent over SES.

20.2. Your use of SES and all SES Email must comply with the AWS Acceptable Use Policy and the Agreement. We may throttle, suspend or terminate your access to SES, or block or decline to send any SES Email, if we determine in our sole discretion that:

20.3.

- ② our scan of SES Email or Your Content included in SES Email reveals abusive or low quality email (such as “spam”),
- ② SES Email bounces back to us or we receive abuse complaints (including complaints from third parties) in connection with your SES Email,
- ② the source or ReturnPath email address you have provided us for “address bounces” or complaints is not successfully receiving email, or
- ② your use of SES Email does not comply with the AWS Acceptable Use Policy or the Agreement, or
- ② your SES Emails or Your Content include an attachment in a format that we do not support.

20.4. Your SES Emails may be blocked, delayed or prevented from being delivered by destination email servers and other reasons outside of our control. Your payment obligations continue regardless of whether delivery of your emails is prevented, delayed or blocked.

20.5. You are solely responsible for ensuring any emails you send using SES comply with the Federal CAN-SPAM Act. AWS is not the “sender” as defined in the Federal CAN-SPAM Act. You will not use SES in connection with an open mail relay, including, without limitation, an open mail relay in the form of an SMTP server, unrestricted web form, or otherwise.

## 21. AWS CloudFormation

21.1. You may use AWS CloudFormation to create a collection of AWS resources and provision them.

21.2. AWS may make sample templates available for you to use in connection with AWS CloudFormation. All sample templates are offered “as is” and you are solely responsible for your use of the sample templates.

21.3. Any templates you use in connection with AWS CloudFormation must comply with the Agreement and the AWS Acceptable Use Policy and you are solely responsible for your use of any templates.

21.4. AWS CloudFormation is offered at no additional charge, but requires the use of other AWS services. You are responsible for all fees incurred for AWS services used in connection with AWS CloudFormation.

## 22. AWS Direct Connect

22.1. You may use AWS Direct Connect to establish a dedicated network connection between your network and your AWS resources by using connection types and locations supported by AWS. When you establish a dedicated connection, your network traffic that would have otherwise been routed over the Internet may be routed through your dedicated network connection, including your network traffic sent to or from (i) services offered by other affiliates of Amazon.com, Inc. or (ii) the AWS resources of other AWS customers.

22.2. The hardware and equipment you use with AWS Direct Connect must comply with the Documentation provided by AWS. You are responsible for protecting your AWS Direct Connect connections, including using physical security, firewalls and other network security tools as appropriate.

22.3. AWS will permit data center operator or other service provider to connect your hardware to AWS’s hardware at the AWS Direct Connect location(s) that you select. AWS will provide the necessary information to enable the data center operator or other service provider to establish and monitor this connection, including your name, email address, network configuration, activity information, and AWS account number.

22.4. You are responsible for your separate relationship with the data center operator or other service provider, including compliance with your agreement with, and the policies and procedures of, the data center operator or other service provider, and payment of applicable fees to the data center operator or other service provider. You are responsible for providing or procuring (and AWS will not own) any equipment or cabling necessary to establish this dedicated connection. Neither AWS nor any of its affiliates are responsible for the actions, errors or omissions of any employees or contractors of data center operators or service providers, including if the employees or contractors fail to follow instructions from you or AWS.

22.5. We may disconnect your AWS Direct Connect connection at any time for any reason. If the connection you establish as part of AWS Direct Connect is temporarily unavailable or terminated, AWS will route traffic bound for your AWS resources over the public Internet and AWS's standard data transfer charges will apply. However, if you are using Amazon Virtual Private Cloud (VPC), traffic bound for your Amazon VPC resources will be routed through an IPsec VPN connection. If an IPsec VPN connection is unavailable, traffic bound for your Amazon VPC resources will not be delivered.

### **23. Amazon ElastiCache**

23.1. You may only use Amazon ElastiCache to store, query, retrieve and serve Your Content. You are solely responsible, for the proper configuration of all security settings associated with Amazon ElastiCache.

23.2. You may not access or tamper with any software we install on the cache nodes as part of Amazon ElastiCache.

23.3. Amazon ElastiCache is designed for the ephemeral storage of Your Content. You are responsible for maintaining a persistent data storage for Your Content, and routinely archiving Your Content to prevent the loss of Your Content.

23.3. Replacement cache nodes automatically generated by Amazon ElastiCache may have different IP address, and you are responsible for reviewing your application configuration to ensure that your cache nodes are associated with the appropriate IP addresses.

23.4. We may apply software updates on your behalf if we determine there is a security vulnerability in the system or software we install on the cache nodes as part of Amazon ElastiCache.

23.5. Reserved Cache Node Pricing. You may designate Amazon ElastiCache cache node as subject to the reserved pricing and payment terms ("Reserved Cache Node Pricing") set forth on the Amazon ElastiCache detail page on the AWS Site (each designated instance, a "Reserved Cache Node"). You may designate cache nodes as Reserved Cache Nodes by calling to the Purchasing API or selecting the Reserved Cache Node option in the AWS console. When you designate a cache node as Reserved Cache Node, you must designate a region, cache node type, Reserved Cache Node type, and quantity for the applicable Reserved Cache Node. The Reserved Cache Node may only be used in the designated region. We may change Reserved Cache Node Pricing at any time but price changes will not apply to previously designated Reserved Cache Nodes. We may terminate the Reserved Cache Node Pricing program at any time. Reserved Cache Nodes are nontransferable and all amounts paid in connection with the Reserved Cache Nodes are nonrefundable, except that if we terminate the Agreement other than for cause, terminate an individual Reserved Cache Node type, or terminate the Reserved Cache Node Pricing program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously designated Reserved Cache Nodes. Upon expiration or termination of the term of a Reserved Cache Node, the Reserved Cache Node Pricing will expire and standard on-demand usage prices will apply to the cache node. In addition to being subject to Reserved Cache Node Pricing, Reserved Cache Nodes are subject to all data transfer and other fees applicable under the Agreement.

### **24. Amazon Web Services Support (AWS Support)**

24.1. We will provide "Support" in accordance with the terms of AWS Support Features page available at <http://aws.amazon.com/premiumsupport/features> (the "Guidelines"). AWS Support is available only as described in the Guidelines. If you are experiencing problems with one or more Services in connection with your use of any Content that was provided to you by a third party (someone other than yourself or AWS) then AWS Support is not available.

24.2. In providing AWS Support, AWS will use commercially reasonable efforts to (a) respond within the "Response Times" set forth in the Guidelines for all properly submitted cases from authorized individuals, and (b) work towards the identification and resolution of the problems submitted. When submitting a case, you may designate the severity level of a problem; provided that, we reserve the right to reclassify the severity level in our reasonable opinion. All Response Times are measured from the point when a case has been properly submitted by an authorized individual to us. Cases may be submitted as specified in the Guidelines. We do not represent, warrant or guarantee that (i) we will always be able to resolve a case fully, (ii) you will no longer experience a problem, (iii) we will provide a bug fix, patch or other workaround in connection with the identified problem, or (iv) any support or advice will result in any

24.3. performance efficiency or improvement. You are solely responsible for the implementation and results of any suggestions or advice received.

24.4. Unless otherwise set forth in the Guidelines, AWS Support fees will be the greater of (a) the specified minimum monthly fee, or (b) a percentage of your monthly usage charges for all Services during the billing period. Regardless of when you sign up or terminate AWS Support, you are obligated to pay for a minimum of thirty (30) days of support each time you register to receive the service. Implementation of any suggested configurations or improvements may result in additional fees and charges. We reserve the right to refuse to provide AWS Support to any customer that frequently registers for and terminates the service.

## 25. AWS GovCloud (US) Service Terms

25.1 You are responsible for satisfying any applicable eligibility requirements for using the AWS GovCloud (US) Region including providing accurate and current registration information. We may require you to provide additional registration information before we permit you to access the AWS GovCloud (US) Region. Such information may include your U.S. person status, as defined by 22 CFR part 120.15 (“US Person”), and whether you are subject to export restrictions under U.S. export control laws and regulations. We may make, directly or through third parties, any inquiries we consider necessary to validate information that you provide to us, including without limitation checking commercial and/or governmental databases. While we may take steps to verify the identity of our Customers, we cannot and do not guarantee any Customer's identity.

25.2 AWS is responsible for maintaining access controls to the AWS GovCloud (US) Region that limit AWS personnel's physical and logical access to the “AWS Network” to US Persons only. The AWS Network consists of AWS's internal data center facilities, servers, networking equipment, and host software systems that are within AWS's reasonable control and are used to provide the AWS Services. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Customer or End User account access, data transmission, encryption, and appropriate storage and processing of your Content within the AWS GovCloud (US) region. AWS makes no representation or warranty related to the US Persons status of any Customer or End Users that may be granted access to the AWS GovCloud (US) Region by other Customers and their End Users.

25.3 You are responsible for verifying the adequacy of the AWS GovCloud (US) Region for the processing and storage of your Content and that your use of AWS Services will comply with the laws and regulations that may govern your Content. You are also solely responsible for verifying that End Users are eligible to access your Content in the AWS GovCloud (US) region.

25.4 You may only use Amazon VPC to connect your computing resources to the AWS GovCloud (US) region.

25.5 AWS Services may not be used to process or store classified data. If you or your end users introduce classified data into the AWS Network, you will be responsible for all sanitization costs incurred by AWS.

## 26. Amazon DynamoDB

26.1 You will be charged for the throughput capacity (reads and writes) you provision in your Amazon DynamoDB tables even if you do not fully utilize the provisioned capacity.

26.2 The actual reads and writes performance of your Amazon DynamoDB tables may vary and may be less than the throughput capacity that you provision.

26.3 Reserved Capacity Pricing. You may purchase reserved throughput capacity (reads and writes) subject to the pricing and payment terms set forth on the Amazon DynamoDB detail page on the AWS Site (“Amazon DynamoDB Reserved Capacity”). You may purchase Amazon DynamoDB Reserved Capacity by submitting a request through the AWS console. When you purchase Amazon DynamoDB Reserved Capacity, you must designate a region, quantity, and term. You will be charged (1) a one-time, up-front fee and (2) an hourly fee for each hour during the term based on the amount of Amazon DynamoDB Reserved Capacity you purchase. The Amazon DynamoDB Reserved Capacity may only be used in the designated region and only by the account that purchased the Amazon DynamoDB Reserved Capacity. We may change the pricing for Amazon DynamoDB Reserved Capacity at any time, but price changes will not apply to previously purchased Amazon DynamoDB Reserved Capacity. We may terminate the Amazon DynamoDB Reserved Capacity program at any time. Amazon DynamoDB Reserved Capacity is nontransferable and all amounts paid in connection with the Amazon DynamoDB Reserved Capacity are nonrefundable, except that if we

26.4 terminate the Agreement (other than for cause) or the Amazon DynamoDB Reserved Capacity program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously purchased Amazon DynamoDB Reserved Capacity. Upon expiration or termination of the term of any Amazon DynamoDB Reserved Capacity, standard on-demand usage prices will apply to the your use of Amazon DynamoDB. Amazon DynamoDB Reserved Capacity is also subject to all storage, data transfer and other fees applicable under the Agreement.

## **27. AWS Storage Gateway**

27.1 You may only use the AWS Storage Gateway on computer equipment owned or controlled by you for your internal business purposes, solely to access Your Content used in connection with the Services. Your use of the AWS Storage Gateway is governed by the AWS Storage Gateway License, located here: [AWS Storage Gateway License Agreement](#)

## **28. AWS Marketplace**

28.1 The AWS Marketplace is a venue operated by AWS that allows Content to be offered, sold, and bought. Content may sold by AWS or a third party, and the party offering or selling the Content may specify separate terms and conditions and privacy policies for the use of the Content. If the Content is offered or sold by a third party, that party will be the seller of record for the Content. AWS is not a party to the terms with respect to Content offered or sold by third parties. Any Content of third parties offered through the AWS Marketplace constitutes “Third Party Content” under the Agreement. While AWS may help facilitate the resolution of disputes between you and third parties, AWS is not responsible for Third Party Content and has no control over and does not guarantee the quality, safety or legality of items advertised, the truth or accuracy of Third Party Content or listings, or the ability of sellers to offer the Content.

28.2 Except to the extent Content is provided to you under a separate license that expressly states otherwise, neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content, (b) reverse engineer, disassemble, or decompile the Content or apply any other process or procedure to derive the source code of any software included in the Content, (c) resell or sublicense the Content, (d) transfer Content outside the Services without specific authorization to do so, or (e) tamper with or circumvent any controls or make unauthorized copies of the Content.

28.3 AWS may stop providing the AWS Marketplace (or any features of or listings within the AWS Marketplace) to you at AWS’s sole discretion, without prior notice to you. In addition, AWS may disable or remove Content already purchased, if AWS determines in its sole discretion that the Content may violate any AWS policies or any other regulations, policies or laws.

28.4 You authorize AWS, its affiliates, and its third-party payment processors and any service providers to charge the payment method you select in your AWS account for Content that you purchase in the AWS Marketplace. This may include one-time payments as well as recurring payments. A “recurring payment” is a payment that occurs at the specified intervals and amounts provided at the time of purchase (e.g. annually or monthly). The applicable fees and billing periods for the Content are listed on the confirmation screen when you place your order. Your authorizations will remain until cancelled. You may cancel your subscriptions at any time by logging into “Your Software

Subscriptions” on the AWS Site. Unless we specify otherwise, only valid credit cards may be used to purchase a recurring payment subscription.

## **29. AWS Data Pipeline**

29.1 You may only use the AWS Data Pipeline on computer equipment owned or controlled by you for your internal business purposes, solely to access Your Content used in connection with the Services.

29.2 Your use of the AWS Data Pipeline Remote Runner is governed by the AWS Data Pipeline Remote Runner License, located here: [AWS Data Pipeline Remote Runner License Agreement](#).

## **30. Amazon Elastic Transcoder**

30.1 The further distribution of files created by Amazon Elastic Transcoder may require that you obtain license rights from third parties, including owners or licensors of certain third party audio and video formats. You are solely responsible for obtaining these licenses and paying any necessary royalties or fees.

30.2 We do not represent, warrant or guarantee the quality of any files you create through your use of Amazon Elastic Transcoder or that the files will be of a certain fidelity or error free.

### **31. AWS OpsWorks**

31.1 You may use AWS OpsWorks to create a collection of AWS resources and provision them.

31.2 AWS may make sample templates available for you to use in connection with AWS OpsWorks. Sample templates may include chef recipes and/or sample code. All sample templates are offered “as is” and you are solely responsible for your use of the sample templates.

31.3. Any templates you use in connection with AWS OpsWorks must comply with the Agreement and the AWS Acceptable Use Policy and you are solely responsible for your use of any templates.

31.4. AWS OpsWorks is offered at no additional charge, but requires the use of other AWS services. You are responsible for all fees incurred for AWS services used in connection with AWS OpsWorks.

### **32. AWS CloudHSM**

32.1 You may not access, modify, update or tamper with, or attempt to access, modify, update or tamper with, any of the software installed on the HSM device, except as expressly permitted by us.

32.2 As part of the AWS CloudHSM service, AWS will provide access to HSM devices of its choosing. You have no ownership or rental rights in the specific HSM device to which we provide you access in the course of providing the AWS CloudHSM service.

32.3. In conjunction with the AWS CloudHSM service, you may be allowed to use certain software (including related documentation) developed and owned by SafeNet, Inc. or its licensors (collectively, the “SafeNet Software”). In connection with your use of the SafeNet Software, SafeNet and its licensors require that you agree to the additional terms and conditions located here.

32.4. If you elect to discontinue use of a HSM device, you must issue a command to delete the contents of the device (i.e., “zero-ize” the device). You will continue to be charged for use of an HSM device until the device has been zero-ized out and you notify us that you wish to discontinue the service. 32.5. Failure of an HSM device can result in unrecoverable data loss. We do not perform backups or implement fault tolerant configurations on your behalf. You are solely responsible for backup and fault tolerant configurations.

---

## AWS SERVICE DESCRIPTIONS TO PRICING

### Amazon Elastic Compute Cloud (EC2) Pricing

#### On-Demand Instances

On-Demand Instances let you pay for compute capacity by the hour with no long-term commitments. This frees you from the costs and complexities of planning, purchasing, and maintaining hardware and transforms what are commonly large fixed costs into much smaller variable costs.

The EC2 pricing listed includes the cost to run private and public AMIs on the specified operating system (“Windows Usage” prices apply to Windows Server® 2003 R2, 2008, 2008 R2 and 2012). Amazon also provides you with additional instances for Amazon EC2 running Microsoft Windows with SQL Server, Amazon EC2 running SUSE Linux Enterprise Server, Amazon EC2 running Red Hat Enterprise Linux and Amazon EC2 running IBM that are priced differently.

Pricing is per instance-hour consumed for each instance, from the time an instance is launched until it is terminated. Each partial instance-hour consumed will be billed as a full hour.

#### Reserved Instances

Reserved Instances give you the option to make a low, one-time payment for each instance you want to reserve and in turn receive a significant discount on the hourly charge for that instance. There are three Reserved Instance types (Light, Medium, and Heavy Utilization Reserved Instances) that enable you to balance the amount you pay upfront with your effective hourly price.

In addition to Reserved Instances for Linux/UNIX and Windows operating systems, AWS also offers Reserved Instances for Amazon EC2 running SUSE Linux Enterprise Server, Amazon EC2 running Red Hat Enterprise Linux, and Amazon EC2 running Microsoft SQL Server. Dedicated Reserved Instances are also available.

Reserved Instances can be purchased for 1 or 3 year terms, for terms ranging between 1 month to 36 months (depending on available selection). Regardless of the term you purchase, the one-time fee per instance is non-refundable.

Light and Medium Utilization Reserved Instances also are billed by the instance-hour for the time that instances are in a running state; if you do not run the instance in an hour, there is zero usage charge. Partial instance-hours consumed are billed as full hours. Heavy Utilization Reserved Instances are billed for every hour during the entire Reserved Instance term (which means you’re charged the hourly fee regardless of whether any usage has occurred during an hour).

#### Spot Instances

Spot Instances enable you to bid for unused Amazon EC2 capacity. Instances are charged the Spot Price, which is set by Amazon EC2 and fluctuates periodically depending on the supply of and demand for Spot Instance capacity. To use Spot Instances, you place a Spot Instance request, specifying the instance type, the Availability Zone desired, the number of Spot Instances you want to run, and the maximum price you are willing to pay per instance hour. To determine how that maximum price compares to past Spot Prices, the Spot Price history is available via the Amazon EC2 API and the AWS Management Console. If your maximum price bid exceeds the current Spot Price, your request is fulfilled and your instances will run until either you choose to terminate them or the Spot Price increases above your maximum price (whichever is sooner).

#### Data Transfer

The pricing for data transfer is based on data transferred "in" to and "out" of Amazon EC2. Rate tiers take into account your aggregate usage for Data Transfer Out to the Internet across Amazon EC2, Amazon S3, Amazon

Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, Amazon DynamoDB, and AWS Storage Gateway.

Data transferred "in" to and "out" of Amazon Elastic Load Balancing is priced equivalent to Amazon EC2, except that Data Transfer OUT from Amazon Elastic Load Balancing in EC2 to another AWS Region or Amazon CloudFront is priced at "Internet" rates. Data transferred OUT from Amazon Elastic Load Balancing in Amazon VPC to another AWS Region or Amazon CloudFront is priced at Inter-region rates.

### **EBS-Optimized Instances**

EBS-Optimized instances enable Amazon EC2 instances to fully utilize the IOPS provisioned on an EBS volume. EBS-Optimized instances deliver dedicated throughput between Amazon EC2 and Amazon EBS, with options between 500 Mbps and 1000 Mbps depending on the instance type used. When attached to EBS-Optimized instances, Provisioned IOPS volumes are designed to deliver within 10% of their provisioned performance 99.9% of the time. The hourly price for EBS-Optimized instances is in addition to the hourly usage fee for supported instance types.

### **Amazon Elastic Block Store**

Provisioned IOPS is charged by the amount you provision in IOPS (input/output operations per second) X the percentage of days you provision for the month. For example, if you provision a volume with 1000 IOPS, and keep this volume for 15 days in a 30 day month, then in the Virginia Region, you would be charged \$50 for the IOPS that you provision ( $\$0.10$  per provisioned IOPS-Month \* 1000 IOPS Provisioned \* 15 days/30).

Amazon EBS currently supports up to 2000 IOPS per Provisioned IOPS volume. For a given allocation of resources, the IOPS rate you get from your Provisioned IOPS volume depends on the I/O size of your applications' reads and writes. Provisioned IOPS volumes process your applications' reads and writes in I/O sizes of 16KB or less. Every increase in I/O size above 16KB will linearly increase the resources you need to achieve the same IOPS rate. For example, if you have provisioned a volume with 2000 IOPS, that means that it can handle 2000 16KB writes per second, or 1000 32KB writes per second, or 500 64KB writes per second, and so on. You can use Amazon CloudWatch to monitor your throughput and I/O sizes.

### **Elastic IP Addresses**

You can have one Elastic IP (EIP) address associated with a running instance at no charge. If you associate additional EIPs with that instance, you will be charged for each additional EIP associated with that instance per hour on a pro rata basis. Additional EIPs are only available in Amazon VPC. To ensure efficient use of Elastic IP addresses, AWS imposes a small hourly charge when these IP addresses are not associated with a running instance or when they are associated with a stopped instance or unattached network interface.

### **Amazon CloudWatch**

Detailed Monitoring for Amazon EC2 is charged at standard Amazon CloudWatch rates of \$0.50 per metric per month. Each instance includes seven metrics for total charges of \$3.50 per month. Partial months are charged on an hourly pro rata basis, at approximately \$0.005/instance-hour.

### **Auto Scaling**

Auto Scaling is enabled by Amazon CloudWatch and carries no additional fees. Each instance launched by Auto Scaling is automatically enabled for monitoring and the applicable Amazon Cloudwatch charges will be applied.

### **Elastic Load Balancing**

With Elastic Load Balancing, you only pay for what you use. You are charged for each hour or partial hour when your Elastic Load Balancer is running and for each GB of data transferred through your Elastic Load Balancer. You will be charged at the end of each month for your Elastic Load Balancing resources actually consumed.

### **Elastic Map Reduce**

With Elastic MapReduce you only pay for what you use. Your cost will depend on the number and type of Amazon EC2 Instances in your job flow and the amount of time it is running. Elastic MapReduce pricing is in addition to pricing for EC2 and S3.

### **Auto Scaling**

Auto Scaling is enabled by Amazon CloudWatch and carries no additional fees. Each instance launched by Auto Scaling is automatically enabled for monitoring and the applicable Amazon Cloudwatch charges will be applied.

### **Amazon Cloud Front**

#### **On Demand Pricing**

AWS charges less where our costs are less, thus some prices vary across geographic regions and are based on the edge location through which your content is served. There may be higher fees associated with any new edge locations AWS adds to the CloudFront network in the future. Usage tiers for data transfer are measured separately for each geographic region.

#### **Invalidation Requests**

No additional charge for the first 1,000 files that you request for invalidation each month. \$0.005 per file listed in your invalidation requests thereafter.

#### **Origin Server**

With Amazon CloudFront, you can use an AWS origin (e.g., Amazon S3, Amazon EC2, Elastic Load Balancing, etc.) or your own origin servers to store the original, definitive versions of your files. If you are using Amazon S3 or Amazon EC2 as an origin server, data transferred from the origin server to edge locations (Amazon CloudFront “origin fetches”) will be billed at a lower price than Internet data transfer out of Amazon S3 or Amazon EC2.

#### **Price Classes**

Price classes provides you an option to lower the prices you pay to deliver content out of Amazon CloudFront. By default, Amazon CloudFront minimizes end user latency by delivering content from its entire global network of edge locations. However, because AWS charges more where their costs are higher, this means that you pay more to deliver your content with low latency to end-users in some locations. Price Classes let you reduce your delivery prices by excluding Amazon CloudFront’s more expensive edge locations from your Amazon CloudFront distribution. In these cases, Amazon CloudFront will deliver your content from edge locations within the locations in the price class you selected and charge you the data transfer and request pricing from the actual location where the content was delivered.

If performance is most important to you, you don’t need to do anything; your content will be delivered by our whole network of locations. However, if you wish to use another Price Class, you can configure your distribution through the AWS Management Console or via the Amazon CloudFront API. If you select a price class that does not include all locations, some of your viewers, especially those in geographic locations that are not in your price class, may experience higher latency than if your content were being served from all Amazon CloudFront locations.

Note that Amazon CloudFront may still occasionally serve requests for your content from an edge location in a location that is not included in your price class. When this occurs, you will only be charged the rates for the least expensive location in your price class. The table below lists the groupings for each Amazon CloudFront Price Class:

Price Class All	Price Class 200	Price Class 100
United States	<b>United States</b>	<b>United States</b>
Europe	<b>Europe</b>	<b>Europe</b>
Hong Kong, Korea & Singapore	<b>Hong Kong, Korea &amp; Singapore</b>	
Japan	<b>Japan</b>	
South America		
Australia		

### Reserved Capacity Pricing

Reserved Capacity gives you the option to commit to a minimum monthly usage level for 12 months or longer and in turn receive a significant discount. Reserved Capacity agreements begin at a minimum of 10 TB of data transfer per month from a single region.

### Amazon DynamoDB

#### Provisioned Throughput Capacity

When you create or update your Amazon DynamoDB table, you specify how much capacity you wish to reserve for reads and writes. Amazon DynamoDB will reserve the necessary machine resources to meet your throughput needs with consistent, low-latency performance. You pay a flat, hourly rate based on the capacity you reserve.

A unit of Write Capacity enables you to perform one write per second for items of up to 1KB in size. Similarly, a unit of Read Capacity enables you to perform one strongly consistent read per second (or two eventually consistent reads per second) of items of up to 4 KB in size. Larger items will require more capacity. You can calculate the number of units of read and write capacity you need as follows:

Units of Capacity required for writes = Number of item writes per second x item size (round up to the nearest integer)

Units of Capacity required for reads<sup>1</sup> = Number of item reads per second x (item size / 4) (round up to the nearest integer)

<sup>1</sup>If you use eventually consistent reads you'll get twice the throughput in terms of reads per second.

Here's an example. Suppose you have a DynamoDB table with items that are 3 KB in size. If you want to do 10 writes per second, you will need to  $10 \times 3 = 30$  write capacity units. If you want to do 10 reads per second, you will need  $10 \times (3 / 4) = 8$  read capacity units (rounded up to the nearest integer).

If your request throughput exceeds your provisioned capacity, it may be throttled. However, the AWS Management Console charts your provisioned and utilized throughput capacity, and lets you make changes easily in anticipation of traffic changes.

#### Indexed Data Storage

Amazon DynamoDB is an indexed datastore, and the amount of disk space your data consumes will exceed the raw size of the data you have uploaded. Amazon DynamoDB measures the size of your billable data by adding up the raw byte size of the data you upload, plus a per-item storage overhead of 100 bytes to account for indexing. You do not need to "provision" storage with Amazon DynamoDB. You are simply billed for what you use

### **Reserved Capacity**

Reserved Capacity pricing offers significant savings over the normal price of DynamoDB provisioned throughput capacity. When you buy Reserved Capacity, you pay a one-time upfront fee and commit to paying for a minimum usage level, at the hourly rates indicated above, for the duration of the Reserved Capacity term.

### **Data Transfer**

Data transfer “in” and “out” refers to transfer into and out of Amazon DynamoDB. There is no additional charge for data transferred between Amazon DynamoDB and other Amazon Web Services within the same Region (i.e. \$0.00 per GB). Data transferred across Regions (e.g. between Amazon DynamoDB in the US East (Northern Virginia) Region and Amazon EC2 in the EU (Ireland) Region), will be charged at Internet Data Transfer rates on both sides of the transfer.

Your free usage is calculated each month and automatically applied to your bill – free usage does not accumulate.

As part of AWS’s Free Usage Tier, AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Data transfer out rate tiers aggregate outbound data transfer across Amazon EC2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon DynamoDB, Amazon SQS, Amazon SNS, AWS Storage Gateway, and Amazon VPC.

### **Amazon Relational Database Service (RDS)**

#### **On Demand DB Instances**

When you run your DB Instance as a Multi-AZ deployment for enhanced data durability and availability, Amazon RDS provisions and maintains a standby in a different Availability Zone for automatic failover in the event of a scheduled or unplanned outage.

For both standard and Multi-AZ deployments, pricing is per DB Instance-hour consumed, from the time a DB Instance is launched until it is terminated. Each partial DB Instance-hour consumed will be billed as a full hour.

#### ***MySQL***

On-Demand DB Instances let you pay for compute capacity by the hour your DB Instance runs with no long-term commitments. This frees you from the costs and complexities of planning, purchasing, and maintaining hardware and transforms what are commonly large fixed costs into much smaller variable costs.

#### ***Oracle – License Included***

Under the "**License Included**" service model, you do not need separately purchased Oracle licenses; the Oracle Database software has been licensed by AWS. "License Included" pricing is inclusive of software, underlying hardware resources, and Amazon RDS management capabilities.

On-Demand DB Instances for the License Included model let you pay for compute capacity by the hour your DB Instance runs with no long-term commitments. This frees you from the costs and complexities of planning, purchasing, and maintaining hardware and transforms what are commonly large fixed costs into much smaller variable costs.

Currently supported under this model: Standard Edition One

### ***Oracle – Bring Your Own License (BYOL)***

Under the **Bring Your Own License (“BYOL”) model**, you can run Amazon RDS using your existing Oracle Database software licenses. You can also purchase Oracle Database 11g licenses directly from Oracle and run them on Amazon RDS.

To run a DB Instance under the BYOL model, you must have the appropriate Oracle Database license (with Software Update License & Support) for the DB Instance class and Oracle Database edition you wish to run. You must also follow Oracle's policies for licensing Oracle Database software in the cloud computing environment.

On-Demand DB Instances for the BYOL model also let you pay for compute capacity by the hour your DB Instance runs with no long-term commitments.

Supported under this model: Enterprise Edition, Standard Edition, Standard Edition One. Charges do not vary by edition for BYOL Amazon RDS pricing.

### ***SQL Server – License Included***

Under the "License Included" service model, you do not need separately purchased Microsoft SQL Server licenses. "License Included" pricing is inclusive of software, underlying hardware resources, and Amazon RDS management capabilities.

Currently supported under this model: Express, Web and Standard Editions

**On-Demand DB Instances** for the License Included model let you pay for compute capacity by the hour your DB Instance runs with no long-term commitments. This frees you from the costs and complexities of planning, purchasing, and maintaining hardware and transforms what are commonly large fixed costs into much smaller variable costs. The pricing applies to DB Instances deployed in a single Availability Zone (Single-AZ).

Note that pricing is per DB Instance-hour consumed, from the time a DB Instance is launched until it is terminated. Each partial DB Instance-hour consumed will be billed as a full hour.

As with On-Demand DB Instances under the "License Included" service model, you do not need separately purchased SQL Server licenses for Reserved Instances.

With **Reserved Instances**, you can make a low, one-time, up-front payment for each DB Instance you wish to reserve for a 1 or 3 year term. In return, you receive a significant discount off the ongoing hourly usage rate for the DB Instance(s) you reserve. Amazon RDS provides three RDS Reserved Instance types (Light, Medium, and Heavy Utilization Reserved Instances) that give you the flexibility to choose the right pricing option depending on your usage requirements. The pricing applies to DB Instances deployed in a single Availability Zone (Single-AZ or Standard Deployment).

### ***SQL Server – Bring Your Own License (BYOL)***

Microsoft's License Mobility program (referred to henceforth as Bring Your Own License or "BYOL") allows customers who already own SQL Server licenses to run SQL Server deployments on Amazon RDS. This benefit is available to Microsoft Volume Licensing (VL) customers with SQL Server licenses (currently including Standard and Enterprise Editions) covered by active Microsoft Software Assurance (SA) contracts. The Microsoft License Mobility program is suited for customers who prefer to use existing SQL Server licenses or purchase new licenses directly from Microsoft or any other reseller. To run a DB Instance under the BYOL model, you must meet the eligibility requirements. You must also have the appropriate SQL Server licenses with Software Assurance for the DB Instance class and SQL Server edition you wish to run, and must adhere to Microsoft's licensing policies.

Supported under this model: Standard Edition and Enterprise Edition. AWS charges are the same for each edition supported under this model. The pricing applies to a standard DB Instance deployed in a single Availability Zone.

**On-Demand DB Instances** for the BYOL model also let you pay for compute capacity by the hour your DB Instance runs with no long-term commitments.

For **Reserved Instances**, you can make a low, one-time, up-front payment for each DB Instance you wish to reserve for a 1 or 3 year term. In return, you receive a significant discount off the ongoing hourly usage rate for the DB Instance(s) you reserve. AWS provides three Reserved Instance types (Light, Medium, and Heavy Utilization Reserved Instances) that give you the flexibility to choose the right pricing option depending on your usage requirements.

## Reserved Instances

### *My SQL*

Amazon RDS Reserved Instances give you the option to make a low, one-time payment for each DB instance you want to reserve and in turn receive a significant discount on the hourly charge for that instance. Amazon RDS provides three RDS Reserved Instance types (Light, Medium, and Heavy Utilization Reserved Instances) that enable you to balance the amount you pay upfront with your effective hourly price. Based on your application workload and the amount of time you plan to run them, Amazon RDS Reserved Instances may provide substantial savings over running on-demand DB instances.

Standard DB Instance reservations can be applied to either a standard Database Instance or Read Replica deployed in a single Availability Zone. Multi-AZ deployments have separate reservation options.

Please note the one-time fee per DB Instance is non-refundable.

### *Oracle – License Included*

As with On-Demand DB Instances under the **"License Included" service model**, you do not need separately purchased Oracle licenses; the Oracle Database software has been licensed by AWS.

With Reserved Instances, you can make a low, one-time, up-front payment for each DB Instance you wish to reserve for a 1 or 3 year term. In return, you receive a significant discount off the ongoing hourly usage rate for the DB Instance(s) you reserve. Amazon RDS provides three RDS Reserved Instance types (Light, Medium, and Heavy Utilization Reserved Instances) that enable you to balance the amount you pay upfront with your effective hourly price.

Currently supported under this model: Standard Edition One.

### *Oracle – Bring Your Own License (BYOL)*

To run a DB Instance under the **BYOL model**, you must have the appropriate Oracle Database license (with Software Update License & Support) for the DB Instance class and Oracle Database edition you wish to run. You must also follow Oracle's policies for licensing Oracle Database software in the cloud computing environment.

You can make a low, one-time, up-front payment for each DB Instance you wish to reserve for a 1 or 3 year term. In return, you receive a significant discount off the ongoing hourly usage rate for the DB Instance(s) you reserve.

Supported under this model: Enterprise Edition, Standard Edition, Standard Edition One. Charges do not vary by edition for BYOL Amazon RDS pricing.

## Database Storage

### *MySQL*

#### **Provisioned IOPS Storage**

For each DB Instance class, Amazon RDS provides you the ability to specify or provision the I/O capacity your database needs. You can provision from 1,000 IOPS with 100GB of storage and scale up to 10,000 IOPS with 1TB of storage with the MySQL DB Engine. With Provisioned IOPS, you will be charged for the throughput and storage you provision. However, you will not be charged for the I/Os you consume.

### **Standard Storage**

For each DB Instance class, Amazon RDS provides you the ability to select from 5 GB to 1 TB of associated storage capacity for your primary data set.

When you run your DB Instance as a Multi-AZ deployment for enhanced data durability and availability, Amazon RDS provisions and maintains a standby in a different Availability Zone for automatic failover in the event of planned or unplanned outages.

### ***Oracle – License Included or BYOL***

For each DB Instance class, Amazon RDS provides you the ability to select up to 1 TB of associated storage capacity for your primary data set.

Your database storage charges will be the same whether you are running your Amazon RDS for Oracle DB Instance under the License Included model or the BYOL model.

### **Provisioned IOPS Storage**

For each DB Instance class, Amazon RDS provides you the ability to specify or provision the I/O capacity your database needs. You can provision from 1,000 IOPS with 100GB of storage and scale up to 10,000 IOPS with 1TB of storage with the Oracle DB Engine. With Provisioned IOPS, you will be charged for the throughput and storage you provision. However, you will not be charged for the I/Os you consume.

### **Standard Storage**

For each DB Instance class, Amazon RDS provides you the ability to select up to 1 TB of associated storage capacity for your primary data set.

Your provisioned database storage charges will be the same whether you are running your Amazon RDS for Oracle DB Instance under the License Included model or the BYOL model.

For Multi-AZ deployments, when you update your database, write I/O usage will double as Amazon RDS synchronously replicates your data to the standby DB instance. Read I/O usage will remain the same when reading from the database.

### ***SQL Server – License Included or BYOL***

For each DB Instance class, Amazon RDS provides you the ability to select up to 1 TB of associated storage capacity for your primary data set.

Your database storage charges will be the same whether you are running your Amazon RDS for SQL Server DB Instance under the License Included model or the BYOL model.

### **Provisioned IOPS Storage**

For each DB Instance class, Amazon RDS provides you the ability to specify or provision the I/O capacity your database needs. You can provision from 1,000 IOPS with 100GB of storage to 7,000 IOPS with 1TB of storage with the SQL Server DB Engine. With Provisioned IOPS, you will be charged for the throughput and storage you provision. However, you will not be charged for the I/Os you consume.

### **Standard Storage**

For each DB Instance class, Amazon RDS provides you the ability to select up to 1 TB of associated storage capacity for your primary data set.

Your provisioned database storage charges will be the same whether you are running your Amazon RDS for SQL Server DB Instance under the License Included model or the BYOL model.

## Backup Storage

### *My SQL, Oracle, SQL Server*

Backup storage is the storage associated with your automated database backups and any user-initiated DB Snapshots you have taken. Increasing your backup retention period or taking additional database snapshots increases the backup storage consumed by your database.

- ② There is no additional charge for backup storage up to 100% of your provisioned database storage for an active DB Instance.\* After the DB Instance is terminated, backup storage is billed at \$0.125 per GB-month.
- ② Additional backup storage: \$0.125 per GB-month

For example, if you have an active DB Instance with 10GB-month of provisioned database storage, AWS will provide up to 10GB-month of backup storage at no additional charge.

## Data Transfer

### *MySQL, Oracle*

- ② The pricing is based on data transferred “in” and “out” of Amazon RDS
- ② Data transferred between Amazon RDS and Amazon EC2 Instances in the same Availability Zone is free.
- ② Data transferred between Availability Zones for replication of Multi-AZ deployments is free.
- ② Amazon RDS DB Instances outside VPC: For data transferred between an Amazon EC2 instance and Amazon RDS DB Instance in different Availability Zones of the same Region, there is no Data Transfer charge for traffic in or out of the Amazon RDS DB Instance. You are only charged for the Data Transfer in or out of the Amazon EC2 instance, and standard Amazon EC2 Regional Data Transfer charges apply (\$.01 per GB in/out).
- ② Amazon RDS DB Instances inside VPC: For data transferred between an Amazon EC2 instance and Amazon RDS DB Instance in different Availability Zones of the same Region, Amazon EC2 Regional Data Transfer charges apply on both sides of transfer.
- ② Data transferred between Amazon RDS and AWS services in different regions will be charged as Internet Data Transfer on both sides of the transfer.

As part of AWS’s Free Usage Tier, new AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Rate tiers take into account your aggregate Data Transfer Out usage across Amazon EC2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, AWS Storage Gateway, Amazon DynamoDB and Amazon VPC.

### *SQL Server*

- ② The pricing below is based on data transferred “in” and “out” of Amazon RDS.
- ② Data transferred between Amazon RDS and Amazon EC2 Instances in the same Availability Zone is free.
- ② Amazon RDS DB Instances outside VPC: For data transferred between an Amazon EC2 instance and Amazon RDS DB Instance in different Availability Zones of the same Region, there is no Data Transfer charge for traffic in or out of the Amazon RDS DB Instance. You are only charged for the Data Transfer in or out of the Amazon EC2 instance, and standard Amazon EC2 Regional Data Transfer charges apply (\$.01 per GB in/out).
- ② Amazon RDS DB Instances inside VPC: For data transferred between an Amazon EC2 instance and Amazon RDS DB Instance in different Availability Zones of the same Region, Amazon EC2 Regional Data Transfer charges apply on both sides of transfer.
- ② Data transferred between Amazon RDS and AWS services in different regions will be charged as Internet Data Transfer on both sides of the transfer.

As part of AWS's Free Usage Tier, new AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Rate tiers take into account your aggregate Data Transfer Out usage across Amazon EC2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, AWS Storage Gateway, Amazon DynamoDB and Amazon VPC.

## **Amazon SimpleDB**

### **Machine Utilization**

Amazon SimpleDB measures the machine utilization of each request and charges based on the amount of machine capacity used to complete the particular request (SELECT, GET, PUT, etc.), normalized to the hourly capacity of a circa 2007 1.7 GHz Xeon processor.

### **Data Transfer**

Data transfer “in” and “out” refers to transfer into and out of Amazon SimpleDB. There is no additional charge for data transferred between Amazon SimpleDB and other Amazon Web Services within the same Region (i.e., \$0.00 per GB). Data transferred across Regions (e.g., between Amazon SimpleDB in the EU (Ireland) Region and Amazon EC2 in the US East (Northern Virginia) Region, will be charged at Internet Data Transfer rates on both sides of the transfer.

Your free usage is calculated each month across all regions and automatically applied to your bill – free usage does not accumulate.

As part of AWS's Free Usage Tier, new AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Data transfer out rate tiers aggregate outbound data transfer across Amazon EC2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, Amazon DynamoDB, AWS Storage Gateway, and Amazon VPC.

### **Structured Data Storage**

Amazon SimpleDB measures the size of your billable data by adding the raw byte size of the data you upload + 45 bytes of overhead for each item, attribute name and attribute-value pair.

Amazon SimpleDB is designed to store relatively small amounts of data and is optimized for fast data access and flexibility in how that data is expressed. In order to minimize your costs across AWS services, large objects or files should be stored in Amazon S3, while the pointers and the meta-data associated with those files can be stored in Amazon SimpleDB. This will allow you to quickly search for and access your files, while minimizing overall storage costs.

## **Amazon Simple Queue Service (SQS)**

### **Requests**

Amazon SQS requests are: CreateQueue, ListQueues, DeleteQueue, SendMessage, SendMessageBatch, ReceiveMessage, ChangeMessageVisibility, ChangeMessageVisibilityBatch, DeleteMessage, DeleteMessageBatch, SetQueueAttributes, GetQueueAttributes, GetQueueUrl, AddPermission, and RemovePermission.

### **Data Transfer**

The pricing is based on data transferred “in” and “out” of Amazon SQS.

Data transfer “in” and “out” refers to transfer into and out of Amazon SQS. Data transferred between Amazon SQS and Amazon EC2 within a single region is free of charge (i.e., \$0.00 per GB). Data transferred between Amazon SQS and Amazon EC2 in different regions will be charged at Internet Data Transfer rates on both sides of the transfer.

Your free usage is calculated each month across all regions and automatically applied to your bill – free usage does not accumulate.

As part of AWS’s Free Usage Tier, new AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Data transfer out rate tiers aggregate outbound data transfer across Amazon EC2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, Amazon DynamoDB, AWS Storage Gateway, and Amazon VPC.

### **Amazon Simple Notification Service (SNS)**

#### **Requests**

First 100,000 Amazon SNS API Requests per month are free

#### **Notifications**

##### ***HTTP/HTTPS***

First 100,000 Amazon SNS HTTP/HTTPS Notifications per month are free

##### ***Email/Email-JSON***

First 1,000 Amazon SNS Email/Email-JSON Notifications per month are free

##### ***SMS***

First 100 Amazon SNS SMS Notifications per month are free

##### ***SQS***

There is no charge for SQS Notifications

### **Data Transfer**

Data transfer “in” and “out” refers to transfer into and out of Amazon SNS. Data transferred between Amazon SNS and Amazon EC2 within a single region is free of charge (i.e., \$0.00 per GB). Data transferred between Amazon SNS and Amazon EC2 in different regions will be charged at Internet Data Transfer rates on both sides of the transfer.

Your free usage is calculated each month across all regions and automatically applied to your bill – free usage does not accumulate.

As part of AWS’s Free Usage Tier, new AWS customers will receive free 15 GB of data transfer out each month aggregated across all AWS services for one year.

Data transfer out rate tiers aggregate outbound data transfer across Amazon EC 2, Amazon EBS, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, Amazon DynamoDB, AWS Storage Gateway, and Amazon VPC.

### **Amazon CloudWatch**

Pay only for what you use. There is no minimum fee. You will be charged at the end of the month for your usage. For Amazon CloudWatch metrics and alarms, each partial month is billed on a pro rata basis, hourly.

Basic Monitoring metrics (at five-minute frequency) for Amazon EC2 instances are free of charge, as are all metrics for Amazon EBS volumes, Elastic Load Balancers, and Amazon RDS DB instances.

New and existing customers also receive 10 metrics (applicable to Detailed Monitoring for Amazon EC2 instances or Custom Metrics), 10 alarms, and 1 million API requests each month at no additional charge.

Your free usage is calculated each month across all regions and automatically applied to your bill — free usage does not accumulate.

### **Amazon Route 53**

#### **Hosted Zones**

The monthly hosted zone prices listed are not prorated for partial months. A hosted zone is charged upon set-up and on the first day of each subsequent month. To allow testing, a hosted zone that is deleted within 12 hours of creation is not charged.

#### **Latency Based Routing Queries**

The query prices listed are prorated; for instance, a hosted zone with 100,000 standard queries would be charged \$0.050 and a hosted zone with 100,000 Latency Based Routing queries would be charged \$0.075.

Queries to Alias records that are mapped to Elastic Load Balancers and Amazon S3 website buckets are free. These queries are listed as “Intra-AWS-DNS-Queries” on the Amazon Route 53 usage report.

#### **DNS Failover Health Checks**

An "AWS endpoint" is defined as a resource running within AWS, for example an Amazon EC2 instance. Health checks of Amazon S3 website bucket endpoints are provisioned automatically by AWS. You are not billed for health checks of S3 website bucket endpoints. S3 website bucket endpoints will remain free even after July 31, 2013.

### **Amazon Virtual Private Cloud (VPC) Pricing**

If you choose to create a Hardware VPN Connection to your VPC using a Virtual Private Gateway, you are charged for each "VPN Connection-hour" that your VPN connection is provisioned and available. Each partial VPN Connection-hour consumed is billed as a full hour. You also incur standard AWS data transfer charges for all data transferred via the VPN Connection. If you no longer wish to be charged for a VPN Connection, you simply terminate your VPN Connection using the AWS Management Console or the DeleteVpnConnection API.

## **Amazon Simple Storage Service (S3)**

### **Request Pricing**

No charge for delete requests of Standard or RRS objects. For objects that are archived to Glacier, there is a pro-rated charge of \$0.03 per gigabyte for objects deleted prior to 90 days.

Glacier is designed with the expectation that restores are infrequent and unusual, and data will be stored for extended periods of time. You can restore up to 5% of your average monthly Glacier storage (pro-rated daily) for free each month. If you choose to restore more than this amount of data in a month, you are charged a restore fee starting at \$0.01 per gigabyte.

### **Data Transfer Pricing**

Storage and bandwidth size includes all file overhead.

Rate tiers take into account your aggregate usage for Data Transfer Out to the Internet across Amazon EC2, Amazon S3, Amazon Glacier, Amazon RDS, Amazon SimpleDB, Amazon SQS, Amazon SNS, Amazon DynamoDB, and AWS Storage Gateway.

### **Additional Information:**

#### **Microsoft Azure, Google Compute Cloud, GSuite, AWS, and CloudCheckr**

For the current and full AWS, Microsoft Azure, Google Compute Cloud, GSuite, and CloudCheckr Price Lists, please utilize the following link:

<http://gsa.jhc.technology.s3-website-us-east-1.amazonaws.com/>