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1. General

Development Consultants Incorporated (“DCI”, “Our”, “We”, or “Us”) is an authorized private-sector and public-sector reseller of AWS commercial and GovCloud services. “Public-sector” is defined as any Federal, State, or Local organization that is controlled by the government. “Private-sector” is defined as any business organization that is not under direct government control.

Amazon Web Services (“AWS”) is a public cloud service provider. AWS also provides a community cloud environment for United States Government entities in the form of an isolated AWS region designed to host sensitive United States Government data and regulated workloads (“GovCloud”).

1.1 Agreement

This Development Consultants Incorporated AWS Customer Agreement (the "Agreement") is made and entered into by and between Development Consultants Incorporated and the entity agreeing to these terms ("Customer", "Consumer", "You", or "Your"). This agreement, together with any appendices, attachments, schedules, services supplements, or service orders constitutes the terms. This Agreement is effective as of the date Customer accepts this Agreement (the "Effective Date") or when the Customer first uses any of the Service Offerings (as defined below), whichever occurs first.

1.2 Legal Authority

If you are accepting on behalf of a Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not accept this Agreement. This Agreement governs Customer's access to and use of AWS Services.

1.3 Incorporation of DCI Agreements

By using or accessing AWS Services provided by DCI, you agree to this agreement and all applicable DCI legal agreements. By entering into this Agreement, you acknowledge that your use of AWS services provided by DCI is subject to all DCI policies and terms, specifically including the DCI Supplemental Customer Service Agreement. This agreement and all current DCI legal documents are available for review at <https://www.devconinc.com/legal>.

1.4 Incorporation of AWS Agreements

By using or accessing AWS Services provided by DCI, you agree to this agreement and all applicable AWS legal agreements. Current AWS legal documents are available for review at <https://aws.amazon.com/legal>.

This Agreement, and specifically sections 1.3.1 and 1.3.2, set forth additional policy and terms required by AWS. By entering into this Agreement, you acknowledge that your use of AWS services is subject to all AWS policies and terms, specifically including the following agreements applicable to your business sector:

1.4.1 Private Sector Customers

<https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>

1.4.2 Public Sector Customers

<https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf>

1.5 Disclosures to Amazon Web Services

DCI contractually obligated to provide periodic disclosures to AWS regarding the Customer. These disclosures include the nature and existence of this Agreement with Customer, the name and contact information of Customer, and the AWS account ID associated with Customer (collectively the “AWS Disclosures”). AWS will use AWS Disclosures data to enforce the AWS Customer License Terms and Conditions in connection with misuse or suspected misuse of the AWS Services by Customer, account monitoring, and any account transitions. Customer irrevocably authorizes and grants DCI the right to make the AWS Disclosures to AWS at such time or times as may be requested or desired by AWS or DCI, in their sole and absolute discretion.

2. Service Offerings

2.1 Cloud Services

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

Cloud Services are defined by the National Institute of Standards and Technology (“NIST”) in [Special Publication 800-145](#). The current complete list of AWS Cloud Services is available at: <https://aws.amazon.com/products/>.

2.2 GovCloud Services

AWS GovCloud (“GovCloud”) is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their US government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP) requirements.

DCI and AWS service the GovCloud region with U.S. Persons, the region is built on U.S. soil, and only vetted U.S. Persons are permitted to hold Master Account credentials. A list of all GovCloud Services is available at: <https://aws.amazon.com/govcloud-us/details/>. The availability of GovCloud Services depends on Customer-specific Government compliance program requirements (SOC, PCI, ISO, FedRAMP, DoD CC SRG, HIPAA BAA, IRAP, MTCS, C5, etc.). The status of AWS services in scope for each Government compliance program is available at: <https://aws.amazon.com/compliance/services-inscope/>.

2.3 Cloud Support Services

All Development Consultants Incorporated AWS Cloud Services Customers are required to carry either Business Support or Enterprise Support for the term of this contract. The Customer may choose either DCI or AWS as their support provider. Additional information about support options and providers may be found here: <https://www.devconinc.com/support/>.

DCI Cloud Support Services provided to the Customer pursuant to this Agreement include:

- Business Support or Enterprise Support provided by DCI or AWS

- Customer Account Maintenance
 - Creation of new Customer Accounts in our Master Reseller Account
 - Transition of Customer Accounts to and from our Master Reseller Account
- Customer Account Billing Management
 - Creation of Customer Account Invoices
 - Creation of Customer Account consolidated detailed billing reports
 - Creation of Customer Account consolidated detailed usage reports
- Customer Account User Management
 - Ownership and maintenance of the Master Account credentials
 - Creation of Customer Account Delegated Administrative IAM Users and Groups

2.4 Service Level Agreements

AWS Service Level Agreements (“SLAs”) are policies governing the use of the AWS Products and Services under the terms of the AWS Customer Agreement (the “AWS Agreement”) between AWS and you. DCI Service Level Agreements are policies governing the Cloud Support Services under the terms of this agreement between DCI and you. DCI Service Level Agreements are consistent with the AWS Service Level Agreements located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

2.5 Service Level Agreement Changes

AWS reserves the right to change the terms of AWS SLAs in accordance with the AWS Agreement. DCI reserves the right to change the terms of DCI SLAs in accordance with Section 12 of this Agreement.

2.6 Cloud Service Limitations

DCI is an authorized partner and reseller of AWS Cloud Services. The Customer acknowledges that AWS Services are the sole and exclusive responsibility of AWS. DCI has no control over AWS or the availability, security, maintenance, or lifecycle of AWS Services. AWS may, in its sole discretion, modify, discontinue, or refrain from providing AWS Services to any state, country or region. Furthermore, AWS may, in its sole discretion, limit the scope or availability of DCI Services provided with respect to AWS Services.

2.7 Service Changes

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

2.8 API Changes

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

2.9 Location of Services

No services subject to this Agreement will be performed at the Customer site. AWS Cloud Services are available in several regions globally. Current AWS global infrastructure information is available at: <https://aws.amazon.com/about-aws/global-infrastructure/>. DCI Cloud Support Services are performed at DCI facilities located in the United States and only by U.S. Persons.

Customer site-specific customizations, such as the customer-site network endpoint configuration necessary to connect to AWS, are the responsibility of the Customer. The Customer may contract DCI to perform Customer-site work through Supplemental Professional Services, which are not subject to this agreement.

2.10 Supplemental Professional Services

DCI offers value added Professional Services to supplement our Cloud Services that are outside the scope of this Agreement. Professional Services, except for the Cloud Support Services set forth in Section 2.3, are not subject to this Agreement.

3. Account Management

3.1 Reseller Master Account

Development Consultants Incorporated resells AWS cloud services via our Reseller Master Account (“DCI Reseller Master Account”). No third parties will be granted access to the DCI Reseller Master Account under any circumstances.

3.2 Customer Account

A “Customer Account” is an account that is linked to the DCI Reseller Master Account. DCI is the legal owner of the Customer Account. A Customer Account must be used exclusively by only one customer. The Customer may not delegate, sell, transfer, or sublicense the Customer Account. A Customer may have many Customer Accounts through DCI subject to this Agreement. The Customer authorizes Development Consultants Incorporated to take all acts necessary to provision or transfer requested AWS Services and accounts, including, without limitation, accessing existing accounts to be transferred to DCI. The customer may create and maintain additional AWS accounts that are not linked to the DCI Reseller Master Account. DCI will not provide DCI Services to any unlinked accounts, and these accounts will be the sole and exclusive responsibility of Customer.

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

3.3 Customer Account Controls

Development Consultants Incorporated is contractually obligated to retain control of critical aspects of Customer Account ownership, management, contact information, and visibility. All AWS accounts come with master account credentials (“Master Account”). The Master Account gives full access to all AWS resources and account settings. Under normal circumstances, Master Account credentials are retained

by DCI. DCI will delegate to the Customer all necessary administrative account access through AWS Identity and Access Management (IAM).

3.4 Customer Account Administration

Development Consultants Incorporated will provide the Customer with one or more delegated administrative user accounts (“Customer Administrative User”). Customer Administrative User accounts will be granted IAM access necessary to create subordinate Customer user accounts (“Customer Subordinate User”) such that the Customer may delegate all necessary IAM controls to Customer Subordinate Users. Customers shall adhere to [AWS IAM Best Practices](#) when creating Customer Subordinate Users. Prior to making any changes to a Customer Administrative User, the Customer shall notify Development Consultants Incorporated via email of changes to be made. Customers may not sell, transfer or sublicense Customer Administrative User Credentials to any other party.

3.5 Customer Master Account Access

Development Consultants Incorporated will only provide Master Account credentials to the Customer upon approval of a written request from the Customer. Customers with the legal, statutory, or business requirement for Master Account access must deliver written request to DCI describing the business case or legal requirement necessitating Master Account access at least 30 days before Master Account access is required. DCI retains sole discretion for approval of the Customer Master Account Access request.

Should Master Account access be granted, the Customer assumes all responsibility for any loss, theft, damage, and recovery costs resulting from Customer loss or misuse of the Master Account. Potential consequences of unauthorized access to the Master Account include the loss of Customer access, data, business, revenue, profit, customers, or goodwill. Furthermore, Customers requiring Master Account access agree to provide Development Consultants Incorporated with IAM user access (“Reseller IAM User”) to all Customer Accounts.

3.6 Customer Content

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

3.7 End Users

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

4. Security and Data Privacy

4.1 AWS Security

Without limiting Section 10 or your obligations under Section 3.6, AWS will implement reasonable and appropriate measures designed to help you secure Customer Content against accidental or unlawful loss, access or disclosure.

4.2 Data Privacy

You may specify the AWS regions in which Customer Content will be stored. You consent to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions you select. We will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Customer Content to any government or third party or (b) subject to Section 4.3, move Customer Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 4.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Customer Content.

4.3 Service Attributes

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

4.4 Information Security, Backup, and Monitoring

You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect, backup, and monitor your accounts, services, and Customer Content in a manner that will provide appropriate security and protection. The [AWS Whitepapers](#) web site features a comprehensive list of technical AWS whitepapers, covering topics such as architecture, security, and economics. These whitepapers include essential best practices authored by the AWS Team, independent analysts, or the AWS Community (Customers or Partners).

4.5 Log-In Credentials and Account Keys

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

5. Pricing and Payment

5.1 Creditworthiness

Our obligation to begin providing services to the Customer is contingent upon a satisfactory review of Customer creditworthiness. The Customer authorizes Development Consultants Incorporated to gather information to assess creditworthiness and provide reasonable information necessary to conduct the credit review.

5.2 Commercial Service Prices

The price for the Services are those fees as published by AWS on the AWS public website at <https://aws.amazon.com/pricing/services/>, such fees being incorporated herein by this reference. AWS, in its sole discretion, may change its fees to DCI at any time. Any increase in AWS fees will cause an immediate proportional increase in the fees under this Agreement, effective as of the date of the AWS fee increase. DCI may increase the fees under this Agreement, in its sole discretion, upon thirty (30) days written notice to Customer.

5.3 Government Service Pricing

Government pricing is subject to the terms and conditions of the individual contract award or contract vehicle under which the award was issued. Government customers may refer to the Offer Pricing Plan for their Government Wide Acquisition Contract, Department Wide Acquisition Contract, Multiple Award Schedule, Indefinite Delivery Indefinite Quantity contract, Blanket Purchase Agreement, or SBA 8(a) Contract award. DCI General Services Agency Multiple Award Schedule IT-70 Cloud Services Special Item Number 132-40 pricing is available at [GS-35F-354GA](#). AWS, in its sole discretion, may change its fees to DCI at any time. Any increase in AWS fees may cause a proportional increase DCI Government rates, in accordance with the pricing terms of the specific contract or contract vehicle.

5.4 Taxes

DCI will charge and the Customer will pay all applicable Taxes that DCI is legally obligated to charge, including any back Taxes that DCI may have failed to charge to Customer. Customer may provide DCI with an exemption certificate acceptable to the relevant taxing authorities, in which case DCI will not collect the Taxes covered by such certificate. Customer will provide any information reasonably requested by DCI to determine whether DCI is obligated to collect Taxes from Customer. If any deduction or withholding is required by law, Customer will notify DCI and will pay any additional amounts necessary to ensure that the net amount that DCI receives, after any deduction and withholding, equals the amount DCI would have received if no deduction or withholding had been required. Additionally, if requested Customer will provide DCI with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

5.5 Billing

When you establish your account with DCI, you must select a billing plan and payment method (credit card, bank account, monthly invoice) to pay for your service. We charge your payment method each month for the service you used the previous month. You are charged monthly no matter which billing plan you choose. You can change your payment method at any time. But for service to continue uninterrupted, you must always have a valid payment method associated with your account. If your payment is late or overdue, you have 30 days to fix payments or your Services may be suspended. You can prevent suspension by keeping your primary payment method up to date and optionally adding credit to your account. If your service is suspended, you can lift your suspension by fixing your payment method and paying off your balance.

5.6 Payment

Invoice payment is due on or before the due date printed on invoice. Customer will pay each invoice in full by the due date. If Customer has provided DCI with credit card, bank account, or Automated Clearing House (ACH) information, for the term of this Agreement Customer irrevocably authorizes DCI use such

information to process ACH payments for any outstanding invoices as they become due and owing. Any payments made after their due date are considered late ("Late Payments"). Customer agrees to pay a Late Payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded monthly, or (b) the maximum amount allowed by law, as applied against the past due amounts. Government late fees will be subject to the terms and conditions of the contract under which the services were procured.

Customer must give DCI written notice of a dispute with respect to DCI charges or application of taxes within thirty (30) days of the date of the invoice, or such invoice shall be deemed to be correct and binding on Customer. Customer shall not place any condition or restrictive legend, such as "Paid in Full," on any check or instrument used to make a payment; the payment may be rejected by DCI if any such condition or restrictive legend exists. The Parties agree that the negotiation of any such check or instrument so inscribed shall not constitute an accord and satisfaction or novation, and Customer waives its right to assert any such defense. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by DCI in collecting, or attempting to collect, any charges owed under this Agreement.

5.7 Deposit

DCI may require a deposit as security for the Services provided under this Agreement. A deposit may be required upon the execution of this Agreement or at some time during the term of this Agreement in the event DCI has reason to believe that a deposit is necessary to secure full and prompt payment for fees and charges that become due hereunder. In the event a deposit is so required, DCI may use such deposit to cover all fees and charges incurred and unpaid by Customer. Upon the termination of this Agreement any unused deposit will be refunded to Customer. Deposits will not accrue interest and will not be maintained in a separate or trust account.

6. Temporary Suspension

6.1 Generally

DCI or Amazon may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if DCI or AWS determines:

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

6.2 Effect of Suspension

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

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

7. Term and Termination

7.1 Term

The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by Customer or DCI in accordance with Section 7.2.

7.2 Termination

7.2.1 Termination Upon Notice

Either party may terminate this agreement for any reason, or for no reason, upon ninety (90) days' notice to the other party.

7.2.2 Termination for Cause

Either party may terminate this Agreement for cause upon thirty (30) days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period. DCI may terminate this Agreement immediately upon written notice if: (A) AWS terminates its relationship with DCI or otherwise terminates DCI's authority to carry out its obligations under this Agreement; (B) Customer's actions expose or threaten to expose DCI to any liability, obligation, or violation of law; (C) Customer breaches the AWS Agreements; (D) DCI or AWS determines use of the Services by Customer, or AWS's provision of the AWS Services has become impractical or unfeasible for any legal or regulatory reason; (E) Customer fails to make a payment in full to DCI when due; or (F) Customer has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors, or similar disposition of Customer's assets, or has become the subject of any bankruptcy or dissolution proceeding.

7.2.3 Effect of Termination

Upon termination of this Agreement Customer remains liable and responsible for all fees and charges incurred by Customer through the date Customer's AWS accounts are no longer associated with the DCI Reseller Master Account. DCI will reasonably cooperate in the transition of Customer's AWS accounts away from the DCI Reseller Master Account. Once Customer's AWS accounts are separated DCI will have no further obligations to Customer. After termination Customer will be solely responsible to AWS for all AWS Services used by Customer and any term and reserved instance commitments thereto.

8. Proprietary Rights

8.1 Customer Content

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

8.2 Adequate Rights

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

8.3 Service Offerings License

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

8.4 License Restrictions

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

8.5 Suggestions

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

9. Indemnification

9.1 General

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of

or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Customer Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property

(a) Subject to the limitations in this Section 9, DCI will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, you will defend DCI, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Customer Content, as applicable, with any other product, service, software, data, content or method. In addition, DCI will have no obligations or liability arising from your or any End User's use of the Services after DCI has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Customer Content.

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

9.3 Process

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

10. Disclaimers

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

12. Modifications to the Agreement

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

13. Miscellaneous

13.1 Assignment

You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement

This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

13.3 Force Majeure

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

13.4 Governing Law

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

13.5 Disputes

Any action that is or may be commenced by any party pertaining to this Agreement and the subject matter of any part of this Agreement, shall be commenced in a federal or state court located in Franklin County, Ohio. The parties hereby consent to the exclusive jurisdiction of such courts. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We and You both agree to waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.6 Trade Compliance

In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Customer Content, the provision of Customer Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that

owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights

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

13.8 Language

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

13.9 Confidentiality and Publicity

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

13.10 Notice

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the DCI Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the DCI Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact DCI as follows: (i) by facsimile transmission to 855-746-5324; or (ii) by personal delivery, overnight courier or registered or certified mail to Development Consultants Incorporated, 24940 Patrick Brush Run Road, Marysville OH 43040, attention General Counsel. We may update the facsimile number or address for notices to us by posting a notice on the DCI Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are

sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries

Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 U.S. Government Rights

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

13.13 No Waivers

The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.14 Severability

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

14. Definitions

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

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

“API” means an application program interface.

“DCI Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. DCI Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. DCI Confidential Information does not include any

information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the DCI Confidential Information.

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

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

“DCI Site” means <https://secure.devconinc.com> (and any successor or related site designated by us), as may be updated by us from time to time.

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

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

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

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

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

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

“Service Level Agreement” means all service level agreements that we offer with respect to the Services.

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

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

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

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

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

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

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

15 Authorization

Last Updated: June 08, 2018

Authorized Customer Representative Name (Printed or Typed)

Authorized Customer Representative Title (Printed or Typed)

Authorized Customer Representative Signature

Date