

# SHI AWS Terms For U.S. Public Sector Customers

These terms and conditions shall apply to the AWS Service Offering described in the On Boarding form.

WHEREAS, SHI is authorized to resell and provide Support Services for Amazon Web Services' (AWS) Service Offerings to SHI customers; and

WHEREAS, Customer wishes to obtain through SHI and SHI wishes to provide to Customer access to such AWS Service Offering or Support Services;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties hereto agree as follows:

## Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires:

- A. "Content" means software (including machine images), data, text, audio, video, images or other content on the cloud infrastructure.
- B. "Customer" means the entity utilizing the Service Offering, as designated on the On Boarding form.
- C. "Service(s) Offering" means the services (including associated APIs) offered by AWS and selected by Customer.
- D. "Support Service(s)" means the services offered by SHI to manage AWS Service Offering and selected by Customer.
- E. "SHI" means SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873.
- F. "Public Sector Customer" means a Customer that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by):
  1. the executive, legislative, or judicial branches of any government within the U.S. (federal, state or local) and its territories; or by any other country's government at any level;
  2. quasi-governmental entities (such as the World Bank);
  3. international governing/regulatory bodies (such as EU institutions);
  4. publicly funded institutions (such as colleges, universities, and hospitals); or
  5. higher-tier prime contractors, consultants, consultants, or other entities working in support of the foregoing.

## Article 2 - Contractual Relationships

- A. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between Customer and SHI. Customer's and SHI's relationship to each other is that of "customer" and "independent contractor", respectively, and nothing set forth herein shall be construed as creating an agency or employee relationship between the Parties
- B. AWS is a third party cloud service provider to SHI and is an Independent Contractor to SHI. Nothing in this Agreement will in any way be construed to constitute such third party Service Offering provider to be an agent, employee or representative of SHI. Without limiting the generality of the foregoing, the third party Service Offering provider is not authorized to bind SHI to any liability or obligation.
- C. Customer may not resell AWS Service Offerings provided through this Agreement without SHI's prior written consent.

## Article 3 - Term

The term of this Agreement will commence on the first of the following dates:

- A. Upon Customer's signature of the On Boarding form; or
- B. Upon Customer's first use of any Service Offering; or,
- C. Upon Customer's issuance of a valid purchase order for any Service Offering,

and will remain in effect until terminated in accordance with Article 11 - Termination, herein.

## Article 4 - Price, Terms of Payment and Tax

- A. Price
  1. Estimated Price for the Service Offerings may be calculated with the Amazon Web Service Offering Simple Monthly Calculator located at: <http://calculator.s3.amazonaws.com/calc5.html>.
  2. SHI Service Offering Price will be calculated as follows, on a monthly basis:
    - SHI Service Offering Price = (Actual AWS Monthly Charge - SLA Credits - Reserved Instance Credits)
  3. All amounts payable will be made without setoff or counterclaim, and without any deduction or withholding.
- B. Terms of Payment
  1. SHI invoices shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net 30 calendar days after receipt of a valid invoice at the Customer's remit to address.
  2. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify SHI of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice
- C. Taxes

1. Customer will be responsible for the cost of any federal, state and local sales or use tax imposed or based on the sale of Service Offerings provided under this Agreement. Such taxes, if applicable, will be separately stated on SHI's invoices and reported and paid to appropriate governmental authorities by SHI.
2. At Customer's request, SHI will file any certificate or other document which may cause any such tax to be avoided or reduced including Customer's VAT identification number. SHI will cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
3. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer shall provide SHI legally sufficient tax exemption certificates for each taxing jurisdiction, as the case may be.
4. If any deduction or withholding is required by law, Customer will notify and pay SHI any additional amounts necessary to ensure that the net amount that SHI receive, after any deduction and withholding, equals the amount SHI would have received if no deduction or withholding had been required. Additionally, Customer will provide SHI with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## Article 5 - Confidential Information

- A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
  1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
  2. The Receiving Party is hereby granted a limited, irrevocable, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the Disclosing Party's Confidential Information according to the terms of this Agreement.
  3. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an affiliate or subcontractor, where such disclosure is necessary for the performance of this Agreement and provided, further, however, that such disclosure shall not be made without an express written agreement of such affiliate or subcontractor to substantially comply with all restrictions on the use of such Confidential Information as are imposed upon the Receiving Party pursuant to this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.
- B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty (30) days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; (4) customer records, and (5) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information). Each Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, affiliates or investors, or in any other manner to compete against the Disclosing Party.
- C. The Receiving Party shall use at least the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records.
- D. Each Party shall endeavor to keep to a minimum the amount of Information that is furnished to the other upon which restrictions are imposed.
- E. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:
  1. Was previously rightfully known by the Receiving Party free of any obligation to keep it confidential;
  2. Is or becomes publicly known through no wrongful act of the Receiving Party;
  3. Is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or
  4. Is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, provided that the Receiving Party has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.
- F. In the event this Agreement is terminated, the Receiving Party shall cease to make use of the Confidential Information received from the Disclosing Party and, upon the Disclosing Party's written request, shall promptly destroy or return tangible Confidential Information. In the event that the Disclosing Party requests destruction, the Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.
- G. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information.
- H. The SHI Service Offering Privacy Statement, located at the following URL, shall apply to this Agreement:  
[https://www.content.shi.com/ShiCom/SHI\\_Cloud/legal/privacy.pdf](https://www.content.shi.com/ShiCom/SHI_Cloud/legal/privacy.pdf)

- I. During or after the term of this Agreement and for two (2) years thereafter, neither Party may release any information, including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the other Party, the Service Offerings, or this Agreement, without the other Party's prior written approval.
- J. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

## Article 6 - Proprietary Rights

- A. Content. Customer or Customer's licensors own all right, title, and interest in and to Customer's Content, and SHI obtains no rights under this Agreement from Customer or Customer's licensors to Customer's Content, including any related intellectual property rights.
- B. Adequate Rights. Customer represents and warrants to SHI that: (a) Customer or Customer's licensors own all right, title, and interest in and to Customer's Content; (b) Customer has all rights in Customer's Content.

## Article 7 - Warranties

- A. SHI warrants that it has the rights, approvals, and/or authorizations necessary to resell the AWS Service Offering(s).
- B. The Parties warrant that they are authorized to execute this Agreement.
- C. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SHI HEREBY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE SPECIFICATIONS, FEATURES, OR CAPABILITIES OF A SERVICE OFFERING, OR OF ANY MATERIALS THEREIN.

## Article 8 - Indemnity

- A. Each Party ("Indemnitor") shall, to the extent permitted by law, indemnify, defend and hold harmless the affiliates, licensors, and vendors, and each of their respective employees, officers, directors, and representatives of the other Party (individually "Indemnitee" or collectively "Indemnitees") from and against any and all third party (including employees of the Indemnitor) liabilities, actual or alleged claims, actions, losses and damages arising out of, or directly related to this Agreement, including: personal injury; death; or damage to property (tangible or intangible), infringement of intellectual property rights, to the extent caused or arising out of the negligence, willful misconduct, or violation of law of the Indemnitor or any subcontractor or affiliate of the Indemnitor. The liabilities, losses and costs covered hereunder include settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses.
- B. Each Party shall provide timely written notice to the other of any claim, loss, suit, demand or lien under this Article which they become aware of, but Indemnitee's failure to promptly notify Indemnitor will only affect Indemnitor's obligations hereunder to the extent that such failure prejudices Indemnitor's ability to defend the claim.
- C. The Indemnitor shall assume exclusive control of the claim, loss, suit, demand or lien and the Indemnitee shall provide reasonable assistance in the defense of the claim, loss, suit, demand or lien, at the Indemnitor's expense. Indemnitor may: (a) use counsel of Indemnitor's own choosing (subject to Indemnitee's written consent) to defend against any claim; and (b) settle the claim as Indemnitor deems appropriate, provided that Indemnitor obtains Indemnitee's prior written consent before entering into any settlement which will impact Indemnitee's rights under this Agreement. Indemnitee may also, at its own expense, assume control of the defense and settlement of the claim at any time.
- D. If Indemnitee is obligated to respond to a third party subpoena or other compulsory legal order or process described above, Indemnitor will reimburse that Indemnitee for reasonable attorneys' fees, as well as Indemnitee's employees' and contractors' time and materials spent responding to such third party subpoena or other compulsory legal order.
- E. Customer will defend, indemnify, and hold harmless SHI, its affiliates, licensors, and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, costs, damages, fines, penalties, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's use of the Service Offerings; (b) breach of this Agreement or violation of applicable law by Customer; (c) or Customer's Content or the combination of Customer's Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer's Content or by the use, development, design, production, advertising or marketing of Customer's Content.

## Article 9 - Limitation Of Liability

- A. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS, LOSS OF ANTICIPATED USE, OR THE INABILITY TO USE TECHNOLOGY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER BASED ON WARRANTY, BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY) AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- B. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH ITS ACTUAL AND DIRECT DAMAGES UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL CUMULATIVE AMOUNT OF THE PRICE ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SHI UNDER THIS AGREEMENT FOR THE SIX MONTHS PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.
- C. THE PARTIES AGREE AND ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER AND ENTERING INTO THIS AGREEMENT.

D. NOTHING IN THIS SECTION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY SHI PURSUANT TO ARTICLE 4.A. HEREIN, ENTITLED "PRICE".

## Article 10 - Force Majeure

- A. Neither SHI nor Customer shall be liable, each to the other, for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, fires, floods, strikes, lock outs, epidemics, or unusually severe weather affecting Customer, SHI or its suppliers, or (2) causes beyond their reasonable control and which are not foreseeable, or causes beyond the reasonable control of their suppliers which are not foreseeable.
- B. In the event of any such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay, and Customer shall have no obligation to make any payments to SHI during the period of delay. The Party experiencing the Force Majeure condition shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. SHI shall notify Customer promptly of any such delay and shall specify the effect on the Service Offering as soon as practical.

## Article 11 - Termination

### A. Termination for Convenience

Either Party may terminate this Agreement without cause and for its own convenience, as follows:

1. Customer may terminate this Agreement by
  - a. Providing SHI notice, and
  - b. Closing its account for all Service Offerings for which an account closing mechanism is provided.
2. SHI may terminate this Agreement and the Service Offerings by providing Customer thirty (30) days advance notice of such termination.

### B. Termination for Cause.

#### 1. By Either Party

Either party may terminate this Agreement for cause upon 30 days advance notice to the other Party, if:

- a. 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 30 day notice period. Customer's delinquency on its payment obligations shall constitute a material breach of this Agreement;
- b. Either party has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or
- c. The Parties' relationship with a third party partner who provides software or other technology used to provide the Service Offerings expires, terminates or requires a change in the way the software or other technology as part of the Services is provided.

#### 2. By SHI

SHI may terminate this Agreement and the Service Offerings immediately upon notice to Customer, if:

- a. SHI believes, in its sole and reasonable judgment, that Customer's use of a Service Offering:
  1. Poses a threat to the security or performance of the SHI network or to any of SHI's clients, licensors or vendors;
  2. Could create a substantial economic or technical burden or material security risk for SHI;
  3. Is illegal, or that it misappropriates or infringes the property rights of a third party; or
  4. Has or will subject SHI or its affiliates, licensors, and vendors, to civil or criminal liability.
- b. Customer attempts to gain unauthorized access to computer systems (i.e., "hacking") using a Service Offering, or with assets used to provide or provision a Service Offering;
- c. Any act or omission by Customer results in a suspension described in Article 12 - Temporary Suspension, below;
- d. Termination is required to comply with the law or requests of governmental entities; or
- e. SHI, in its sole and reasonable judgment determines use of the Service Offerings by Customer or the provision of any of the Service Offerings to Customer has become impractical or unfeasible for any legal or regulatory reason.

### C. Effect of Termination

Upon any termination of this Agreement:

1. All of Customer's rights under this Agreement immediately terminate;
2. Customer remains responsible for all fees and charges it has incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and
3. Customer will immediately return or, if instructed by SHI, destroy all AWS Content in its possession.

### D. Post-Termination Assistance

Unless SHI terminates Customer's use of the Service Offerings for cause pursuant to Section B. of this Article, during the 30 days following termination:

1. None of Customer's Content will be erased as a result of the termination;
2. Customer may retrieve its Content from the Service Offering only if Customer has paid any charges for any post-termination use of the Service Offerings and all other amounts due;
3. Customer will be provided with the same post-termination data retrieval assistance that AWS generally makes available to all customers; and
4. Any additional post-termination assistance is subject to mutual agreement by the Parties.

## Article 12 - Temporary Suspension

- A. SHI may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer:
1. If SHI believes, in its sole and reasonable judgment, that Customer's use of or registration for the Service Offerings:
    - a. Poses a security risk to the Service Offerings or any third party;
    - b. May adversely impact the Service Offerings or the systems or Content of any other AWS customer;
    - c. May subject SHI, its affiliates, or any third party to liability; or
    - d. May be fraudulent.
  2. Upon 15 calendar days' notice to Customer of any material default or breach of this Agreement by Customer, unless Customer has cured the material default or breach within such 15 day notice period. Customer's delinquency on its payment obligations shall constitute a material breach of this Agreement.
- B. Effect of Suspension
- If Customer's right to access or use any portion or all of the Service Offerings is suspended:
1. Access to the Service Offering will be unavailable in whole or in part during any suspension, and Customer may not have access to Customer's data;
  2. Fees may continue to accrue during a suspension, and SHI may charge Customer a reinstatement fee following any suspension;
  3. Customer shall remain responsible any applicable fees and charges for any Service Offerings it has incurred through the date of suspension and for which it continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
  4. Customer will not be entitled to any service credits under the Service Level Agreements during any period of suspension; and
  5. Customer's Content will not be erased as a result of its suspension, except as specified elsewhere in this Agreement or the AWS online provisions.
- C. SHI's right to suspend Customer's right to access or use the Service Offerings is in addition to SHI's right to terminate this Agreement as specified herein.

## Article 13 - Notice

- A. Any notice or demand under the terms of this Agreement which must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand, or sent by Email with receipt confirmation addressed to the persons identified in the On Boarding form. The effective dates of such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person.

## Article 14 - Claims/Disputes/Governing Laws

- A. This Agreement, and any claims or disputes arising out of or relating thereto shall be governed by the laws of the State of Washington, excluding conflict of law principles and the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of Washington in connection with any dispute or other matter arising out of this Agreement.
- B. Each Party shall use commercially reasonable efforts to present any claim or dispute which either Party may have against the other, arising out of this Agreement (including any Exhibit hereto) in writing to the other Party not later than thirty (30) calendar days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be negotiated between the Parties' senior officials who shall have decision making authority (but not direct responsibility for the administration of this Agreement), utilizing Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large Complex Commercial Disputes) as published at [www.adr.org](http://www.adr.org); provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.
- C. If any claim or dispute arising hereunder is not resolved either Party may, upon giving the other Party at least ten (10) calendar days prior written notice, initiate litigation to submit such claims or disputes for decision by a court of competent jurisdiction of the choice of venue stated in A., above in accordance with the laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief).
- D. Any remedies expressly provided for in this Agreement and/or available to either Party hereunder are cumulative and non-exclusive, and may be exercised concurrently or separately. The exercise of any one remedy shall not be construed to prohibit either Party from pursuing any and all other remedies that may be available at law, in contract, or in equity. The prevailing Party in any dispute and/or legal action brought hereunder shall also be entitled to recover all reasonable out of pocket costs and expenses (including, but not limited to, reasonable court costs and attorneys' fees) incurred as a result thereof.
- E. Compliance With Laws
1. The Parties, their employees and representatives, shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations in regard to this Agreement and use of the Service Offerings.
  2. Each Party shall be responsible for any costs, fines, penalties, awards, damages or other liabilities incurred by the other Party resulting from any violations of this Section by the responsible Party.

## Article 15 - Miscellaneous

- A. Assignment: Neither Party may assign, subcontract, or transfer this Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. However, either Party will have the right to unilaterally assign this Agreement and its rights and obligations under it, in whole or in part, to any present or future Affiliate or to any entity which acquires from it the operating assets to fulfill its obligations under this Agreement.

- B. **Headings:** The captions and titles to articles and paragraphs of this Agreement are only provided for convenience only and have no effect on the nature, extent, construction and meaning of this Agreement.
- C. **Order of Precedence:** In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:
1. Amendments to this Agreement, if any;
  2. Links in this Agreement;
  3. This Agreement; and
  4. Documents incorporated into this Agreement in the order in which they are listed.
- This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, invoice or other document submitted by the Parties, which are null and void with respect to this Agreement.
- D. **Referenced Documents:** If documents are referenced, linked, or incorporated in this Agreement, they shall be read as originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Such documents shall have the same force and effect as if contained in their entirety.
- E. **Marks:** The trademarks, logos and service marks ("Marks") displayed in association with this Agreement are the property of SHI or other third parties. Customer is not permitted to use the Marks without the prior written consent of SHI or such third party which may own the Marks. "SHI", the SHI logo, and the SHI Cloud logo are trademarks of SHI International Corp.
- F. **Construction:** Notwithstanding the general rules of construction, both Customer and SHI acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- G. **Survival:** In the event of termination or expiration of this Agreement, the following Articles shall survive:
- Article 5 - Confidential Information
  - Article 6 - Proprietary Rights
  - Article 7 - Warranties
  - Article 8 - Indemnity
  - Article 14 - Claims/Disputes/Governing Laws
- H. **Severance:** Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions of SHI under this Agreement.
- I. **Execution :** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute this Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile transmission. Each Party acknowledges that the delivery hereof by facsimile will have the same force and effect as delivery of original signatures.
- J. **Entire Agreement:** This Agreement represents the entire understanding of Customer and SHI with respect to the subject matter hereof and supersedes all prior oral or written agreements, communications and understandings between the two with respect to such subject matter.
- K. The Service Offerings are provided by Amazon.com, a third party vendor not affiliated with SHI. For the latest AWS Service Offering list, refer to <https://aws.amazon.com/about-aws/whats-new/>.
- L. **Support Services:** Exhibit A located below.
- M. **Additional Obligations**
- By entering into this Agreement, Customer acknowledges that Customer's use of the AWS Service Offering is subject to the AWS Customer Agreement located at: <http://aws.amazon.com/agreement>. Where the terms read "Amazon Web Services, Inc.", "AWS," "we," "us," or "our", they shall mean "SHI", except that in paragraph 3.2, references regarding Safe Harbor participation and Privacy Policy apply to Amazon Web Services, Inc. and not SHI.

The AWS Public Sector Access Terms, a separate agreement between Customer and Amazon Web Services, Inc. shall also apply to the Service Offering. The AWS Public Sector Access Terms are currently located as follows:

(1) with respect to U.S. Public Sector Customers at the U.S. federal level, the access policy currently located at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf>; or (2) with respect to U.S. Public Sector Customers at the state or local level, the access policy currently located at [https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy+\(State\).pdf](https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy+(State).pdf).

Versions of the applicable Public Sector Access Policy may be updated by AWS from time to time and may be made available on any successor or related site designated by AWS.

## Exhibit A

### A. Overview

SHI Support Services ("Support Services") provided by SHI are described herein, and are broken into three levels - Essential Support Service ("ES2"), Optimization Support Service ("OS2") and Infrastructure Support Service ("IS2"). ES2 is included in the Agreement at no additional fee. OS2 and IS2 are available at additional, optional fees ("Service Fee") described in Section B of this Exhibit A.

Feature	Support Service Level		
	ES2	OS2	IS2
Dedicated Account Manager	Yes	Yes	Yes
Flexible Billing and Chargeback	Yes	Yes	Yes
3rd Party Licensing Guidance	Yes	Yes	Yes
Cost and Usage Reports	Yes	Yes	Yes
Account Assistance	Yes	Yes	Yes
Service Onboarding	Yes	Yes	Yes
Cost and Usage Analysis	No	Yes	Yes
Performance Rightsizing Analysis	No	Yes	Yes
Reserved Instance Management	No	Yes	Yes
Health Checks	No	Yes	Proactive analysis and recommendations with designated Cloud Account Manager
Technical Support	General guidance	General guidance and best practices	Hands-on support, personalized architectural guidance, and best practices
Infrastructure Management	No	No	Management of AWS environment, performance monitoring, advanced configuration, consultative guidance, and real-time operational support for standard AWS product and services
Business Review	No	No	Consultative review of environment with contextual recommendations based on workloads

**B. Pricing Schedule and Fees**

**1. Support Services Fees**

The following Service Fees are based on each month's SHI Service Offering Price (IS2 subject to a monthly minimum) as described in the Agreement, billed on a monthly basis. Any adjustments to these fees will be offered to the Customer in writing, by means of a sales proposal, sales quote or similar offer documentation.

Support Service Level	ES2	OS2	IS2
<b>Monthly Fees</b>	Included in Agreement rate at no additional cost	3% of monthly SHI Service Offering Price	Greater of \$2000 per month - or - 24% of monthly SHI Service Offering Price for the first \$0 - \$20K plus 22% of monthly SHI Service Offering Price for next \$20k+ - \$50K plus 20% of monthly SHI Service Offering Price for next \$50k+ - \$80K plus 18% of monthly SHI Service Offering Price for next \$80k+ - \$100K )  Operating System Management Add-on: 6% of monthly SHI Service Offering Price  Over \$100k: Contact for Proposal
<b>One Time Fees</b>			
<b>Activation Fee</b>	Included in Agreement rate at no additional cost	Included in Agreement rate at no additional cost	The activation fee is a one-time fee equal to the first complete billing month ("Complete Billing Month", defined as the first day to the last day of the calendar month during which the Customer's account is active).

Support Service Level	ES2	OS2	IS2
<b>AWS Reserved Instances (RI) Fee</b>	Included in Agreement rate at no additional cost	Included in Agreement rate at no additional cost	The AWS RI Fee is a one-time charge equal to the AWS Reserved Instances One-time Fee (located here: <a href="http://calculator.s3.amazonaws.com/index.html">http://calculator.s3.amazonaws.com/index.html</a> ) divided by the number of Complete Billing Months left in the RI Term (as described here: <a href="https://aws.amazon.com/ec2/pricing/reserved-instances/">https://aws.amazon.com/ec2/pricing/reserved-instances/</a> ).

C. Support Service Level Minimum Commitments

1. The period of time located in the table below ("Support Service Period"). The Support Service Period begins upon Customer's first use of any Support Service; upon Customer's issuance of a valid purchase order; or, upon Customer's signature of the On Boarding form.
2. Any Support Service Period containing a minimum commitment shall automatically be extended on a month-to-month basis subject to the same terms and conditions when the Support Service Level Commitment is reached.

Support Service Level	ES2	OS2	IS2
<b>Support Service Level Commitment Requirements</b>	No minimum commitment	1 year minimum commitment	1 year minimum commitment

D. Customer Obligations and Support Service Limitations

1. Customer will provide reasonable cooperation, accurate information and access as requested by the Services Team as may be necessary to enable the Services Team to fulfill its responsibilities under this agreement. It is understood and agreed that the failure of Customer to perform any such obligation or responsibility or otherwise to meet such deadline(s) will entitle the Services Team to adjust the onboarding schedule to accommodate the effect of the delay.
2. Customer will identify contact(s) who will serve as the main point(s) of contact for Support Service-related interactions with the Services Team.
3. For any SHI-provided tools, Customer may create an administrative user name(s) and password(s) to create subaccount(s) for its employee user(s) (each with unique login ID(s) and password(s)).
4. Customer shall be responsible for the acts or omissions of any person(s) who accesses the Support Service using passwords or access procedures provided to or created by Customer.
5. The tools used to provide the Support Service will be exclusively of the Services Team choosing. The Services Team may at any time substitute tools used to provide the Support Service.
6. Windows Server management is capped at 20 Windows servers per \$1,000/monthly service offering spend due to licensing constraints.

E. Severity Definitions and Response Time Service Level Agreement (SLA)

1. Severity Level

- High: Customer is experiencing a loss of service for critical systems and the business is at risk.
- Medium: Customer service is degraded or impaired, but the impact to the business is minimal.
- Low: Customer has general questions, non-urgent requests or notice abnormal behavior, but there is no discernable risk to the business.

2. Response Times, Contact Methods, and Availability

Support Service Level	ES2	OS2	IS2
<b>Access to Support</b>	Email	Email	Email or phone
<b>Availability</b>	Monday-Friday* 8:30am-5:30 pm EST	Monday-Friday* 8:30am-5:30 pm EST	Low Severity Monday-Friday* 8:30am-5:30 pm EST  Medium and High Severity 24x7x365
<b>Response Time</b>	12 Business Hours	8 Business Hours	High: < 30 Minutes Medium: < 2 Hours Low: < 4 Business Hours

\*Available days excludes all standard U.S. holidays.

- Response time is defined as the time it takes SHI or one of its affiliates to answer Customer's phone call, or open and acknowledge an email request or query.
- Response times are based on the Severity Level determined by the Services Team based upon the impact to Customer and their Service Level.

3. Contact Information:

- Please contact our Cloud and Innovative Solutions Service Desk at <https://servicesupport.shi.com>.



- Phone Number and alternate email address will be provided during the IS2

#### F. Support Service Activation and Timeline

##### 1. Support Service Activation

- Initialization.** The activation process is initialized when the Support Service Period begins. The Services Team will align internally, perform initial setup tasks and engage all stakeholders in preparation for coordinating a kickoff.
- Kickoff and Discovery.** The Services Team will coordinate a kickoff call with all stakeholders, whereby scope and relevant tasks, timing and owners will be identified. Following the completion of kickoff, SHI will work with appropriate personnel to establish remote connectivity, and perform initial discovery to gather data and begin building a high-level awareness of the environment.
- Service Introduction, Configuration and Deployment.** The Services Team and key stakeholders will align on expectations and complete tasks that serve as the basic building blocks for establishing a firm service foundation parallel to these activities, The Services Team will perform additional discovery to firm up their knowledge of the environment, configure and deploy their toolkit for monitoring and educate all appropriate technical resources to ensure they are prepared to provide support for the environment.
- Support Readiness and Closure.** The Services Team and all key stakeholders will confirm readiness to transition support for the environment to The Services Team. Once aligned and support is effectively transitioned at the agreed-upon time, The Services Team will close the activation process.

2. The anticipated Kickoff and Discovery time is One-Two weeks after Initialization.

##### 3. Timeline:

- ES2:** Estimated one week.
- OS2:** Estimated One-Three weeks.
- IS2:** Estimated Two-Four weeks.

#### G. Support Service Activation Requirements

##### 1. ES2

- Billing Address Information
- Billing, Primary and/or Secondary Contact(s) Information
- Email address(s) with company domain name configured to receive email from outside company network.
- Management of Payer Account (account is configured as a Reseller Account)

##### 2. OS2

- Billing Address Information
- Billing, Primary and/or Secondary Contact(s) Information
- Email address(s) with company domain name configured to receive email from outside company network.
- AWS Identity and Access Management (IAM) Account with minimum read-only rights for each AWS root account
- IAM Access to billing for each AWS root account
- Management of AWS Payer Account (account is configured as a Reseller Account)

##### 3. IS2

- Billing Address Information
- Billing, Primary and/or Secondary Contact(s) Information
- Email address(s) with company domain name configured to receive email from outside company network.
- Active AWS Business Support (<https://aws.amazon.com/premiumsupport/>) or higher for each AWS root account with production workloads
- Deployed t2.micro EC2 instance (<https://aws.amazon.com/ec2/instance-types/t2/>) on each AWS account
- Management of Payer Account if account is configured as a Reseller Account

#### H. Termination of Support Service

1. Termination of the Support Service is subject to the terms and conditions described in Article 11 of the Agreement.
2. Unless otherwise agreed upon in writing, the Support Service Period will be the Term of the Agreement except the Support Service Period will automatically terminate upon any termination of the Agreement.
3. **Termination of OS2 or IS2**  
In the event OS2 or IS2 is terminated before Customer has reached the 1 year minimum commitment threshold, Customer remains responsible for all remaining fees and charges (One-time Termination Fee), which will be calculated as:  
**One-time Termination Fee = ((12 Months of Service Period - Number of Completed Billing Months) \* Last Complete Billing Month's Service Fee)**

#### I. Support Service Assumptions

1. Customer will provide a contact for IT-related interactions with Services Team for any IT-related Support Service activities or projects.
2. Customer and the Services Team will jointly monitor the scope, objectives and timeline associated with the Support Service Activation.
3. It is assumed that Support Service Activation will be performed during normal business hours: Monday-Friday, 8:30am-5:30 pm EST, not including SHI holidays.

4. Customer will provide necessary remote access and permission to servers, as needed for IS2.
5. Any delay in Customer's timely completion of tasks could result in an extension of the original timeframe.
6. Customer will provide all Support Service Activation feedback within two business days following receipt; otherwise the Support Service Activation will be considered approved.

J. Security and Compliance Assumptions

1. Unless previously disclosed, Customer agrees the scope of these Support Services:
  - does not require Customer to have direct access to the Services Team systems or data.
  - does not fall under Payment Card Industry Data Security Standard (PCI-DSS) compliance and the Customer does not store credit card information.
  - does not fall under Health Insurance Portability and Accountability Act (HIPAA) compliance, Customer does not store medical records or other personal health information, and Customer has appropriate security controls in place to prevent such access by the Services Team.
  - does not involve an e-commerce website (IS2 Only).

K. Support Services Feature Descriptions and Customer Responsibilities

1. Dedicated Account Manager: Continuous support and advocacy from a dedicated SHI Account Manager. They will help position solutions based on Customer IT goals and serve as the Customer main contact.
2. Flexible Billing and Chargeback: SHI-managed billing designed to help align Customer cloud usage and spend with Customer's procurement model. SHI provides customized billing formats, different payment options, and flexible payment methods. SHI can also manage the financial chargeback based on Customer requirements.
  - Customer Responsibilities: Provide AWS billing requirements.
3. 3rd Party Licensing Guidance: SHI Licensing Resources available to answer any of Customer licensing questions related to AWS. This includes migration rules, compliance, and cost. Customers that want to use a Bring-Customer-own-license (BYOL) model can get competitive prices from SHI.
4. Cost and Usage Reports: Cost and usage reports based on Customer tags, resources or other objects. Reports can be high-level or granular, and span many accounts. OS2 and IS2 customers can categorize their AWS assets, and customize and automate reports.
5. Account Assistance: Help with account setup and initial billing configuration, and other administrative tasks. SHI will work with Customer to establish an approval workflow for account-related requests.
  - Customer Responsibilities: Provide AWS account setup requirements, and approval to create, link or unlink accounts.
6. Service Onboarding: First online session to help Customer get started, and to introduce Customer to the SHI Support Services team. The onboarding call includes an initial console walk-through of the AWS management console.
7. Customer Service: SHI ready to answer account and billing questions, and provide relevant documentation.
8. Cost and Usage Analysis: SHI to offer insight into usage, costs and potential savings. This includes idle or under-utilized resources, cost and usage trends, standardization, and resource alternatives.
9. Performance Rightsizing Analysis: Tracking of Customer AWS instance and volume utilization metrics. SHI will highlight inefficiencies and provide actionable recommendations to improve utilization and reduce cost without forfeiting performance.
10. Reserved Instances Management: Evaluation of RI opportunities and ongoing use. SHI resources provide best practices around RIs, and help with quotes, renewals and processing. Furthermore, SHI can handle custom RI requests and support RI modifications.
  - Customer Responsibilities: Provide approval to execute RI orders, and approval to modify, change or cancel RIs when applicable
11. Health Checks: Recurring report of AWS environment that reveals immediate and operational cost savings, such as deleting unused volumes, un-tagged resources, event notices, and security risk exposures. Under IS2, a designated SHI Cloud Account Manager will proactively analyze the metrics and provide actionable recommendations to Customer to improve Customer AWS environment in motion or during a scheduled cadence call. This includes RI modifications or renewals, tagging or billing alert setup, report subscriptions, tagging strategies and overall governance.
12. Technical Support: SHI to provide initial and ongoing guidance and technical assistance, and will escalate to AWS issues as needed in the course of servicing a Customer service request.
13. Infrastructure Management: Managed services solution for core AWS products and services that gives Customer architectural and real-time operational support, strong service levels, aggressive resolution targets, service requests up through tier 3, and an environment with an emphasis on automation and optimization to ensure Customer environment runs smoothly and efficiently. SHI will work with Customer to create a customized runbook based on Customer requirements that will outline operational tasks to be performed regularly and escalation procedures.
  - Services Team Personnel:
    - Team of AWS-certified Solution Architects, System Operators and Developers
    - Skilled Technologists
    - Designated Cloud Account manager
  - Services Team Responsibilities:
    - Networking
      - Configuration and management of VPCs
      - Configuration and management of subnets and networks ACLs

- Configuration of VPNs and VPN devices
- Configuration and management of security groups
- Management of Route53 DNS zones and domain registration
- Identity & Security
  - Manage IAM identities
  - Review of IAM accounts and network security
  - Creation and configuration of IAM roles
  - Multi-factor authentication support
- Compute
  - Monitoring, usage and health of EC2 instances
  - Auto scaling configuration and management
  - Elastic Block Storage (EBS) volume and snapshot monitoring and management
  - Elastic Load Balancer (ELB) configuration and management
  - Monitoring, usage and health of RDS instances
  - Simple database administration tasks for RDS
- Operating System (Add-on Service)
  - Patch management
  - Host configuration, monitoring and management
  - Management of common server roles and features
  - Security and service account management
  - Backups and data replication strategy
- Storage
  - Configuration and management of S3 buckets and bucket policies
  - Configuration and management of Glacier
- Lifecycle
  - Configuration and management of CloudFormation templates
  - Configuration and management of CloudWatch alarms
  - Configuration and management of CloudFront distributions
- Customer Responsibilities: Handle configuration of on-premise VPN devices, Email reputation management, Application development, deployment and backup, and Troubleshooting of application performance issues related to code (e.g. high memory usage by a website)

14. Business Review: Technical review of Customer AWS infrastructure and operations. This includes recommendations to further automate Customer processes or optimize the health of Customer environment, guidance and preparation for upcoming AWS projects, review of service ticket or support case history, and insights about Customer environment based on data analytics.

**Authorization**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

\_\_\_\_\_

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**SHI International Corp.**

By: Natalie Castagno  
 Authorized Signature

Natalie Castagno  
 Name

Director of Contracts + RFP  
 Title

5/14/19  
 Date