

PARTICIPATING ADDENDUM
NASPO COOPERATIVE PURCHASING PROGRAM
MASTER AGREEMENT # AR2479
Between the State of Arkansas and Deloitte Consulting LLP

1. **Scope:** This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the State of Arkansas authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:**
All eligible purchasers ("Purchasing Entity" or "Participating Entity") within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this Agreement.
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. **Approved State Agencies:** Arkansas Game and Fish Commission and Arkansas Geographic Information Systems are approved to purchase products and services under the terms and conditions of this Agreement.
5. **Order of Precedence:**
 - A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement.
 - B. Lead State's Master Agreement (includes negotiated Terms & Conditions)

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, Orders (as defined in Section 7. Below) may contain transaction-specific terms and each Order that is accepted and executed by the Contractor and the applicable Purchasing Entity shall become a part of this Agreement as to the products and services listed on the Order only. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the applicable Order).

6. **Participating State Modifications or Additions to Master Agreement:**
These modifications or additions apply only to actions and relationships with the Participating Entity.
 - A. **Reporting.** Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:

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- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)
- 4) Bill to Name
- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Baseline Price
- 10) Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

- B. **Payments.** Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, (i) interest may be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224, and (ii) Contractor may also suspend or terminate the Services. The State shall have the right to dispute billed goods or services by providing written notice to Contractor within thirty (30) days of receipt of an invoice, and withhold payment for those goods or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.
- C. **Records.** Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.
- D. **Governing Law.** The laws of the State of Arkansas **shall** govern this Agreement. Nothing under this Agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.
- E. **Travel Expenses.** Except as otherwise set forth in an Order executed hereunder, (i) expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor, (ii) all travel **must** be approved in advance by the State, and (ii) approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.
- F. **Termination.** In the event the State of Arkansas no longer needs the service or commodity specified in this Participating Addendum or an Order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may terminate this Participating Addendum or Order hereunder by giving the Contractor written notice of such termination thirty (30) days prior to the date of cancellation. Either party may terminate this Participating Addendum or an Order executed hereunder in the event of a material breach of this Participating Addendum or an Order executed hereunder, as applicable, by the other party by giving thirty (30) days prior written notice to the other party, unless the breaching party cure the breach within the notice period. If any Order is terminated pursuant this Participating Addendum, this Participating Addendum shall continue to apply to all Orders that have not been terminated. The State shall pay for all services rendered (including work in progress) through the effective date of cancellation.

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- G. **Indemnification.** The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors in performing its obligations under this agreement and shall fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from third party claims attributable to personal injury and damage to real or tangible personal property, to the extent caused by the negligence or intentional misconduct of vendor, its agents, employees, partners, and subcontractors while engaged in the performance of services under this Agreement. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

- H. **Limitation of Liability.** The Contractor, its subsidiaries and subcontractors, and its personnel shall not be liable to the State for any claims, liabilities, or expenses relating to this Participating Addendum or any Order executed hereunder, or the Services ("Claims") for an aggregate amount in excess of the total fees paid by the State to the Contractor under the applicable Order to this Participating Addendum over the twenty-four (24)-month period immediately preceding the date on which the first cause of action giving rise to a Claim under such Order accrues, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall the Contractor, its subsidiaries or subcontractors, or its personnel be liable to the State for any loss of revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this Participating Addendum, any Order executed hereunder, or the Services. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.
- I. **Confidential Information.** Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.
- J. **Contingent Fee.** The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- K. **Disclosure.** Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor must submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
- L. **Vendor Registration.** In order to receive payment, Contract Vendor must register online at <https://www.ark.org/vendor/index.html>
- M. **For Services Only:**

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1. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor must submit a written statement to that effect.
 2. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants. The Contractor must certify online at www.arkansas.gov/dfa/procurement that the Contractor does not employ or contract with any illegal immigrant prior to entering into this Addendum.
 3. **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.
7. **Statement of Work and Purchase Order Instructions:**

Contractor shall provide services to a Purchasing Entity pursuant to and in accordance with separate, mutually agreed Statements of Work. Once executed by Contractor and the applicable Purchasing Entity, such Statement of Work shall be considered an "Order" under this participating addendum and be binding upon the parties thereto. Following execution of a Statement of Work, the applicable Purchasing Entity shall issue a Purchase Order. No signed Statement of Work shall be valid unless it is accompanied by a valid Purchase Order. Purchase Orders **shall** include the following:

- A. The mutually agreed Statement of Work
- B. NASPO Master Agreement number **AR2479**
- C. State contract number [**SP-17-0134 4600040824**]
- D. Agency Name, Address, Contact, and Phone-Number
- E. Applicable approvals
- F. Purchase orders shall be made out to the Contractor

Purchase orders shall not modify or supplement the terms of any mutually agreed Statement of Work, and any terms and conditions contained in a purchase order, but not in the mutually agreed Statement of Work are null and void.

As set forth in the Master Agreement, Orders may include the licensing of specific software programs pursuant to individual End User License Agreements, in a form substantially similar to the license agreement for the applicable software as attached to the Master Agreement, in each case as executed by the Purchasing Entity and the applicable software vendor as part of the applicable Order. In addition, the additional terms set forth in Exhibit 1 to this PA will apply to any Order where AWS hosting is included as part of the Services thereunder.

Except as contemplated above, the Purchasing Entities shall not be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this Agreement.

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8. Subcontractors:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State/Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide product delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

Additional approved subcontractors may be included in the applicable Orders. Subcontractors may be updated by mutual agreement

9. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services **shall** be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

10. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement as modified by this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

11. Terms:

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

12. Voluntary Product Accessibility Templates. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

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- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
- Integrating into networks used to share communications among employees, program participants, and the public
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

13. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State	Name	Solomon Kingston
	Address	
	Telephone	801-538-3228
	E-mail	skingston@utah.gov
[Cooperative]	Name	Shannon Berry
	Address	
	Telephone	775-720-3404
	E-mail	sberry@naspovaulepoint.org

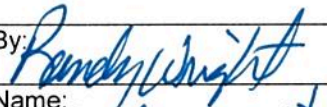
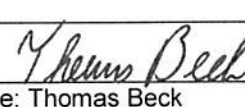
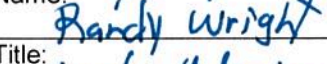
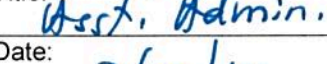
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Contractor	Name	Todd Higgins, Principal Deloitte Consulting LLP
	Address	111 Monument Circle, suite 4200 Indianapolis, Indiana 46204
	Telephone	317-656-2417
	E-mail	Tohiggins@deloitte.com
Participating Entity	Name	Shane Phillips
	Address	1509 West 7th Street, 3rd Floor, Little Rock, AR 72201
	Telephone	501-324-9322
	E-mail	Jordan.Phillips@dfa.arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

This Participating Addendum and the Master Agreement number AR2479 (administered by the State of Utah) together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement except as expressly permitted under this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:		Contractor:	
By: 		By: 	
Name: 		Name: Thomas Beck	
Title:  Asst. Admin.		Title: Principal, Deloitte Consulting LLP	
Date: 7/19/17		Date: 7/19/2017	

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EXHIBIT 1

AWS Hosting

In addition to the terms and conditions in the Participating Addendum, the terms and conditions set forth in this exhibit will apply to any Order where AWS hosting is included as part of the Services thereunder.

(a) State Participating Entity or Purchasing Entity acknowledges and agrees that Contractor will be contracting with Amazon Web Services, Inc. ("AWS"), an independent commercial public cloud infrastructure provider, as a vendor to provide the AWS cloud-computing platform, services and tools ("AWS Platform") as part of the Services in the applicable Order. State Participating Entity or Purchasing Entity agrees that AWS shall not be deemed a subcontractor under the terms of the Agreement.

(b) By entering into the Order, State Participating Entity or Purchasing Entity acknowledges that its use of the AWS Platform is subject to AWS's access policy currently located at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf>, as it may be updated by AWS from time to time, and as may be made available on any successor or related site designated by AWS ("AWS Public Sector Access Policy"), a copy of the current version is attached hereto. State Participating Entity or Purchasing Entity hereby accepts the terms of the AWS Public Sector Access Policy.

(c) State Participating Entity or Purchasing Entity acknowledges that aspects of, or changes to, the functionality of the AWS Platform is outside of Contractor's direct control. In the event the AWS Platform experiences an availability, performance, or security failure solely as a result of an outage, malfunction, unavailability of, or change by AWS to an AWS Platform component (a "Platform failure"): (i) Contractor shall coordinate with AWS and the State Participating Entity or Purchasing Entity to monitor status on resolving any such issue and Contractor will work collaboratively with the State Participating Entity or Purchasing Entity to develop a mutually agreeable resolution to address the impact of such failure; and (ii) to the extent AWS provides a credit/payment to Contractor as a result, Contractor shall apply such amount against amounts due to Contractor for the Services; and (iii) State Participating Entity or Purchasing Entity agrees that Contractor will not be in breach of its obligations for such a Platform failure. The foregoing shall not relieve Contractor from responsibility for any other aspects of the Services, such as the functionality of the hosted solution, nor from responsibility for Contractor not having properly installed or configured any AWS Platform components in accordance with the applicable Order.

(d) "State Items" shall mean any State-provisioned application or other software installed or uploaded onto the AWS Platform by or on behalf of State Participating Entity or Purchasing Entity, or by Contractor as part of the Services ("State Software") and any State-provisioned machine images, data, text, audio, video, images or other content that is installed or uploaded onto the AWS Platform by Contractor as part of the Services, or that State Participating Entity or Purchasing Entity or any of its end users (a) runs on any State Software hosted on the AWS Platform, (b) uploads to any State Software hosted on the AWS Platform, or (c) causes to interface with the AWS Platform. State Items, once uploaded to and while hosted on the AWS Platform, will not be considered Confidential Information under the Agreement, but will be subject to any security control measures to be implemented as agreed to by the parties to the applicable Order. Contractor shall promptly notify State Participating Entity or Purchasing Entity of any unauthorized third-party access to any State Items. Notwithstanding the foregoing, any State Items that Contractor maintains in its possession or accesses in connection with the Services, in each case outside of the Hosted Solution, shall be treated by Contractor as Confidential Information under the terms of the Agreement.

(e) In lieu of an order to comply with any inspection under the Agreement of the AWS Platform or the AWS data center facilities, servers, networking equipment and hosting software systems, State may review relevant security documentation regarding AWS's FedRAMP program by submitting a request directly to AWS. In addition, notwithstanding anything to the contrary, State Participating Entity's or Purchasing Entity's audit rights set forth in the Contract shall not extend to AWS's books and records.

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Attachment

AWS PUBLIC SECTOR ACCESS POLICY

(Last Updated July 21, 2015)

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

1. Use of the Services.

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

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

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

2. Your Responsibilities

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

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

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

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

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3. Service Interruption.

3.1 General. We may suspend the AWS account(s) through which you access the Services immediately if we determine your or an End User's use of the Services (i) violates the terms of this Access Policy (including the Acceptable Use Policy or Service Terms); (ii) poses a security risk to the Services or any other AWS customer, (iii) may harm our systems or the systems or Materials of any other AWS customer; or (iv) may subject us to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Provider, who is solely responsible for providing any notices to you under your agreement with them.

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

4. Proprietary Rights

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

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

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