VicCloud (AWS) | AWS

1. **Definitions**

    In this section:

    (a) **Acceptable Use Policy** means the policy describing prohibited uses of the web services offered by AWS, including AWS training services, located at https://aws.amazon.com/aup/ (and any successor or related site designated by us), as may be updated from time to time;

    (b) **Agreement** means the Agency between Cenitex and AWS dated 30 July 2025, which was entered into in accordance with the Agreement between DTA and AWS dated 20 December 2024;

    (c) **AWS** means Amazon Web Services Pty Ltd;

    (d) **AWS Content** means Content that AWS or any of its affiliates makes available related to the Services or on the AWS site at http://aws.amazon.com (and any successor or related locations designated by AWS) to allow access to and use of the Services, including: APIs; WSDLs; sample code; software libraries; command line tools; proof of concept, templates and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content;

    (e) **AWS Enterprise Account** means the AWS account between Cenitex and AWS under the Agreement;

    (f) **AWS Marks** means any trademarks, service marks, service or trade names, logos and other designations of AWS and its affiliates that AWS may make available to the Customer in connection with this Proposal;

    (g) **AWS Services** means all the generally available services made available by AWS or its affiliates through DTA's AWS Management Console (or through other means by which AWS makes such services available);

    (h) **Content** means software (including machine images), data, text, audio, video, images or other content;

    (i) **Customer Content** means Content that the Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that the Customer or an End User device from the foregoing through its use of the Service Offerings. Customer Content does not include account information.

(j) **DTA** means the Commonwealth of Australia, as represented by the Digital Transformation Agency;

(k) **End User** means any individual or entity that directly or indirectly through another user:

  (1)   accesses or uses Customer Content; or

  (2)   otherwise accesses or uses the Service Offerings under an AWS Enterprise Account,

but 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 an AWS Enterprise Account;

(l) **Policies** means the Acceptable Use Policy, Privacy Notice, and the Service Terms;

(m) **Privacy Notice** means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related site designated by A WS), as may be updated from time to time by AWS;

(n) **Service(s)** means each of the services made available by AWS or its affiliates for which Cenitex registers via the AWS Site (or by such other means made available by AWS), including those services described in the Service Terms. For the avoidance of doubt, Services include AWS professional services and AWS training services, but do not include Third-Party Content;

(o) **Service Terms** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations as designated by AWS), as may be updated by AWS from time to time;

(p) **Suggestions** means all suggested improvements to the Service Offerings that the Customer provides to AWS;

(q) **Third-Party Content** means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products or data; and

(r) **Trademark Use Guidelines means** the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines/ (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

2. Proprietary Rights

Customer Content

(a) Unless otherwise expressly provided in this Proposal, AWS obtains no rights to Customer Content.

Service Offerings Licence

(b) AWS or its licensors own all right, title and interest in and to the Service Offerings, and all related technology and intellectual property rights. The Customer is granted a limited, revocable, non-exclusive, non-sublicensable, non-transferable licence to do the following:

   (1) access and use the Services solely in accordance with this Proposal (including these CTP Terms and the restrictions contained in this clause 2);

   (2) copy and use the AWS Content solely for the Customer's permitted use of the Services; and

   (3) any of the acts otherwise permitted by AWS to enable End Users to access or use Customer Content.

   Except as provided in this clause 2(a), the Customer and its End Users obtain no rights from AWS, its affiliates, or their licensors to the Service Offerings, including without limitation any related intellectual property rights. Some AWS Content may be provided to the Customer under a separate licence, such as the Apache License, Version 2.0, which will be identified to the Customer in the notice file or on the download page, in which case the licence will govern the Customer's use of that AWS Content.

Licence restrictions

(c) Neither the Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by these CTP Terms (including this clause 2). Neither the Customer nor any End User may, or may attempt to:

   (1) modify, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offering (except to the extent Content included in the Service Offerings is provided to the Customer under a separate licence that expressly permits the creation of derivative works);

(2)   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;

(3)   access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; or

(4)   resell or sublicense the Service Offerings. The Customer will not assert, nor will the Customer authorise, assist or encourage any third party to assert, any intellectual property infringement claim regarding any Service Offerings the Customer has used. The Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. The Customer will not misrepresent or embellish the relationship between AWS and Cenitex, and AWS and the Customer (including by expressing or implying that AWS supports, sponsors, endorses or contributes to Cenitex or Customer business endeavours). The Customer will not imply any relationship or affiliation between AWS and the Customer except as expressly permitted in these CTP Terms.

(d) The Customer will not assert, nor authorise the assertion of, or assist (absent a court order, subpoena or comparable coercive process) any third party to assert, or retain any interest in recoveries from the assertion of, any worldwide patent infringement claim against AWS or its affiliates, or any of their respective:

(1)   customers based on any product, software or service provided (directly or indirectly) by AWS or its affiliates to such customer; or

(2)   vendors based on any product, software or service made by or for and/or provided to AWS or any of its affiliates.

(e) If the Customer elects to provide any Suggestions to AWS or its affiliates, AWS and its affiliates will be entitled to use the Suggestions without restriction.

3.   **Third-Party Content**

Third-Party Content may be used by the Customer at the Customer's election. Third-Party Content is governed by the Agreement unless accompanied by separate terms and conditions, identified:

(a) on the AWS Marketplace web pages, where AWS makes available AWS Marketplace as a Service for the Cenitex to use to procure Third-Party Content ;

(b) in the Service Terms;

(c) on a software package download page, product detail page, or notice file associated with the software; or

(d) on the developer forum pages on the AWS Site.

Those terms and conditions may include separate fees and charges.

4. Changes

The Customer acknowledges that AWS may change or discontinue any of the Service Offerings from time to time.

5. Confidentiality

The Customer acknowledges and agrees that the contents of the Proposal and these CTP Terms:

(a) are the confidential information of AWS, and will not be disclosed by the Customer except as permitted by the Agreement and these Proposals; and

(b) Customer will ensure that each person to whom the Customer discloses the CTP Terms or Proposal is aware of the confidential nature of that information prior to disclosure.

6. Press releases

Except to the extent permitted by applicable law or these CTP Terms, the Customer will not issue any press release or make any other public communication with respect to these CTP Terms or its use of the Service Offerings.

7. Customer responsibilities

(a) The Customer will ensure that no Customer Content or its End Users' use of Customer Content or the Service Offerings violates any of the Policies or applicable law.

(b) To the extent that the Customer enables End Users to access the Services or Customer Content, the Customer will ensure that all End Users comply with any applicable obligations of Cenitex under this Proposal (including these CTP Terms).

8. **Temporary limitation of access and use rights**

(a) The Customer acknowledges that AWS may temporarily limit (in full or in part) the Customer's or any End User's right to access or use the Service Offerings upon notice to Cenitex if AWS reasonably determines that Cenitex's, the Customer's or the End User's use of the Service Offerings poses a security risk or threat to the functions of the Service Offerings, or poses a security or liability risk or threat to AWS, its affiliates or any third party.

(b) AWS will only limit the Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat.

(c) AWS will restore the Customer's access and use rights promptly after Cenitex has resolved the issue(s) giving rise to the limitation.

(d) The Customer will remain responsible for all fees for the portions of the Service Offerings that continue to be used during the period of limitation (including fees for any continued consumption of the Service Offerings that the Customer does not have access to as a result of such limitation).

9. **Termination**

The Customer acknowledges that AWS may terminate its Agreement with Cenitex for by providing Cenitex 90 days advance notice for cause:

(a) if AWS has the right to limit Cenitex's, the Customer's or any End User's right to access the Service Offerings under the Agreement and Cenitex has not cured the condition giving rise to that right within such 90 day period; or

(b) in order to comply with the applicable law or requirements of governmental entities.