

Services Schedule: AWS Pass-Through Terms and Conditions for AWS Resources

The pass-through terms and conditions listed below are incorporated by reference into applicable AWS Statements of Work ("SOWs"), as indicated in the SOW Terms and Conditions section within each applicable SOW.

1. **Access and Use.** Customer shall:
 - a. have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the AWS Resources, which may be updated from time-to-time by AWS, ordered according to this SOW during the Term, unless earlier terminated in accordance with the Agreement or this SOW (the "Services Period").
 - b. only use the AWS Resources for Customer's internal business purpose and may not directly resell the AWS Services.
 - c. be responsible for any required notices, consents and/or authorizations related to Customer's use of the Services including the processing of Customer's Content as part of the Services.
 - d. use the AWS Resources in compliance with the AWS Service Specifications (defined below).
 - i. AWS Service Specifications means the following documents, which may be updated from time to time by AWS, as applicable to the AWS Resources specified in this SOW:
 - Service Terms: <https://aws.amazon.com/service-terms/> (includes service descriptions for AWS Services)
 - AWS Customer Agreement: <https://aws.amazon.com/agreement/> (for Customer-Managed and Co-Managed Accounts)
 - SLAs: <https://aws.amazon.com/legal/service-level-agreements/>
 - Acceptable Use Policy: <https://aws.amazon.com/aup/>
2. **Sharing Customer Information.** To resell to Customer the AWS Resources, Syntax may provide AWS with Customer's name and contact information (including Customer website, Customer name, telephone number, email address, city, state/region, country, and zip/postal code). Customer consents to Syntax's collection, use, and disclosure of this information associated with the AWS Resources in accordance with Syntax's Privacy Statement (available at <https://www.syntax.com/services-privacy-policy/>, as such may be updated by Syntax from time to time). If the AWS Resources include one or more Third-Party Services, then Syntax or AWS may disclose to the applicable third-party Customer's name, city, state/region, country and zip/postal code and information associated with Customer's use of the AWS Resources. Information shared with AWS is also subject to the AWS privacy notice (available on <https://aws.amazon.com/privacy/> as such may be updated by AWS from time to time).
3. **AWS Managed Service Provider ("MSP") Program Acknowledgment.** Syntax has maintained the Amazon Web Services ("AWS") Managed Service Provider ("MSP") designation for multiple years and continues to meet all technical, operational, and governance requirements established by the AWS MSP Program. According to the current AWS MSP framework, AWS requires customers receiving MSP services to formally acknowledge their designated 24x7 MSP. Accordingly, Customer agrees to complete and return the Syntax-provided Customer confirmation requirements within thirty (30) days of initiating AWS consumption according to this SOW. The confirmation requirements must specify each AWS account for which Syntax will serve as Customer's 24x7 Managed Services Provider, and Syntax will provide the confirmation requirements to AWS. Customer further agrees to update the confirmation requirements upon request or when AWS accounts are added for Syntax to manage.