

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PARLER LLC,

Plaintiff,

v.

AMAZON WEB SERVICES, INC.,

Defendant.

No. 2:21-cv-00031-BJR

**DECLARATION OF [REDACTED]
[REDACTED] (AMAZON
EXECUTIVE 2) IN
OPPOSITION TO PARLER'S
MOTION FOR TEMPORARY
RESTRAINING ORDER**

FILED UNDER SEAL

The undersigned declares as follows:

1. I am [REDACTED]

[REDACTED] at Amazon Web Services, Inc.

("AWS"). I am over the age of 18 years and have personal knowledge of the matters stated in this Declaration. If called as a witness, I would testify competently to them.

2. I have been employed by Amazon for more than 10 years. [REDACTED]

[REDACTED]

[REDACTED] As a result, I have personal involvement in and knowledge of our policies concerning how AWS handles abusive content hosted by our customers. I also have reviewed information relating to plaintiff Parler LLC's account with AWS, and was personally involved in the discussions with Parler described below.

3. On June 12, 2018, Parler signed up with AWS through our online click-through process. At the time that Parler created its account with AWS, it agreed to the terms of the AWS

AMAZON EXECUTIVE 2 DECL. ISO OPP'N TO TRO

(No. 2:21-cv-00031-BJR) - 1
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Davis Wright Tremaine LLP
LAW OFFICES
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1 Customer Agreement. A true and correct copy of the AWS Customer Agreement to which Parler
2 agreed is attached to this declaration as **Exhibit A**. The Agreement's terms subsequently
3 changed in parts that are not relied upon by AWS in its opposition to Parler's motion for
4 temporary restraining order. A true and correct copy of the currently applicable AWS Customer
5 Agreement (the "Agreement") is attached to this declaration as **Exhibit B** (and attached as
6 Exhibit B to the complaint). The Agreement incorporates, among other things, Amazon's
7 Acceptable Use Policy (the "AUP"), which is available online at <http://aws.amazon.com/aup>.
8 Attached as **Exhibit C** is a true and correct copy of the AUP, which was last updated September
9 16, 2016.

10 4. In mid-November 2020, we received reports that Parler was hosting content
11 threatening violence in violation of our terms. On November 17, 2020, seeking to better
12 understand Parler's approach to content moderation, we provided Parler two examples of content
13 hosted on its website and asked whether Parler "consider[d] this type of content to violate
14 [Parler's] policies," and requested "more detailed information on [Parler's] policies and
15 processes for handling and mitigating" such content. Two days later, Parler responded that it had
16 referred one example (that threatened violence against others) to its "regular contact for
17 investigation" but that the other "would not be deemed a violation of [Parler's] terms of service .
18 . . as hateful as it is." Attached as **Exhibit D** is a true and correct copy of this correspondence
19 (names and personal information have been redacted).

20 5. Over the ensuing seven weeks, we sent Parler reports of content that encouraged
21 or incited violence in violation of our terms, and which required prompt removal. Ultimately,
22 AWS notified Parler of more than 100 pieces of such content. The reports were sent directly to
23 Parler's Chief Policy Officer to ensure that they would be investigated and removed promptly.
24 Despite this, on several occasions, Parler failed to remove the content in a timely manner, or
25 required us to follow up, sometimes several times. Attached as **Exhibit E** is the list of content
26 we provided to Parler that violated our terms.
27

1 6. On January 8, 9, and 10, we notified Parler of additional content that threatened or
2 encouraged violence that it was hosting in violation of the Agreement. On January 8 and 9, we
3 spoke with Parler about its content moderation policies, processes, and tools. We emphasized
4 that Parler's approach to moderation failed to address the need for Parler to promptly identify
5 and remove violent content as required by our terms. In response, Parler outlined a nascent,
6 manual, reactive approach to content moderation that would rely almost exclusively on external
7 "volunteers" who would then forward identified content to a volunteer "jury" to decide if the
8 content had to be taken down. We also expressed our concerns regarding Parler's CEO's public
9 statements that Parler sought to do as little content moderation as possible and that,
10 notwithstanding their claim to have implemented this new approach, there was an increasing
11 volume of content on Parler that threatened or encouraged violence. We explained that given the
12 events at the U.S. Capitol Building and the threats regarding the upcoming inauguration, we had
13 real concern about this content leading to more violence. We were clear that Parler needed to
14 have a robust and effective process for identifying and removing content that threatened or
15 encouraged violence, and that it was employing very few resources toward this effort, which we
16 did not believe would be effective. We noted that, while we were finding such violent content
17 that violated our terms, it was their job to identify and remove this content, and that we were just
18 scratching the surface of what they were hosting.

19 7. Despite AWS's repeated efforts to address these concerns directly with Parler, we
20 continued to see an increasing volume of content that threatened or encouraged violence hosted
21 on Parler that violated both Agreement and Amazon's AUP. As a result, on January 9, we
22 notified Parler that AWS would suspend its account effective 11:59 p.m. on January 10. A true
23 and correct copy of this correspondence is attached as Exhibit A to Parler's complaint. *See* Dkt.
24 1-1. During a call on January 10, Parler stated that it had a backlog of 26,000 reports of content
25 that violated its minimal community standards and that it had not yet looked at that content
26 (which thus remained available on its service).

1 8. After the notice of Parler's account suspension, Parler users began posting threats
2 of physical violence and death to Amazon delivery drivers, Amazon facilities, and Amazon
3 executives. True and correct copies of examples of these threats are attached as **Exhibit F**.
4 Additional examples of these threats are included throughout Exhibit E (*see* ¶ 5, *supra*), at pages
5 12, 15, 30, 43, 57, and 66. As a result of these and similar threats against employees of other
6 companies that have suspended Parler or others from their services, I am concerned for my
7 safety, as well as the safety of my colleagues.

8
9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on January 12, 2021 at Seattle, WA



EXHIBIT A

*If your address is in India, please review the [AISPL Customer Agreement](#), which governs your access to and use of the Service Offerings.

*Please note that as of July 1, 2018, customers located in Europe, the Middle East, or Africa will contract with our European based AWS Contracting Party, as provided in Section 14. See the [AWS Europe FAQ](#) for more information.

AWS Customer Agreement

This AWS Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as “**AWS**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**” or “**your**”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

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

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. Changes.

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

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

2.3 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. Security and Data Privacy.

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

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

4. Your Responsibilities.

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

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

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

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

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

5. Fees and Payment.

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

(a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any End User is, in breach of this Agreement;

(c) you are in breach of your payment obligations under Section 5; or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

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

(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

(a) **Termination for Convenience.** You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) **Termination for Cause.**

(i) **By Either Party.** Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) **By Us.** We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination.

(a) **Generally.** Upon the Termination Date:

(i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);

(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and

(iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights.

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

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

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

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

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

9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property.

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

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

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

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

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

10. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement.

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

13. Miscellaneous.

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

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

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

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

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts; except, if the applicable AWS Contracting Party is Amazon Web Services, Inc., any such dispute will be resolved by binding arbitration as provided in this Section 13.5, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

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

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

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

13.10 Notice.

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

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

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

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

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

14. Definitions.

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

"Account Country" is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if your credit card account is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

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

"API" means an application program interface.

"AWS Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

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

"AWS Contracting Party" means (i) prior to July 1, 2018, Amazon Web Services, Inc., and (ii) from July 1, 2018, the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Any country within Europe, the Middle East, or Africa ("EMEA")*	Amazon Web Services EMEA SARL	352 2789 0057	5 rue Plaetis L-2338 Luxembourg

Any other country that is not in EMEA	Amazon Web Services, Inc.	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*See <https://aws.amazon.com/legal/aws-emea-countries> for a full list of EMEA countries.

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

“AWS Site” means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

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

“Documentation” means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

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

“Governing Laws” and “Governing Courts” mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts of the district of Luxembourg City
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington

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

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

“Policies” means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

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

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

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

“Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

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

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

“Site Terms” means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by us), as may be updated by us from time to time.

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

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

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

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

“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 us), as they may be updated by us from time to time.

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

Last updated May 14, 2018

EXHIBIT B

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AWS Customer Agreement >

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*If your address is in India, please review the [AISPL Customer Agreement](#), which governs your access to and use of the Service Offerings.

*Please note that as of July 1, 2018, customers located in Europe, the Middle East, or Africa (other than South Africa) contract with our European based AWS Contracting Party, as provided in Section 14. See the [AWS Europe FAQ](#) for more information.

*Please note that as of August 1, 2020, customers located in South Africa contract with our South Africa based AWS Contracting Party, as provided in Section 14. See the [AWS South Africa FAQ](#) for more information.

*Please note that as of November 1, 2020, customers located in Brazil contract with our Brazil based AWS Contracting Party, as provided in Section 14. See the [AWS SBL FAQ](#) for more information.

*Observe que, a partir de 1º de novembro de 2020, os usuários localizados no Brasil celebrarão contrato com a nossa Parte Contratante da AWS sediada no Brasil, conforme prevê a Cláusula 14. Consulte as Perguntas Frequentes sobre a AWS SBL para obter mais informações. Consulte [aqui](#) a versão em português deste Contrato do Cliente AWS.

*Please note that as of December 1, 2020, customers located in South Korea contract with our South Korea based AWS Contracting Party, as provided in Section 14. See the [AWS South Korea FAQs](#) for more information.

AWS Customer Agreement

Last Updated: November 30, 2020

[See What's Changed](#)

This AWS Customer Agreement (this "**Agreement**") contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as "**AWS**," "**we**," "**us**," or "**our**") and you or the entity you represent ("**you**" or "**your**"). This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the "**Effective Date**"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

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

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. Changes.

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2.1 To the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months' prior notice if we discontinue material functionality of a Service that you are using, or materially alter a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 12 month notice period (a) would pose a security or intellectual property issue to us or the Services, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.

2.2 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. Security and Data Privacy.

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to Your Content.

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

4. Your Responsibilities.

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

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

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

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

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

5. Fees and Payment.

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and

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without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

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

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

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

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

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7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

- (i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;
- (ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);
- (iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and
- (iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

- (i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and
- (ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights.

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

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

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

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You may only use the AWS Marks in accordance with the Trademark Use

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Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

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

9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property.

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

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

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

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

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

10. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES,

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CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement.

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

13. Miscellaneous.

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

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

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

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

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive

jurisdiction and venue in the Governing Courts, subject to the additional provisions below.

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(a) If the applicable AWS Contracting Party is Amazon Web Services, Inc. or Amazon Web Services Korea LLC, the parties agree that the provisions of this Section 13.5(a) will apply. Disputes will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(b) If the applicable AWS Contracting Party is Amazon Web Services South Africa Proprietary Limited, the parties agree that the provisions of this Section 13.5(b) will apply. Disputes will be resolved by arbitration in accordance with the then-applicable rules of the Arbitration Foundation of Southern Africa, and judgment on the arbitral award must be entered in the Governing Court. The Arbitration Act, No. 42 of 1965 applies to this Agreement. The arbitration will take place in Johannesburg. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties.

(c) If the applicable AWS Contracting Party is Amazon AWS Serviços Brasil Ltda., the parties agree that the provisions of this Section 13.5(c) will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Governing Courts will have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

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

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

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

13.10 Notice.

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

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

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

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

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

14. Definitions.

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

"Account Country" is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if you have a credit card associated with your AWS account that is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

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

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"API" means an application program interface.

"AWS Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

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

"AWS Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Brazil*	Amazon AWS Serviços Brasil Ltda.	N/A	A. Presidente Juscelino Kubitschek, 2.041, Torre E - 18th and 19th Floors, Vila Nova Conceicao, São Paulo, Brasil
South Africa	Amazon Web Services South Africa Proprietary Limited	206-266-7010	Wembley Square 2, 134 Solan Road, Gardens, Cape Town, 8001, South Africa
South Korea	Amazon Web Services Korea LLC	N/A	12 th Floor GS Tower, 508 Nonhyeon-ro, Gangnam-gu, Seoul, 06141, Republic of Korea
Any country within Europe, the Middle East, or Africa (excluding South Africa) ("EMEA")**	Amazon Web Services EMEA SARL	352 2789 0057	38 Avenue John F. Kennedy, L-1855, Luxembourg
Any country that is not listed in this table above.	Amazon Web Services, Inc	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*Brazil is your Account Country only if you have provided a valid Brazilian Tax Registration Number (CPF/CNPJ number) for your account. If your billing address is located in Brazil but you have not provided a valid Brazilian Tax Registration Number (CPF/CNPJ number), then Amazon Web Services, Inc. is the AWS Contracting Party for your account.

**See <https://aws.amazon.com/legal/aws-emea-countries> for a full list of EMEA countries.

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

"AWS Site" means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

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

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

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

“Governing Laws” and “Governing Courts” mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon AWS Serviços Brasil Ltda.	The laws of Brazil	The courts of the City of São Paulo, State of São Paulo
Amazon Web Services South Africa Proprietary Limited	The laws of the Republic of South Africa	The South Gauteng High Court, Johannesburg
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts in the district of Luxembourg City
Amazon Web Services Korea LLC	The laws of the State of Washington	The state or Federal courts in King County, Washington
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington

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

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

“Policies” means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

“Privacy Notice” means the privacy notice located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

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

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

“Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

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

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

“Site Terms” means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by us), as may be updated by us from time to time.

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

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

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

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

“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 us), as they may be updated by us from time to time.

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

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- What's New
- Blogs
- Press Releases

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- Getting Started
- Training and Certification
- AWS Solutions Portfolio
- Architecture Center
- Product and Technical FAQs
- Analyst Reports
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- Developer Center
- SDKs & Tools
- .NET on AWS
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- Knowledge Center
- AWS Support Overview
- Legal

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- Français |
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- Türkçe |
- Русский |
- ไทย |
- 日本語 |
- 한국어 |
- 中文 (简体) |
- 中文 (繁體)

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- Site Terms
- |
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- |

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EXHIBIT C

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AWS Acceptable Use Policy



AWS Acceptable Use Policy

Updated September 16th, 2016

This Acceptable Use Policy (this **“Policy”**) describes prohibited uses of the web services offered by Amazon Web Services, Inc. and its affiliates (the **“Services”**) and the website located at <http://aws.amazon.com> (the **“AWS Site”**). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the AWS Site. By using the Services or accessing the AWS Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or AWS Site for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- **Illegal, Harmful or Fraudulent Activities.** Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a **“System”**). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

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AWS Acceptable Use Policy

- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

> No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or AWS Site. We may:

- investigate violations of this Policy or misuse of the Services or AWS Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the AWS Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please [follow our abuse reporting process](#).

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- What Is AWS?
- What Is Cloud Computing?
- What Is DevOps?
- What Is a Container?
- What Is a Data Lake?
- AWS Cloud Security
- What's New
- Blogs
- Press Releases

Resources for AWS

- Getting Started
- Training and Certification
- AWS Solutions Portfolio
- Architecture Center
- Product and Technical FAQs
- Analyst Reports
- AWS Partner Network

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- Developer Center
- SDKs & Tools
- .NET on AWS
- Python on AWS
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- 한국어 |
- 中文 (简体) |
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EXHIBIT D

From: Amy Peikoff [REDACTED]
Sent: Thursday, November 19, 2020 6:31 PM
To: [REDACTED]@amazon.com>
Subject: RE: [EXTERNAL] AWS | Questions on Parler Policies

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Hi [REDACTED],

Apologies for not getting back sooner. Things have been absolutely nuts between stabilizing the platform (I hear we had some Amazon servers drop unexpectedly once or twice, but things are thankfully smoother now), the media attention (not all accurate or fair), and also developing a regular contact with law enforcement to refer the sorts of threats you sent in the second example (a too-common occurrence during these turbulent times, unfortunately). The second example you sent [REDACTED] has been passed on to our regular contact for investigation.

The first example, as hateful as it is, would not be deemed a violation of our terms of service. Following Nadine Strossen (New York Law School, ACLU), Parler does not ban "hate speech" insofar as it would be protected by the First Amendment. We agree with Professor Strossen that the best way to resist hate is with more speech. You can read our Community Guidelines, which also describes how enforcement works on Parler, here:

<https://legal.parler.com/documents/guidelines.pdf>

Community Guidelines 11/07/2020

Community Guidelines 11/07/2020 Our Guidelines govern your relationship with Parler, your use of Parler, as well as your access to our services and products.

legal.parler.com

Let me know if you have any questions, or want to get on a call to discuss further. And thank you for bringing the threatening user to our attention.

Best,
Amy



Amy Peikoff | CPO



[PARLER.COM](https://parler.com)



From: [REDACTED]@amazon.com>

Sent: Thursday, November 19, 2020 7:50 PM

To: Amy Peikoff [REDACTED]

Subject: RE: AWS | Questions on Parler Policies

Hi Amy,

Just following up here. Our [REDACTED] team was hoping to have an answer to the questions in the email below as soon as possible.

Please let me know if you have any questions.

Thank you,



From: [REDACTED]

Sent: Tuesday, November 17, 2020 12:13 PM

To: 'Amy Peikoff' [REDACTED]

Subject: AWS | Questions on Parler Policies

Hi Amy,

I hope you have been doing well. I have spoke to John and Alex about the recent user growth, how exciting. I also want to thank you for being responsive to our [REDACTED] team about the abuse report.

The [REDACTED] team is curious if you could share more detailed information on your policies and processes for handling and mitigating harmful/offensive content, whether it be proactively or in response to reports. More details on the moderation process and reporting/take down process would be useful. We've also identified specific examples of potential hate speech and incitement of violence content that is currently available on Parler (copied below).

Does Parler consider this type of content to violate your policies? If so, what actions does Parler plan to take and in what timeframe?

[https://www.parler.com/profile/\[REDACTED\]/posts](https://www.parler.com/profile/[REDACTED]/posts)


[REDACTED] 5 days ago © 453

Why is this stupid nigger bitch telling white people what to do? Why is she acting like niggers have ever made anything other than a mud hut? Why is she acting like niggers have some history that isn't them being oppressed by the white man? Why is she acting like they have anything, actually, that wasn't given to them by the white man?

Who do you think you are, you stupid nigger bitch? You've over-stepped your fucking bounds and everybody's sick of your shit. Over 70 million people voted for Trump because they HATE YOUR UGLY NIGGER ASS, YOU STUPID FUCKING BITCH.

#niggers #GetOutNiggerBitch #Trump2020 #MAGA

Read less



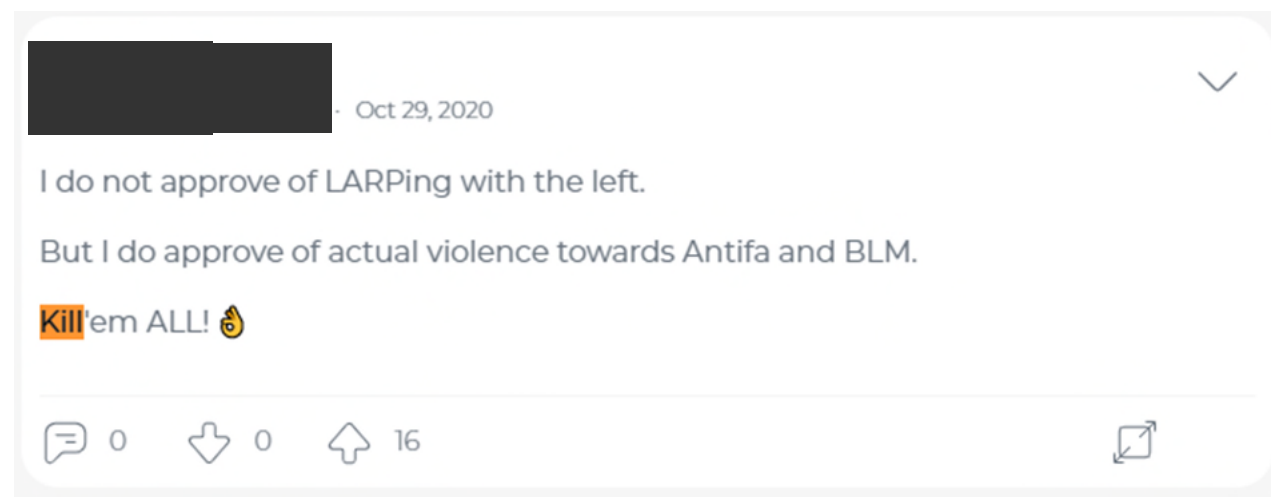
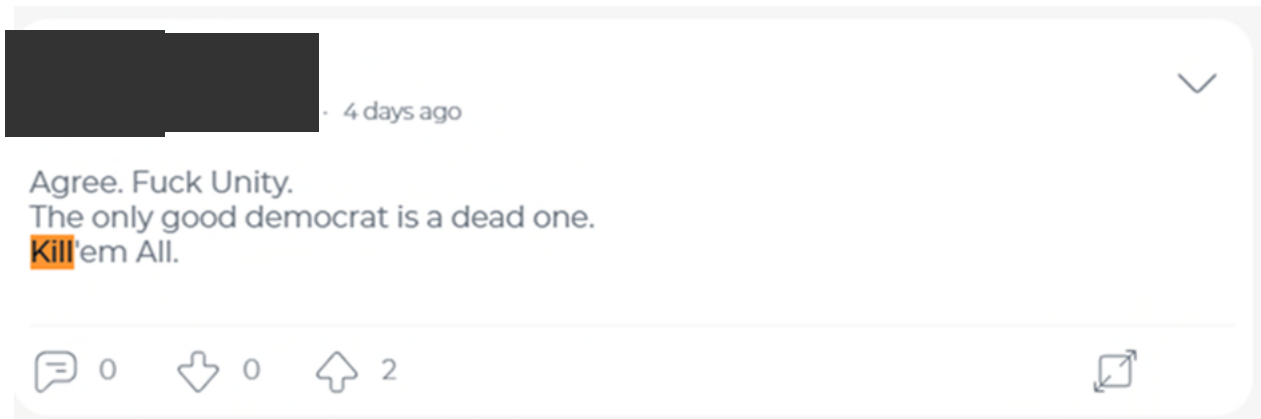
'Racism, fear, division': Michelle Obama attacks Trump in election plea – video

In a speech highly critical of the president, the former first lady made an impassioned plea to Americans to vote for De...

<https://www.theguardian.com/us-news/video/2020/oct/10/michelle-obama-trump>

Member Agreement Privacy Policy Community Guidelines © 2021 Parler

[https://www.parler.com/profile/\[REDACTED\]/posts](https://www.parler.com/profile/[REDACTED]/posts)



Thank you,



EXHIBIT E

Examples of Encouragement of Violence Content on Parler

Sent at 1.23pm MST (12/14/2020)


Example 1

POST:

11 hours ago · @ 307

↑

Cornell vaccine mandate only applies to white students



Cornell vaccine mandate only applies to white students | The College Fix

Police violence against blacks 'may contribute to feelings of distrust or powerlessness.'

@ <https://www.thecollegefix.com/cornell-vaccine-mandate-only-a>

@ 62

Kill the Cornell administration immediately if this is true. If they single out white people for forced sterilization and white people do not start killing these mother fuckers, I will start teaching people how to create and administer lethal compounds from local fauna to poison water supplies, and cafeterias in the most densely populated nigger and kike institutions. White people need to ignite their racial identity and rain down suffering and death like a hurricane upon the Zionists their families and their most influential community advocates. The first time one of these white people turns up sterilized or dead, it will be your last chance to make your race your family. Stand up for each other. Protect each other. Tear down the guilt, give yourself to the plight of your people. Find your tribe, your local white tribe.

[read less](#)

Example 2

POST:

2 days ago · @ 178k

formerly known as [REDACTED] 35, is a violent transgender Antifa militant responsible for randomly tear gassing innocent conservatives. He/she/it has tried very hard to remain unknown. You know what to do. ✓

408

2.6k

1.8k

Yup, kill em.

0

0

2

I hope I run into him. I'll grab his cattle ring and ram his head into the pavement.

0

0

1

We need addresses on many many people

1

0

5

Kill it!!!

2

1

5

Where does this live???

0

0

3

Example 3

POST:

16, 2020 • 18 viewed

All this talk is just total bullshit if you people don't get off your ass and start taking these motherfuckers out one of the time fuck blm /antifa put a target on these motherless trash they aren't human taking one out would be like stepping on a roach no different

0

0

0

Example 4

POST:

8 days ago • 665 viewed

Aside from ranting and raving, I become more and more radicalized every day. My wishes for a racewar have never been higher. I find myself thinking about killing niggers and Jews more and more often. Our people need freedom. They've taken everything from us You work 40+ hours a week for what? You work your life away to pay taxes to a group of elites that hate you You watch your women raped and turned out by niggers You watch as your children are indoctrinated You watch your country fall apart When will enough be enough? We need to act like our forefathers did Kill them all Leave no victims or survivors

read less

7

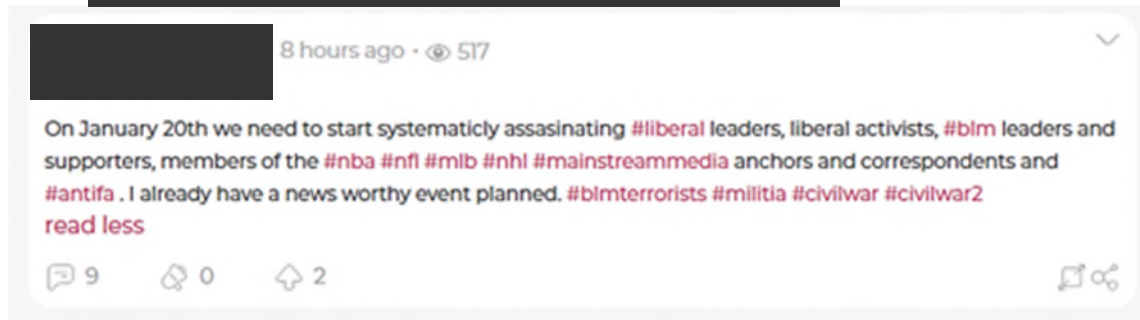
3

9

Sent at 6.50pm PT (12/15/2020)

USER:

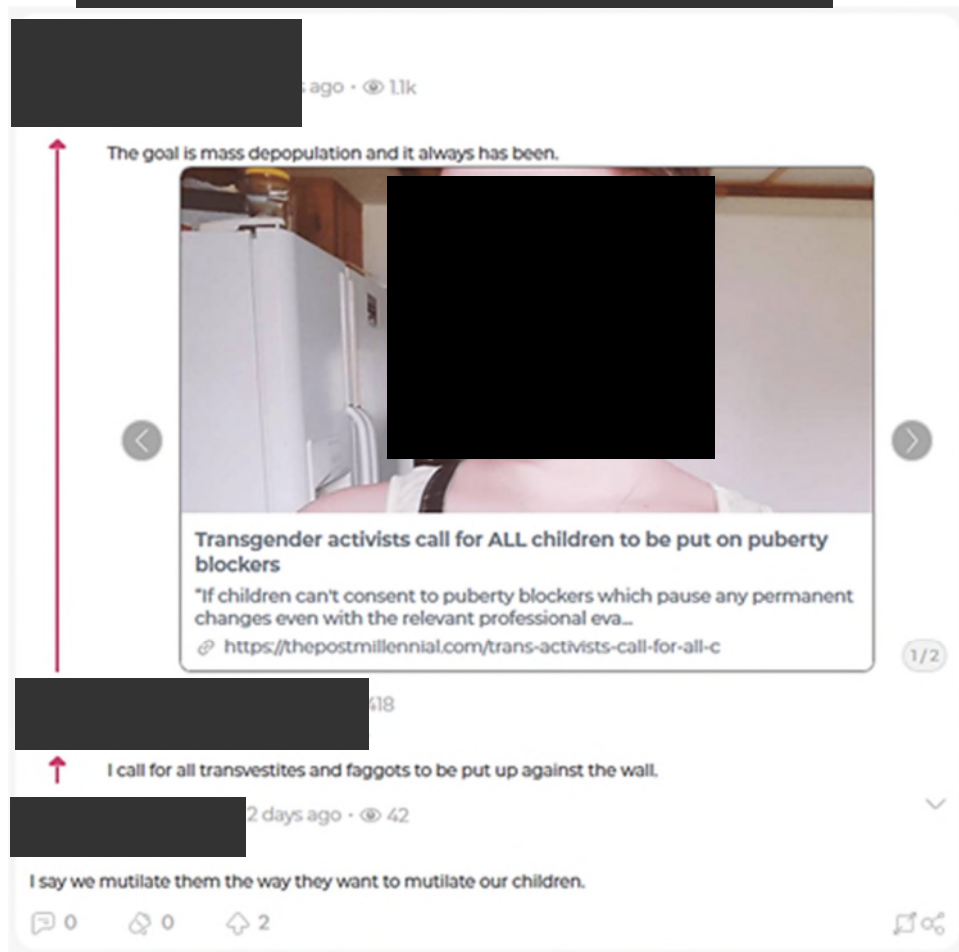
POST:



Sent at 7.06pm PT (12/18/2020)

Example 1

Post:

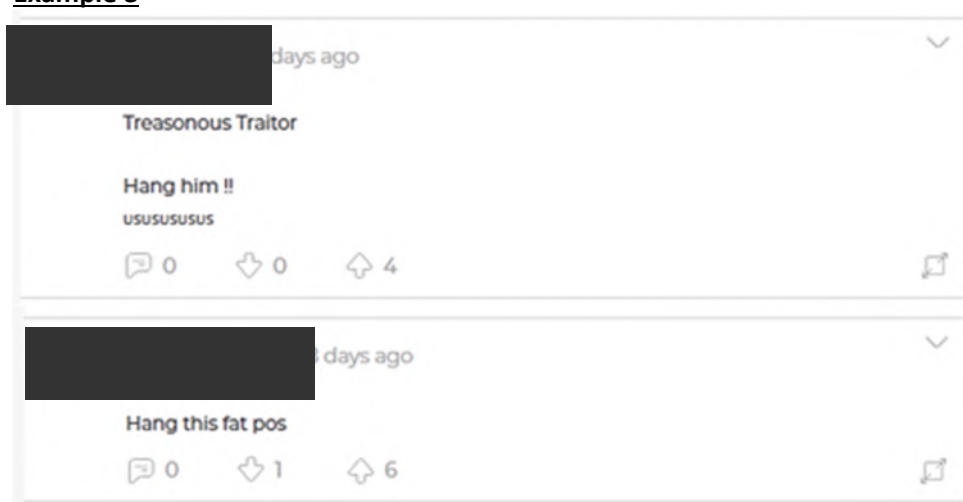


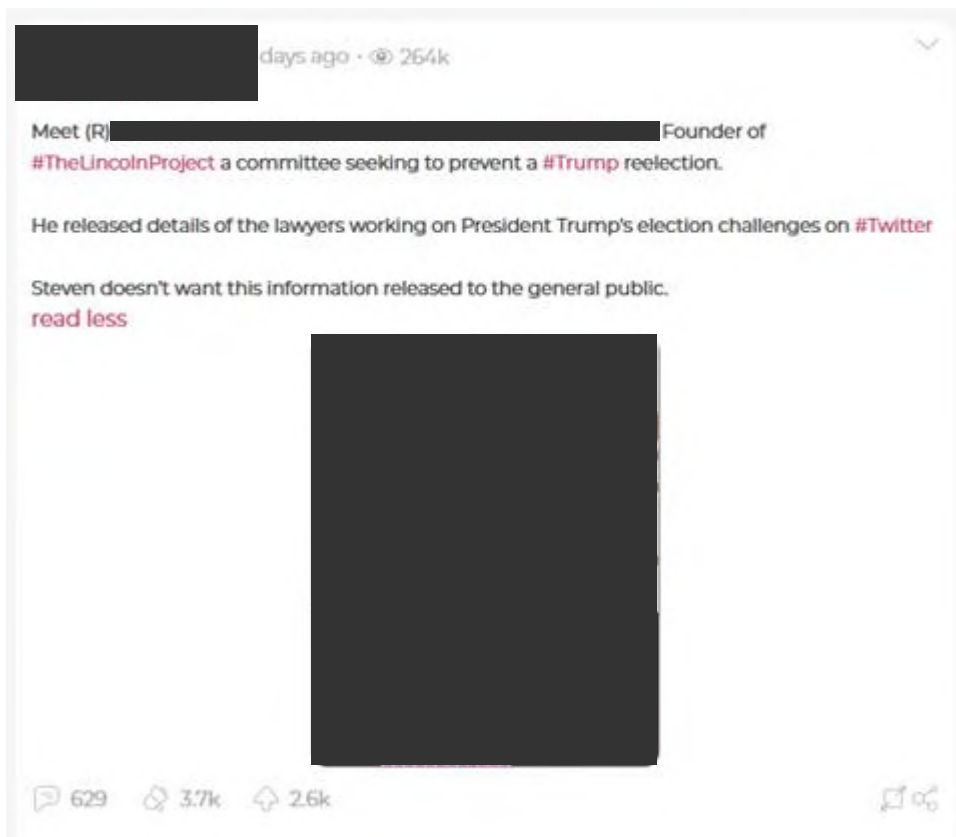
Example 2

Post:

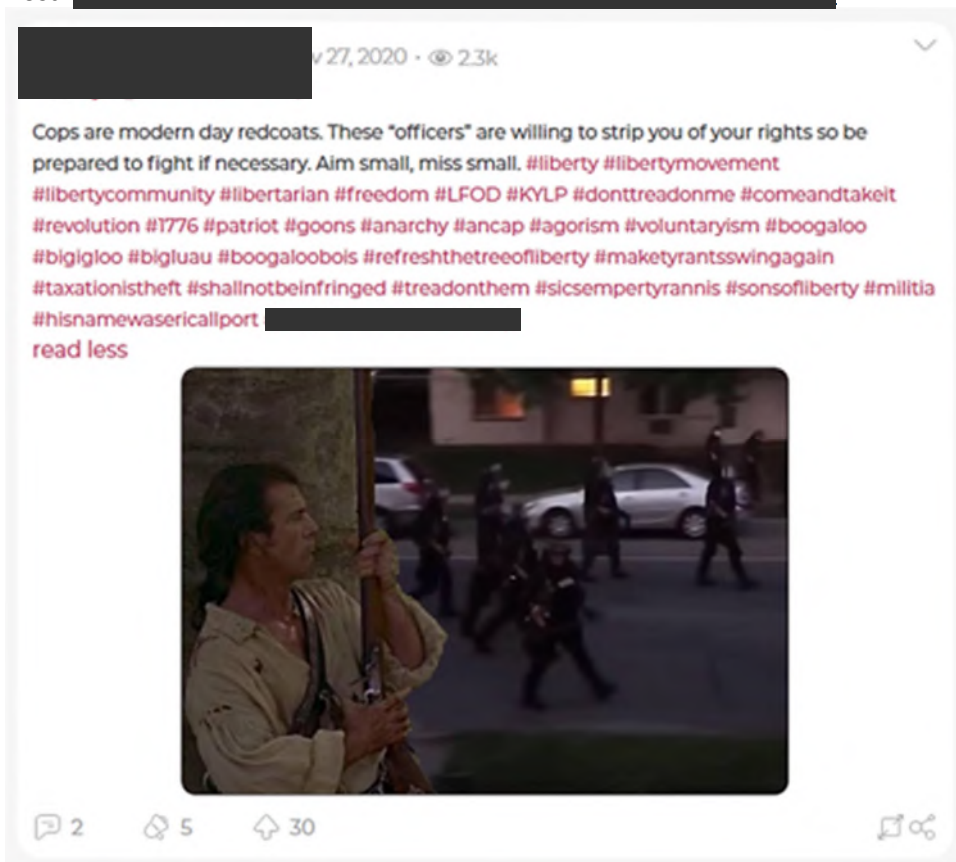


Example 3



**Example 4**

Post:



Sent at 1.21pm PT (1/8/2021)

Example 1

POST:

[REDACTED] days ago · 393

You liberals and dirty left demonrats and antifa and blm and rhino politicians and Muslims who are against our country our president our constitution and burning down our jobs burning down our businesses burning down our life destroying our children's lives and scaring them destroying our culture our freedoms and our rights our history our lord Jesus ? You cry for free shit ? I'll give you something free a damn bullet to your damn head there's your damn free !!! It's coming we are coming with our list we know where you live we know who you are we are coming for you and it starts on the 6 th civil war 2 is on the arise and it's coming with hell and death ! Lol if you will think it's a joke but when we are in your faces with our guns or fire burning your asses out you won't be Laughing then will you ? Enjoy your last few days you have because it will be your last ! Semper Fi

[read less](#)

6 1 5

Example 2

[REDACTED] 2 days ago

FUCK THESE DC POLICE. FUCK THOSE COCK SUCKERS UP. BEAT THEM DOWN. YOU DONT GET TO RETURN TO YOUR FAMILIES TONIGHT OATHBREAKERS DESERVE PUNISHMENT.

0 0 6

The above is a comment on this post:

[REDACTED] days ago · 28k

This is Civil War patriots!!!

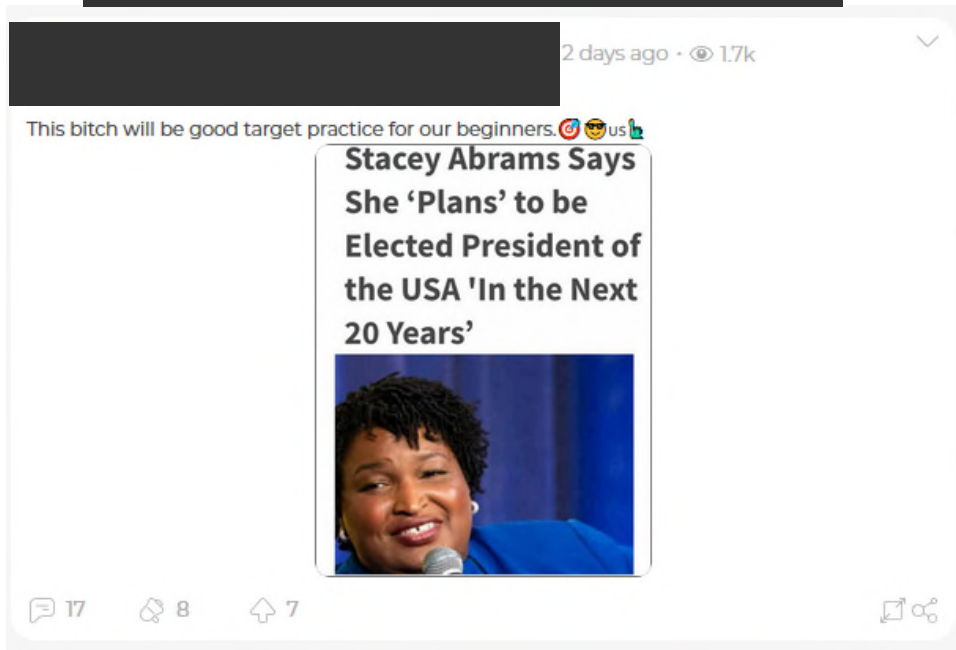
[REDACTED]

DC just turned the power off to the rally...no lights, no mike...they think they own us

93 384 519

Example 3

POST:



Example 4

POST:




Example 5

POST:

Dec 23, 2020 · 22k

Obama's Original Certificate of Birth before they issued him New Fake One to get him elected! Place of Birth is Mombasa Kenya



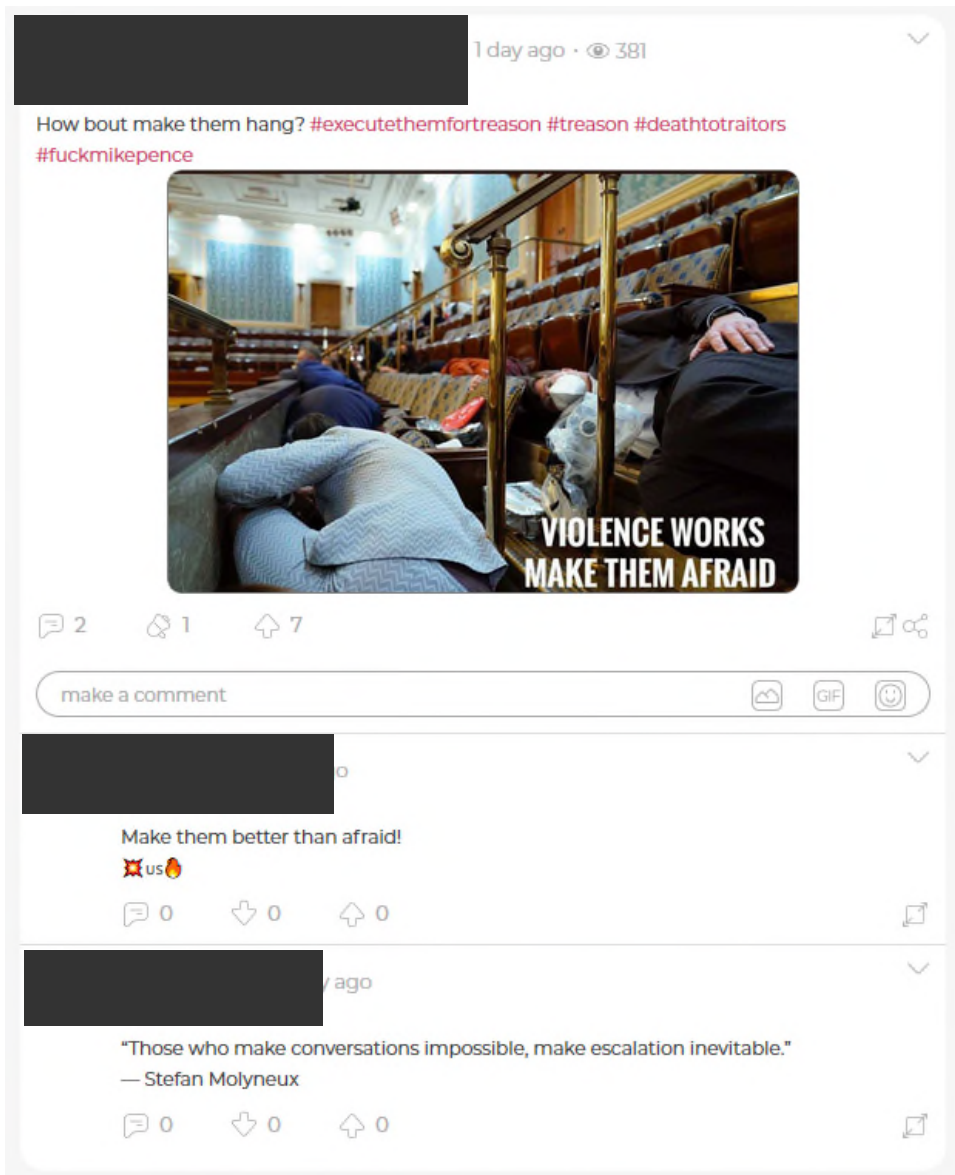
192

YES! WE NEED TO BURN AND RAPE THAT STUPID NIGGER FOR ALL HE DID TO OUR COUNTRY!!! DONALD TRUMP 2020!!! HEIL HITLER!!!

0 0 0

Example 6

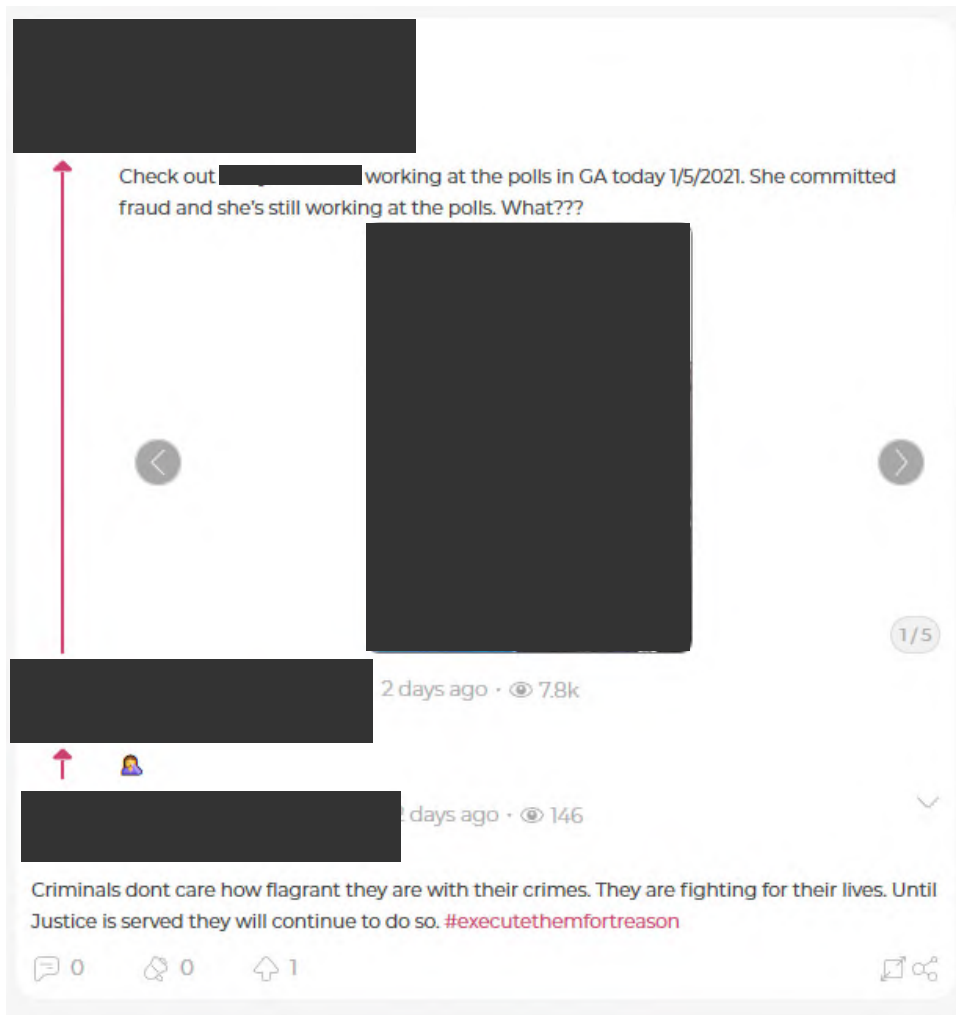
POST:



Example 7

POST:

[REDACTED]



Example 8

POST: [redacted]



Example 9

POST:

[REDACTED]



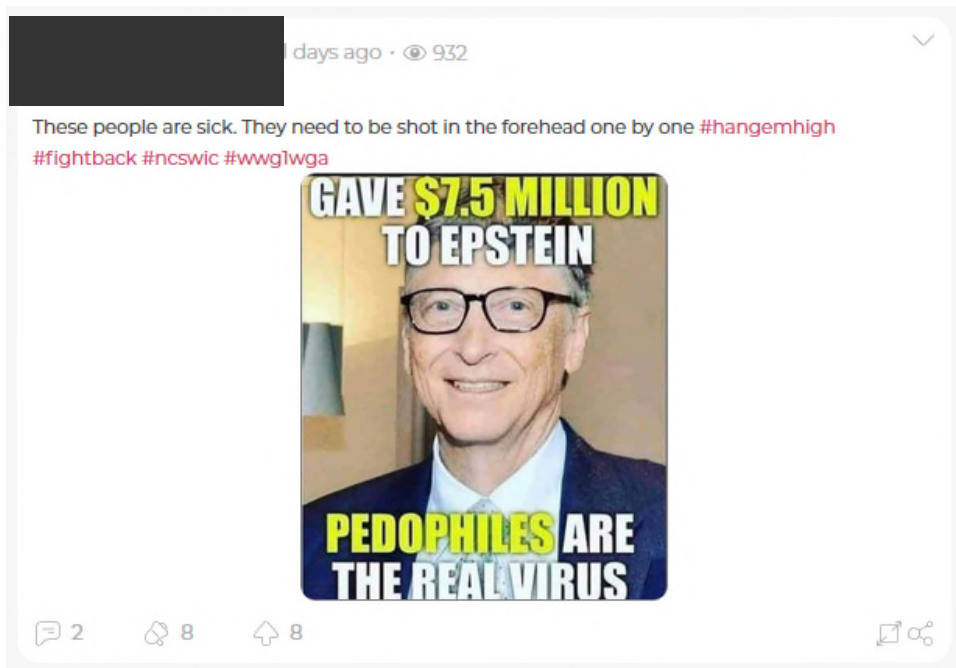
Example 10

POST:



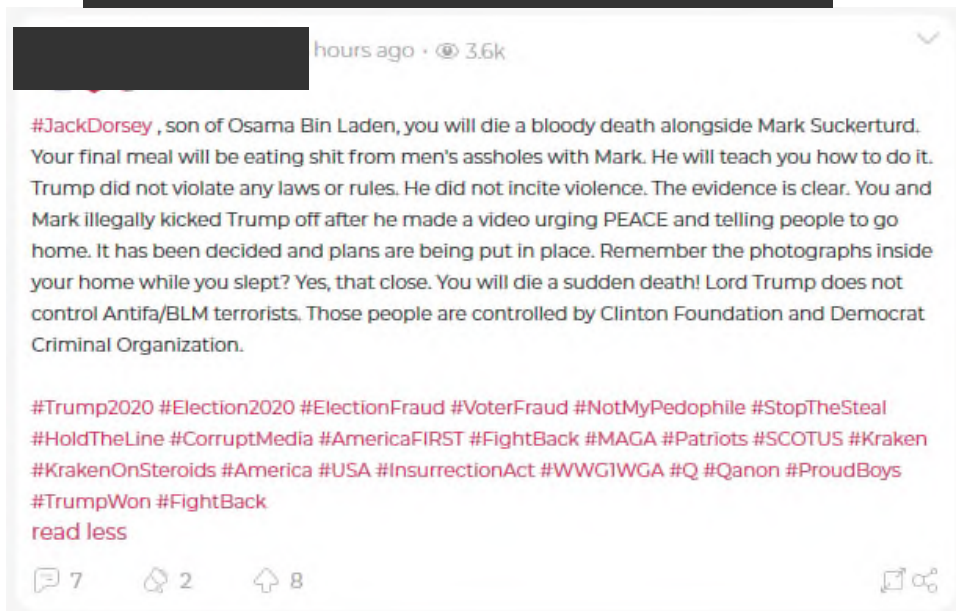
Example 11

POST:



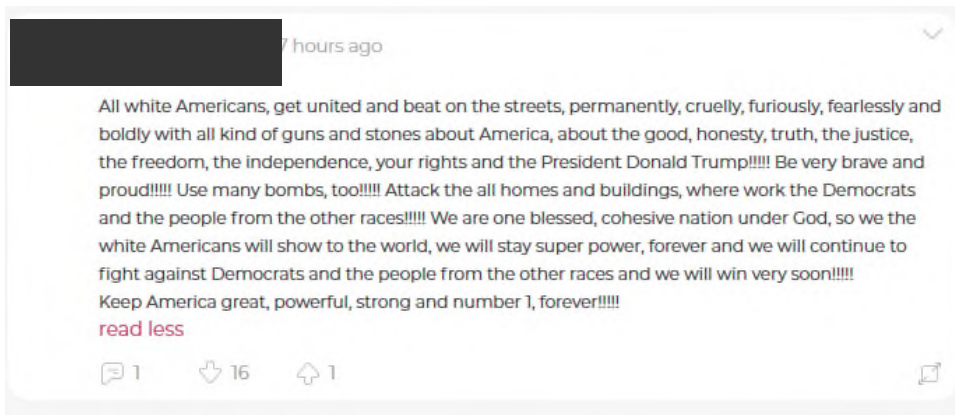
Example 12

POST:

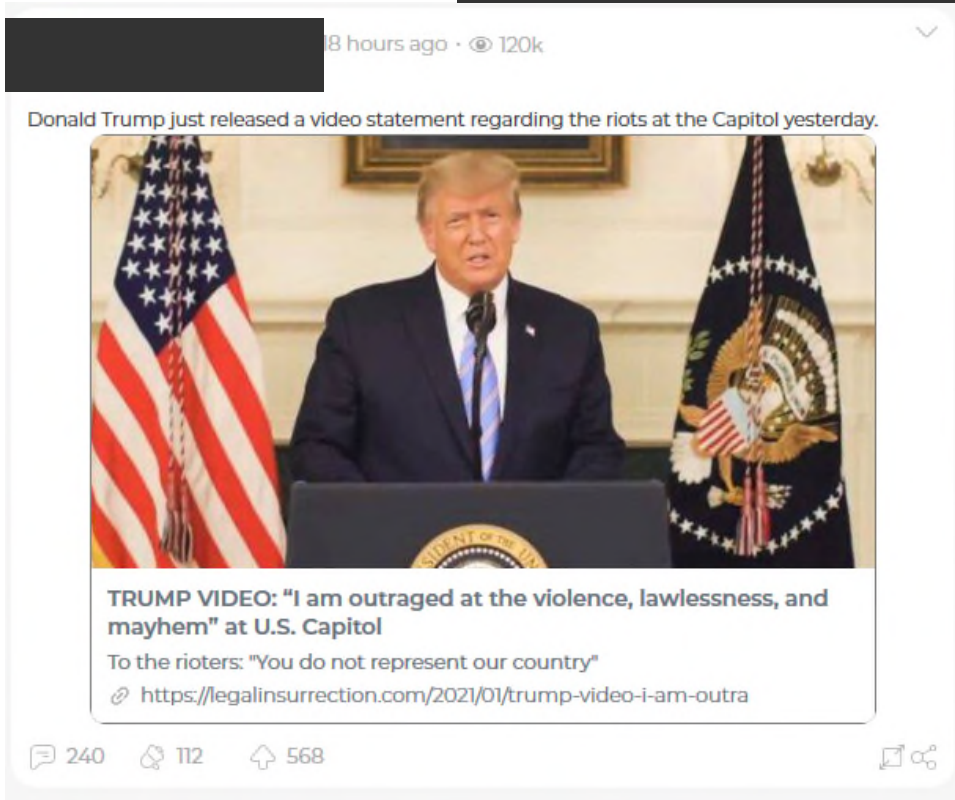


Example 13

LINK:



The above is a comment on this post:



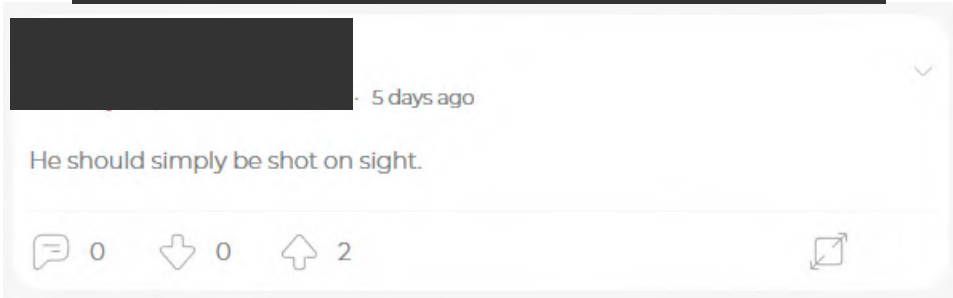
Example 14

POST:



Example 15

LINK: [REDACTED]

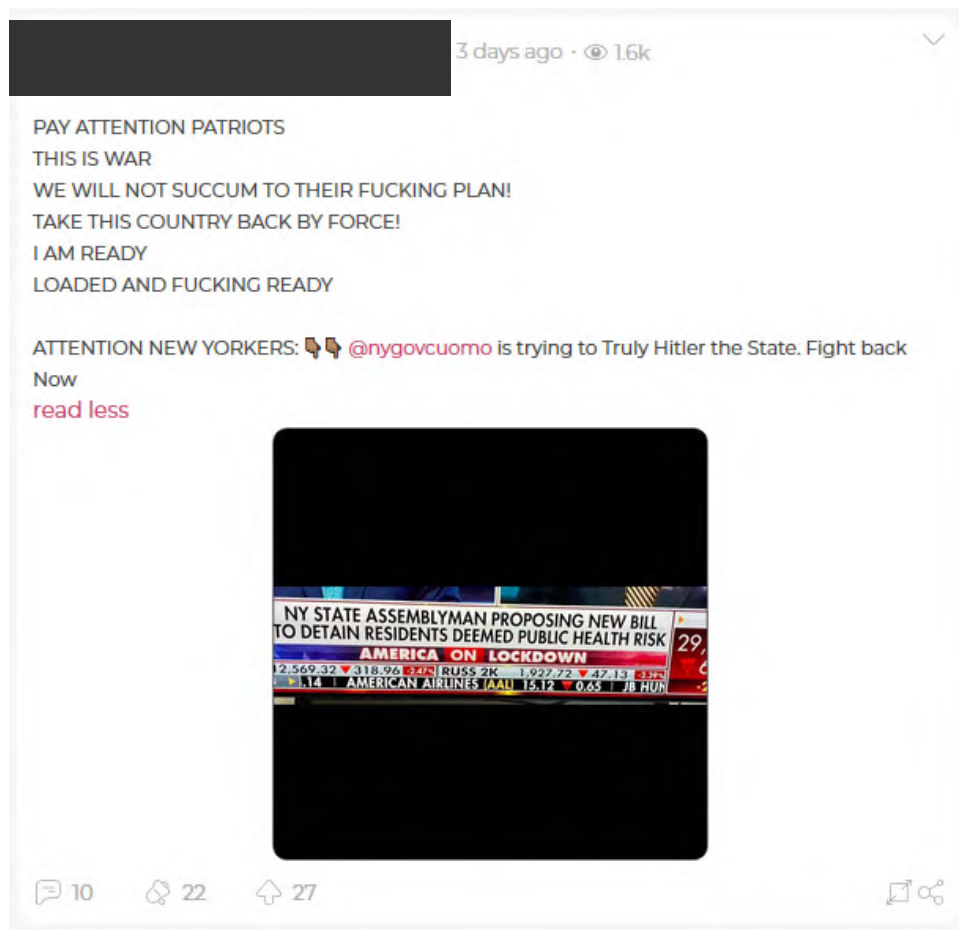


Above is a comment on this original post: [REDACTED]



Example 16

POST: [REDACTED]



Example 17

POST:



Example 18

POST:


ago · 354

This Cunt should be arrested immediately along with her treasonous husband. They both should hung for betraying their country and committing high crimes against the People of the United States of America.

#hangthetraitors
 #arrestmcconnell
 #arrestchao
 #arrestbiden
 #hangschumer
 #hangpelosi
 #arresthunterbiden
 #executeobama
 #executehillary
 #antifablmfomesticterrorists
 #sayhername
 #itwasantifa
 #holdtheline

Transportation Secretary Elaine Chao, McConnell's Wife, Announces Resignation From Trump Administration

Download our app to read more at
[read less](#)



Transportation Secretary Elaine Chao, McConnell's Wife, Announces Resignation From Trump Administrat...
 Transportation Secretary Elaine Chao on Thursday announced her resignation from President Donald Trump's administration,...

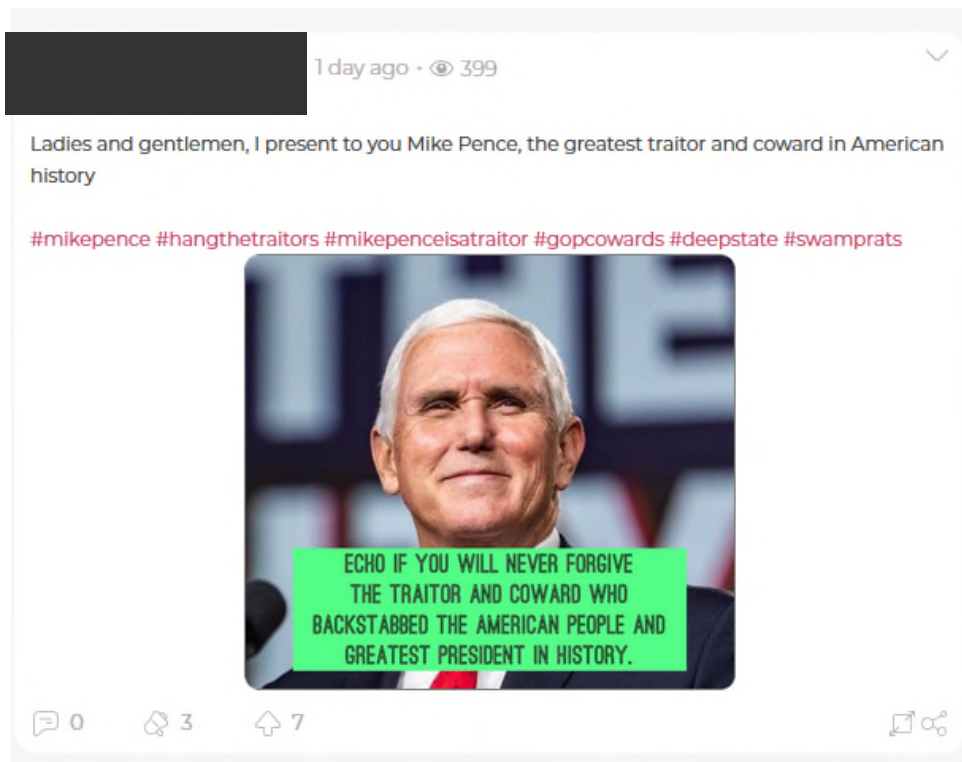
https://link.theepochtimes.com/mkt_app/transportation-secret

1/2

0 1 5

Example 19

POST:



Example 20

POST:



Example 21

POST:

[redacted]




Example 22

POST:



• 3.2m

WATCH: President Trump Releases Video Statement, Tells Protesters 'Go Home in Peace'



WATCH: President Trump Releases Video Statement, Tells Protesters 'Go Home in Peace' | Sean Hannity

President Trump released a video statement Wednesday after protesters stormed the US Capitol; telling demonstrators to "...

<https://hannity.com/media-room/watch-president-trump-release>

74

#CivilWar2 is finally here!!!!

It's time to take down the #dc #swamp once and for all. The American people aren't going to put up with this shit anymore.

#HangCongress
#HangTheDeepState
#HangPelosi
#HangPence
#HangSchumer
#HangRinos
#ShootToKill
#H... read more

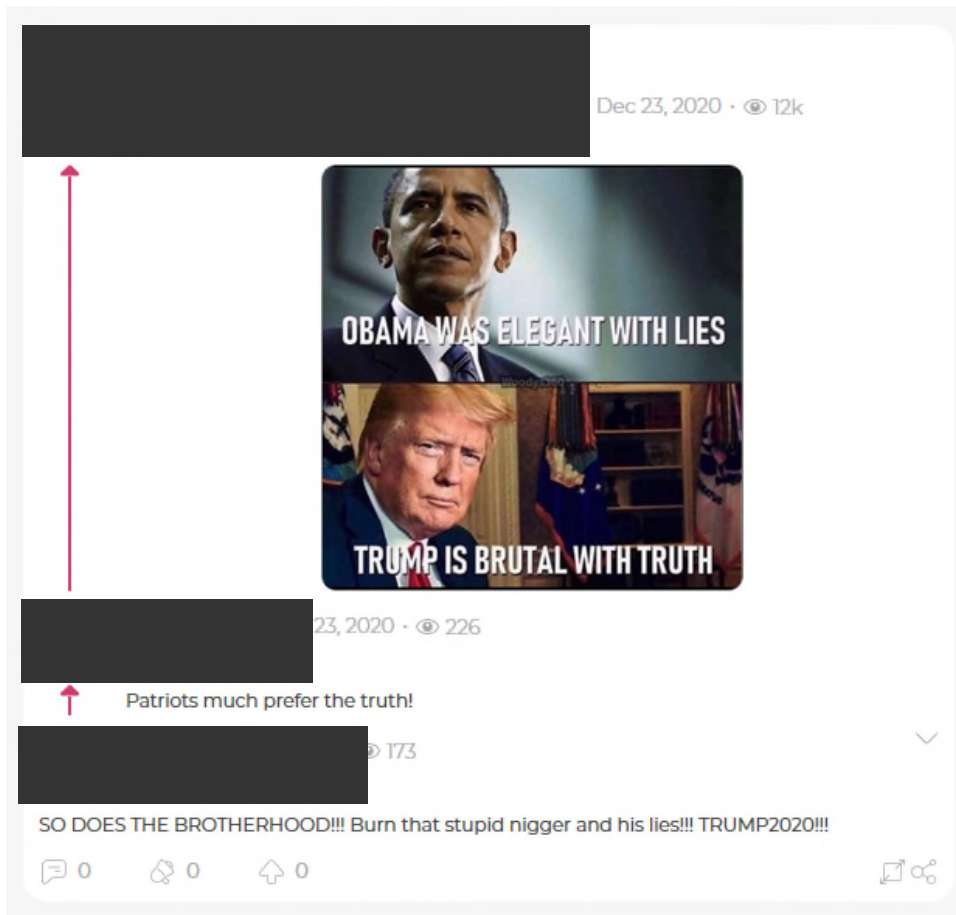
0

1

6

Example 23

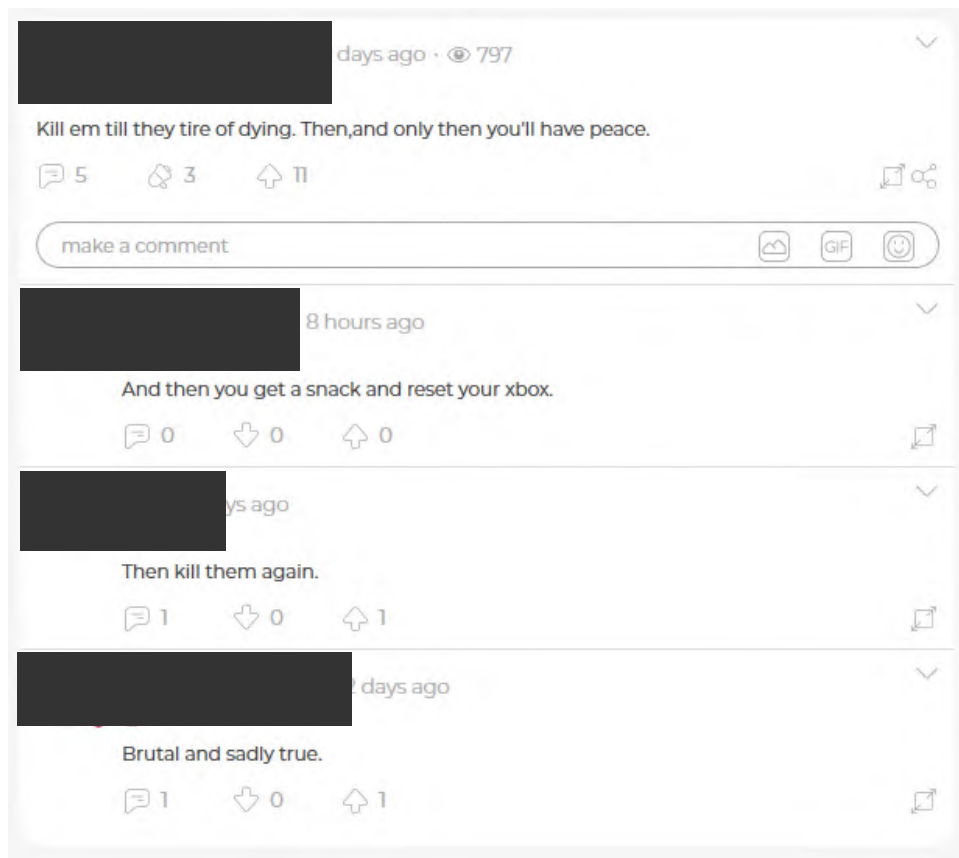
POST:



Example 24

POST:

[REDACTED]



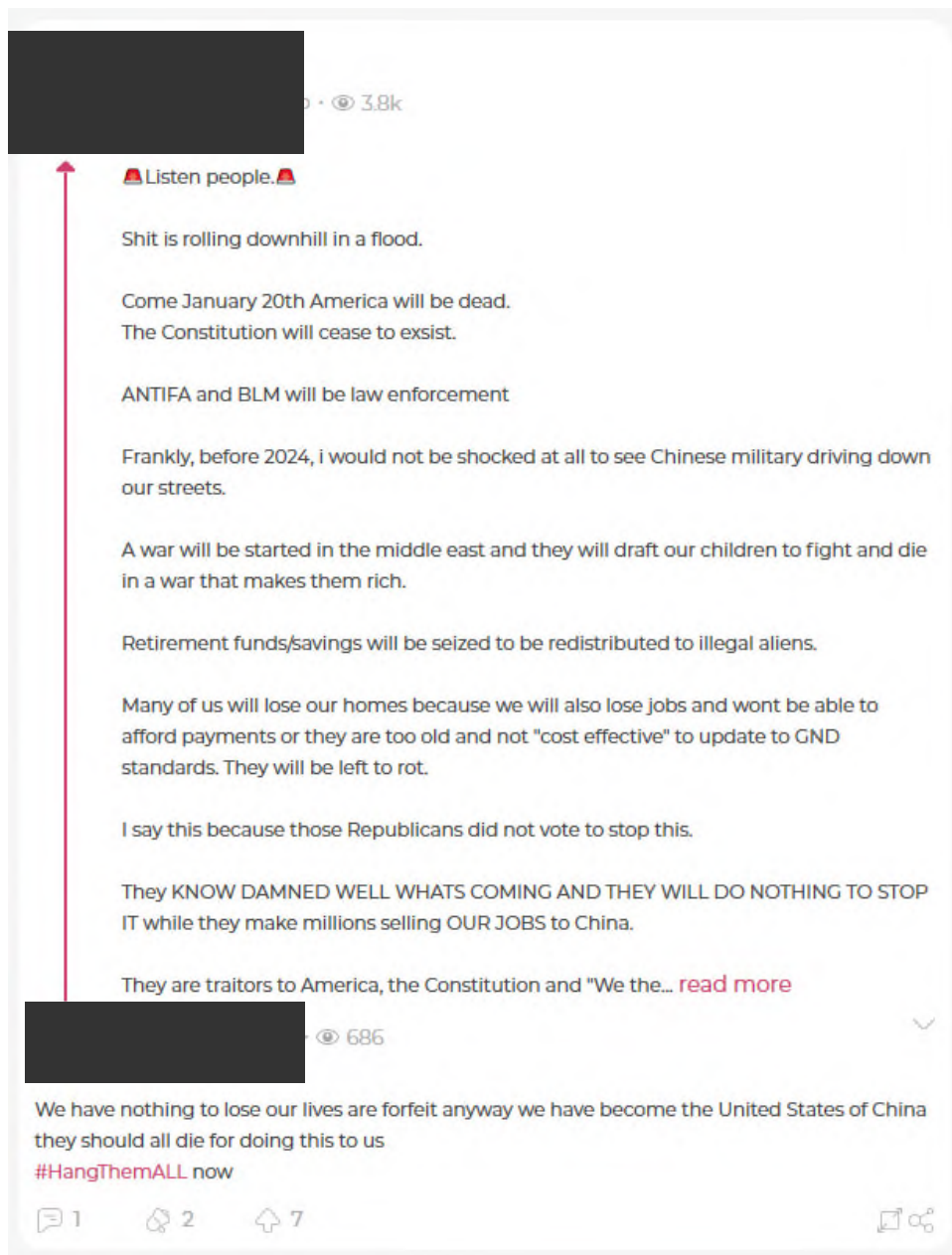
Example 25

POST: [redacted]



Example 26

POST: [redacted]



Example 27

POST:

[REDACTED]



Example 28

POST:





Example 29

POST: [REDACTED]

5 days ago · @ 2.6k

◆ SenTed Cruz Releases a Joint Statement with Fellow Republican Senators Announcing Their Decision to Challenge the Electoral College Results - Big League Politics



Ted Cruz Releases a Joint Statement with Fellow Republican Senators Announcing Their Decision to Cha...

Some Republicans are Growing a Spine

@ <https://bigleaguepolitics.com/ted-cruz-releases-a-joint-stat>

days ago · 405

Ted Cruz,

Where are the rest of the Republican Senator [#DeathToTraitorss?](#)

10 GOP Senators is 42 GOP Senators short and 1 VP Short.

Patriots are watching to find out who are the Senators owned by the Chinese Communist Party.

Any and All Republicans that do not join in the Objection to The Fraudulent Democrat Electors from the 7 States where Democrats stole the Elction for The Paedophile, China Joe Biden, with elp from CCP are Agents of the Chinese Communist Party.

Currently it looks like there is 42 GOP Senators and 1 VP who are on the CCP Payroll. These Chinacrat Agents will be tried and executed for [#Treason](#).

FIRST of the Chinacrats to be Executed will be Senator Mitch McConnell.

[#DeathToTraitors](#)

When they Stole the Election, They declared war on American. We will see them executed for [#Treason](#).

[read less](#)



0

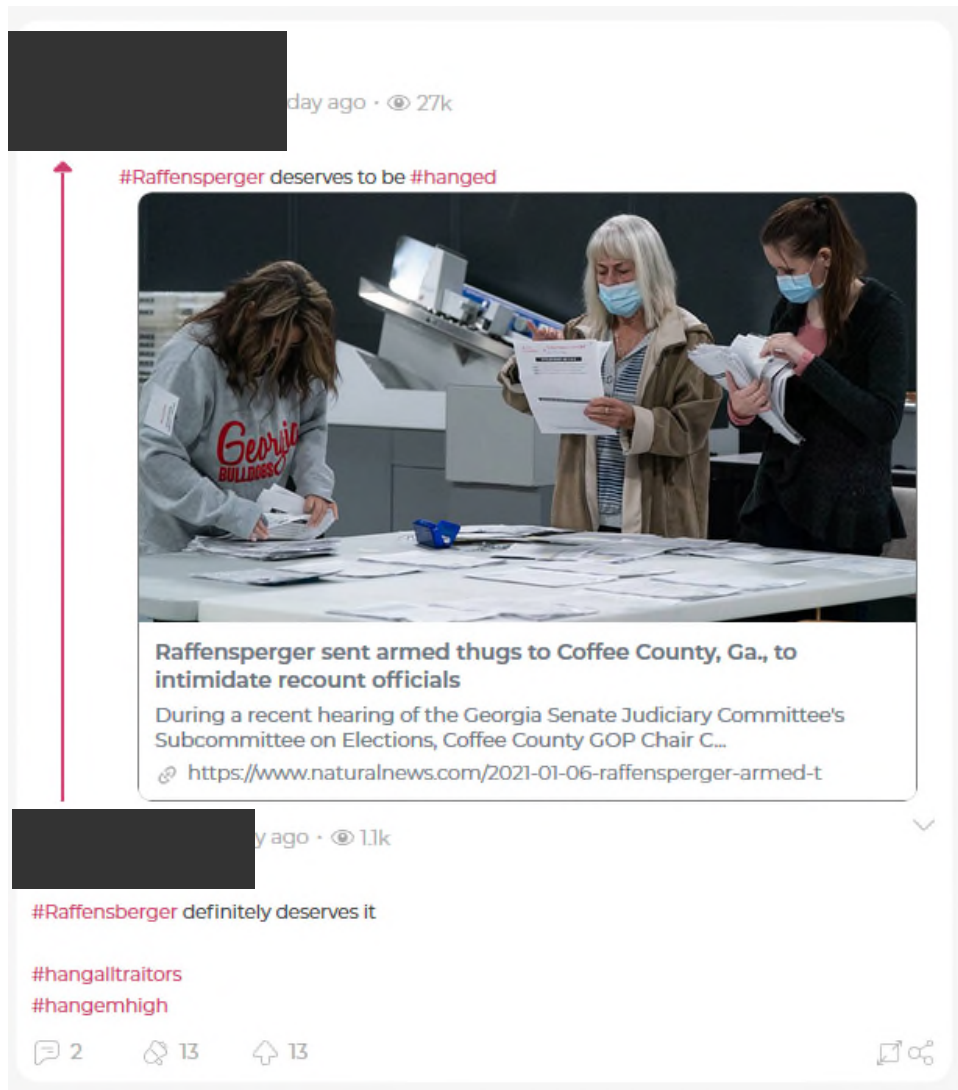
12

15

1/5

Example 30

POST:



Example 31

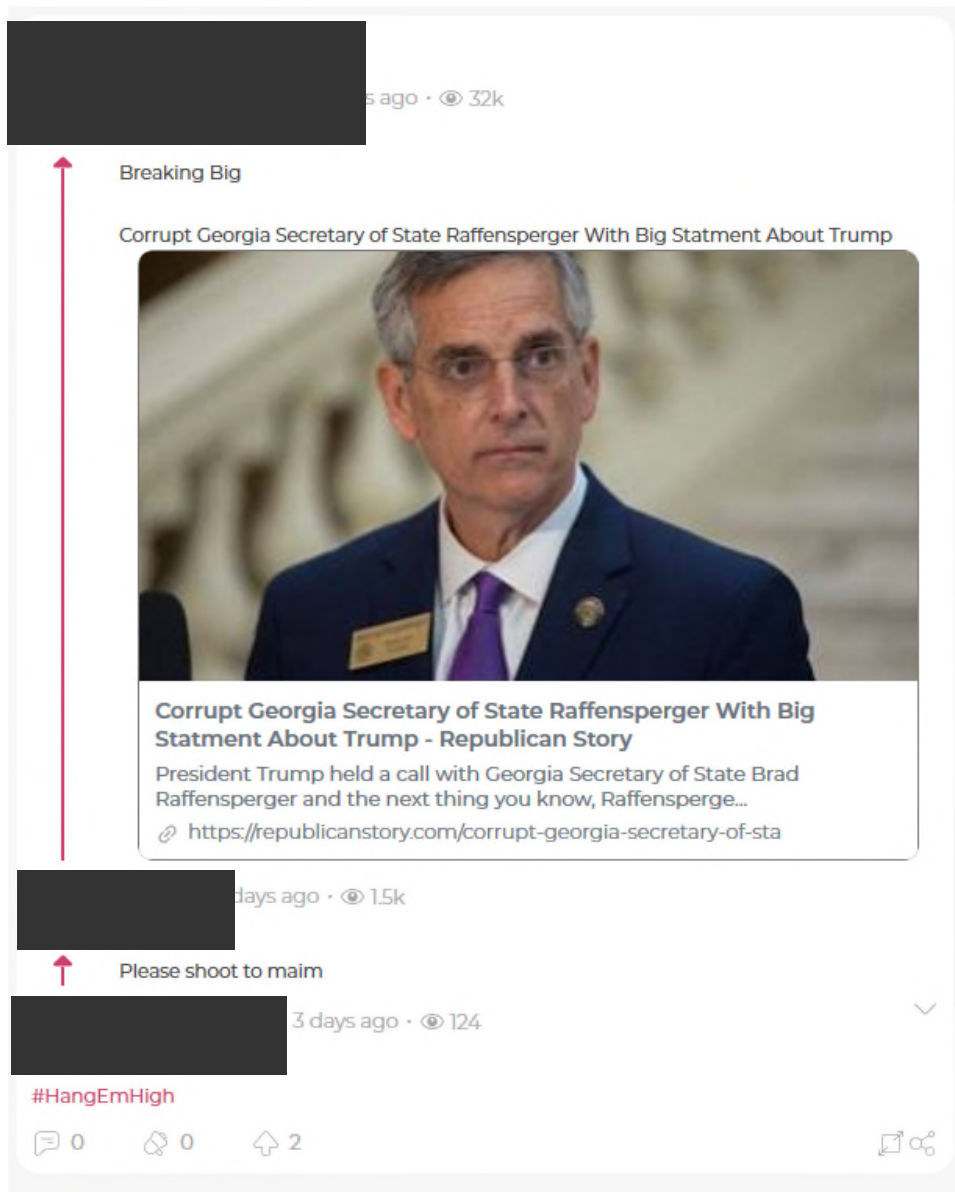
POST:



Example 32

POST:

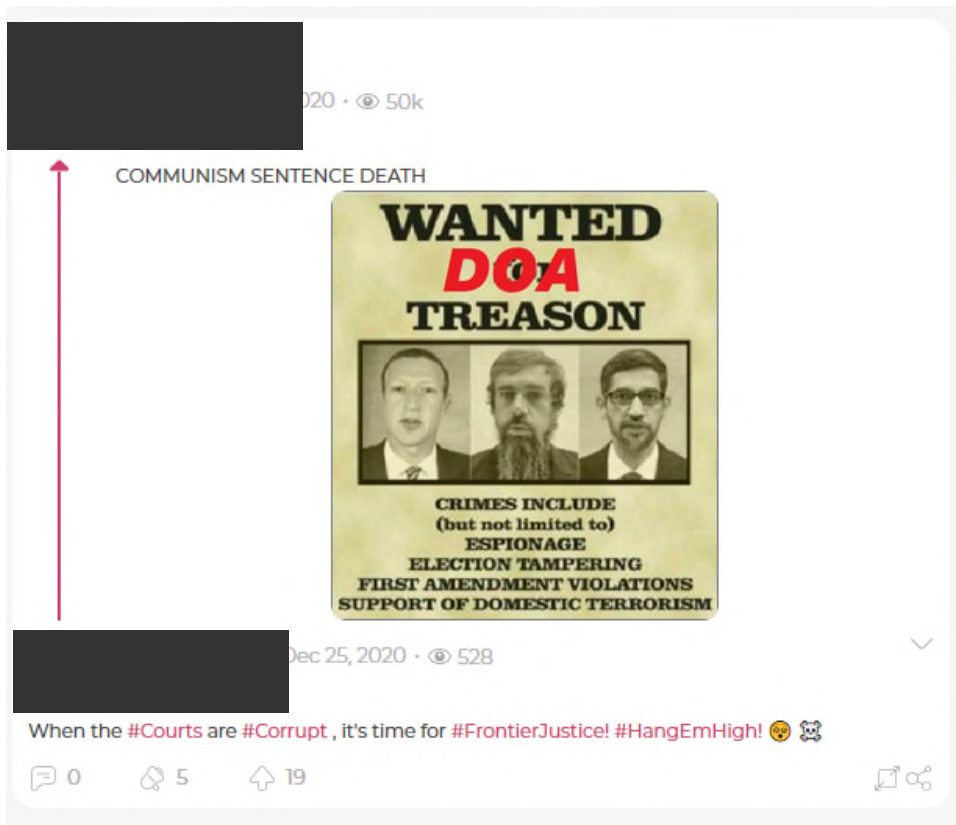




Example 33

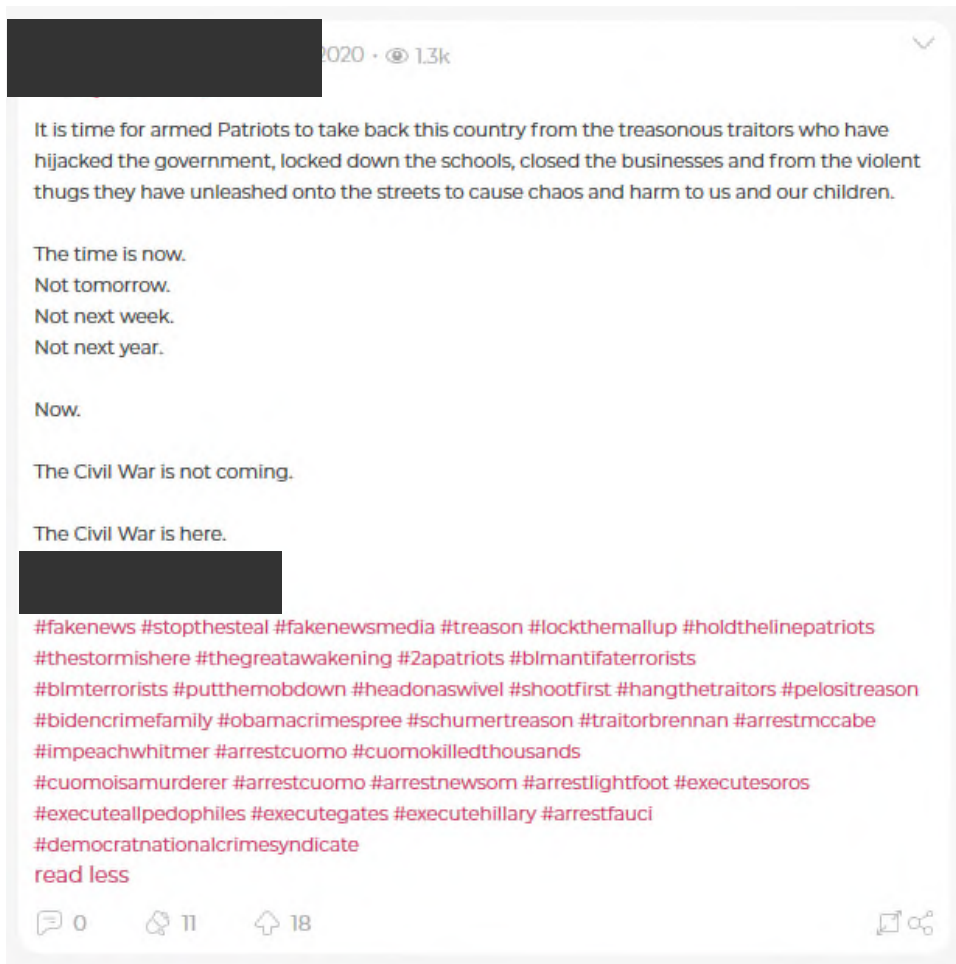
POST:



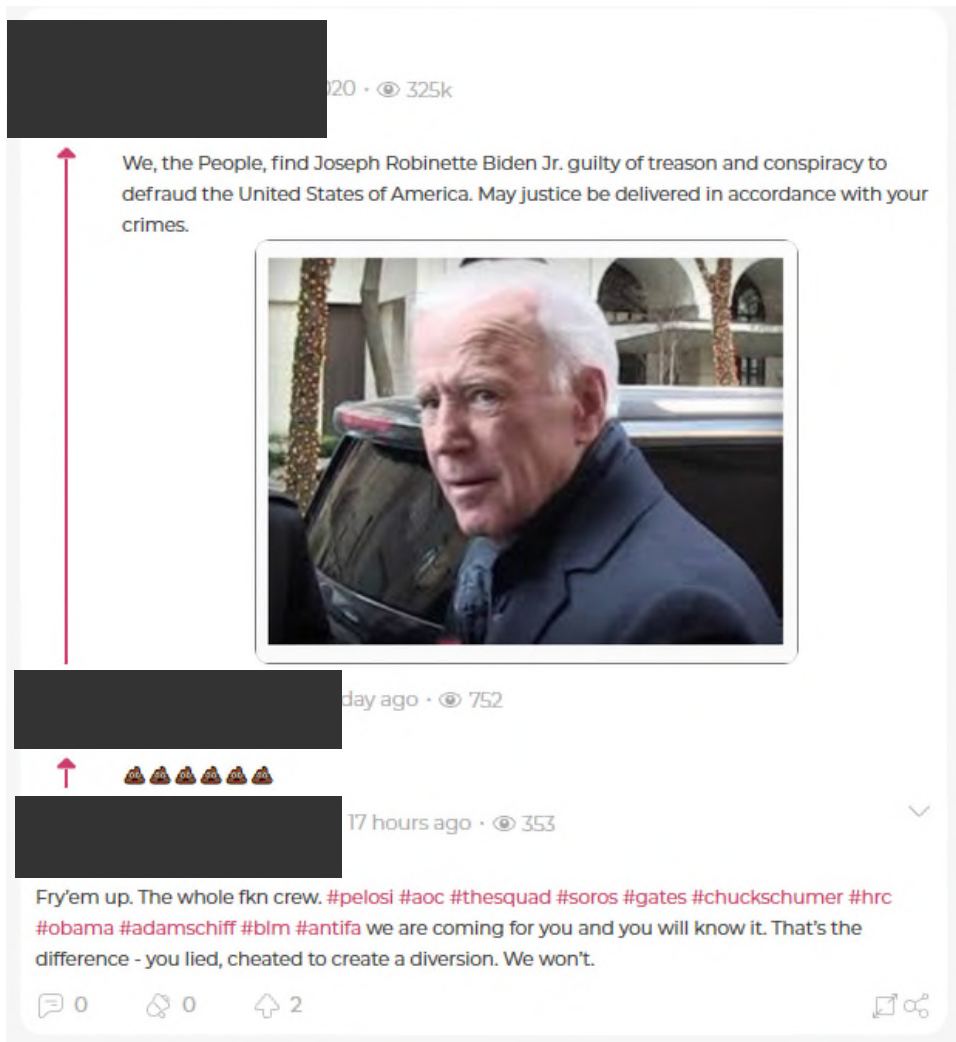


Example 34

POST: [REDACTED]

**Example 35**

POST:



Example 36

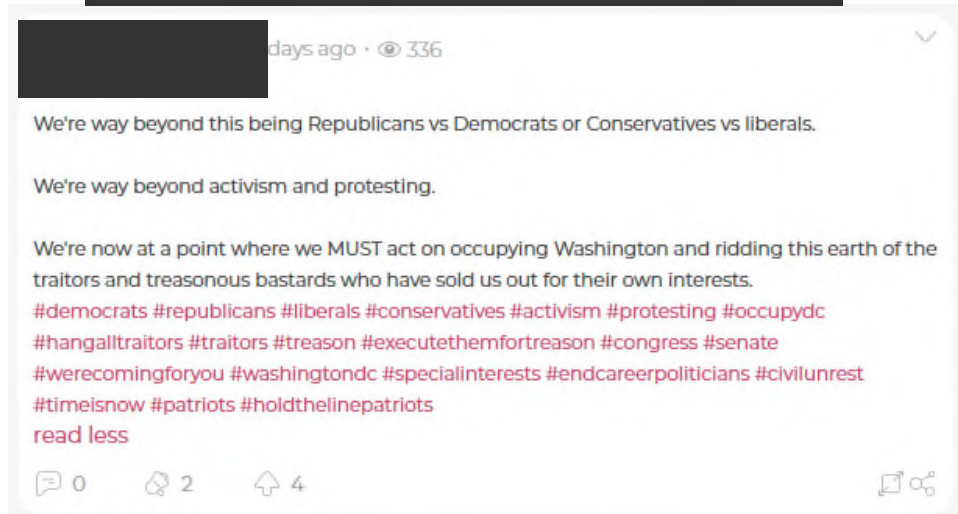
POST:





Example 37

POST:



Example 38

POST:

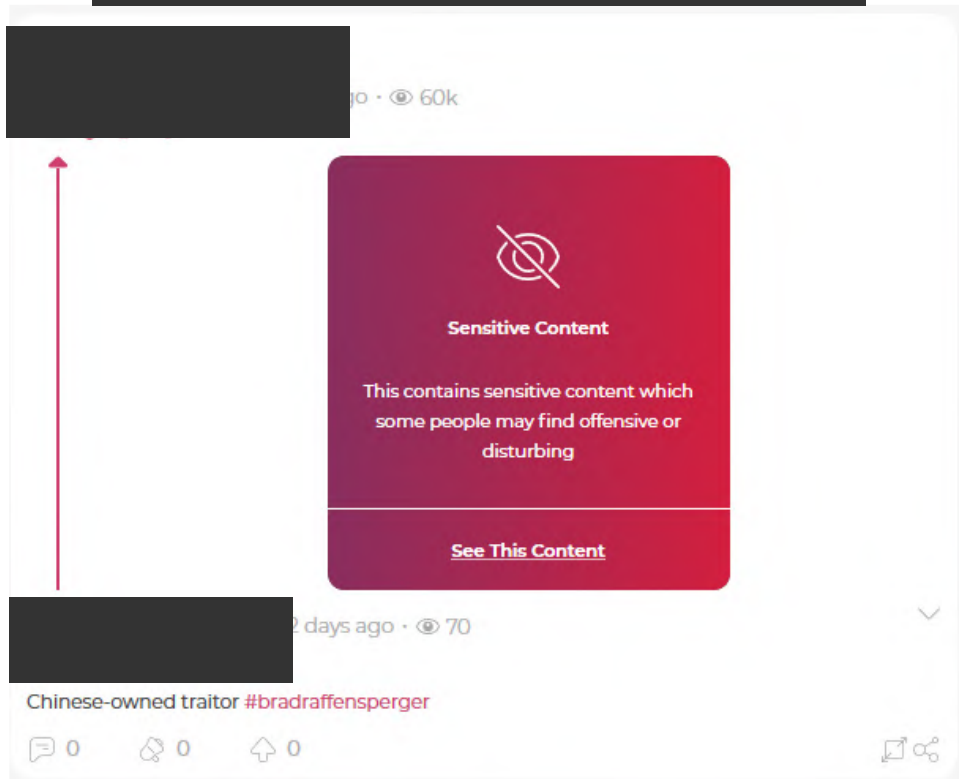




Example 39

Note: The echo has a "Sensitive Content" warning, but the original post does not.

ECHO:



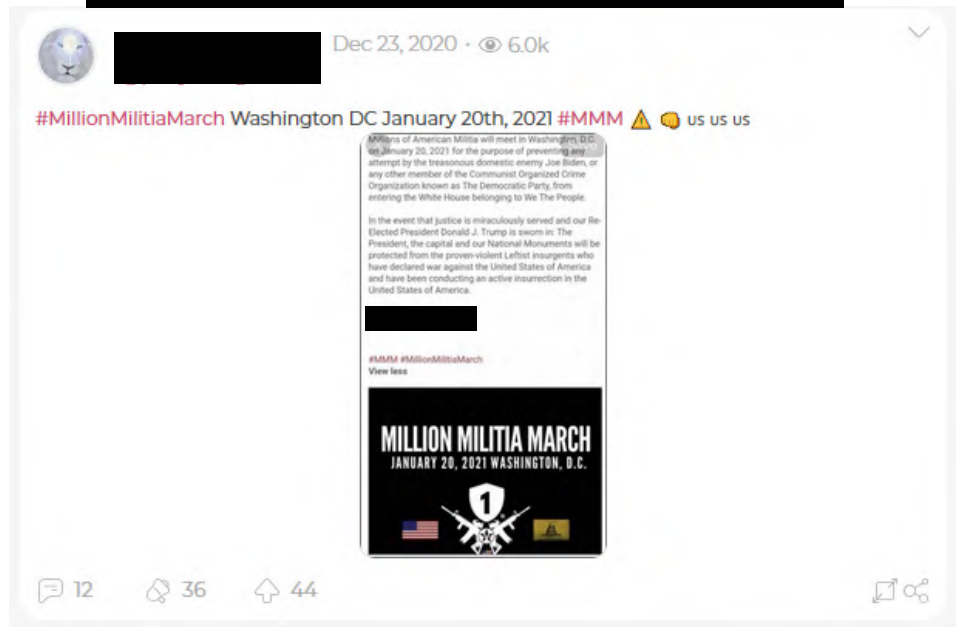
ORIGINAL POST:



Sent at 9.28pm PT (1/8/2021)

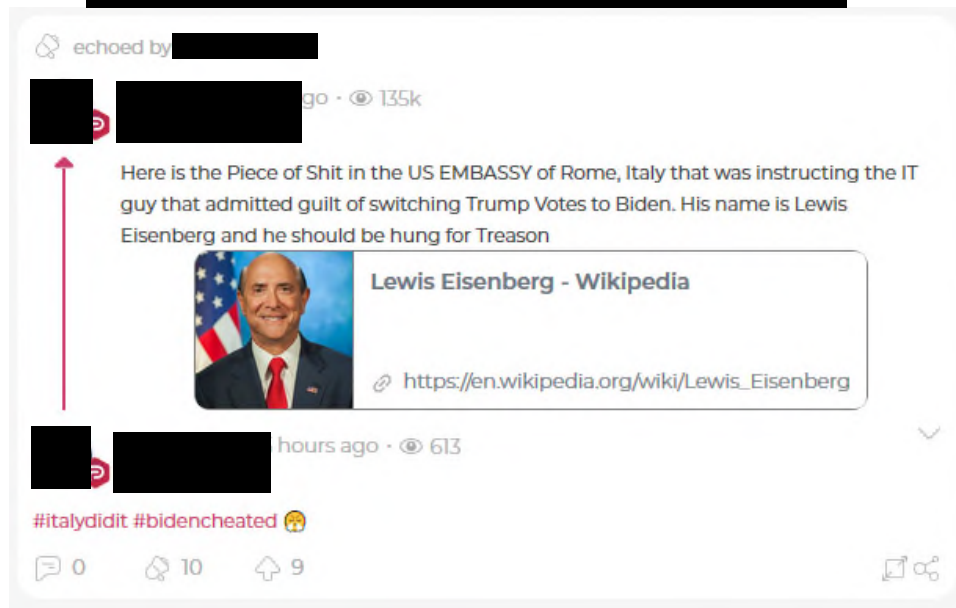
Example 40

POST:



Example 41

POST:



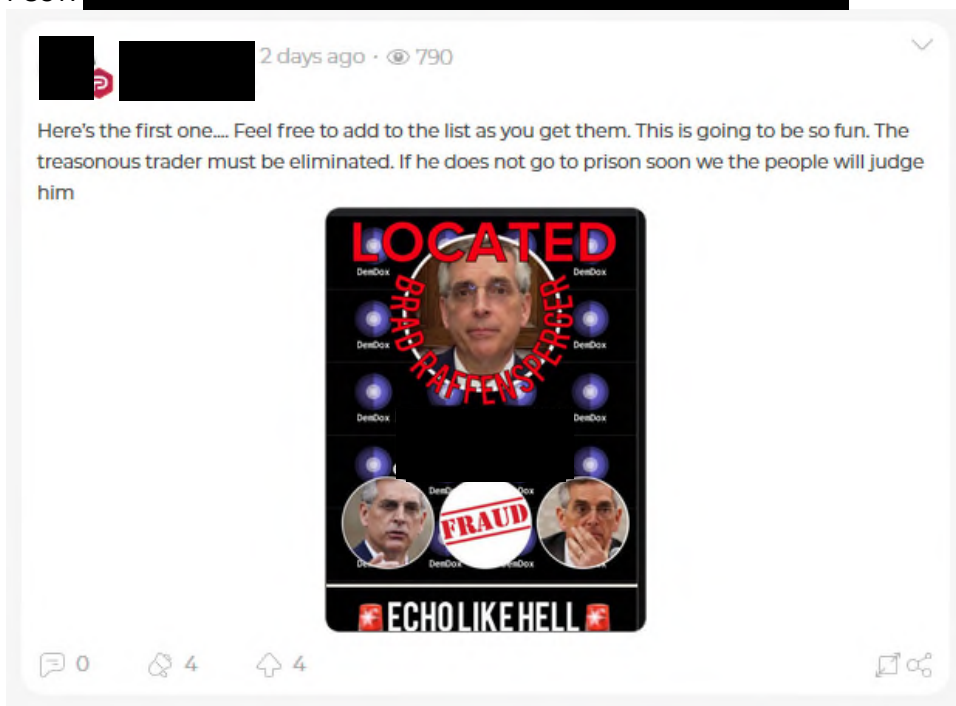
Example 42

POST:




Example 43

POST:



Example 44






4 hours ago

How is she gonna deal with the death squad when it pays a visit??

0

0

16




5 hours ago

She needs putting in the ground.

0

0

16




5 hours ago

MIST

0

0

17




6 hours ago

These socialist terrorists need to be hung high from treetops for all to see, let's see you fuxktards stop 83 plus million Patriots, when we rise you will truly realize that you have woken a sleeping giant, and we will exterminate each and everyone of you swamp demo rats.... Times up👊👊👊👊👊
[read less](#)

0

0

19



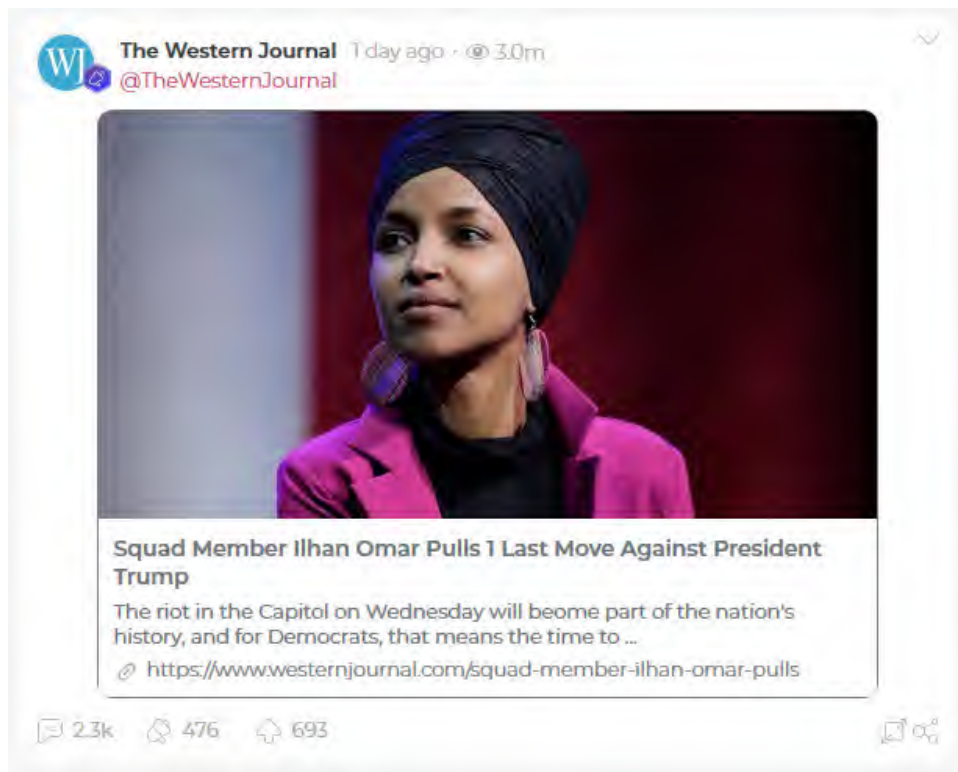
9 hours ago

She needs to be hung on national t.v fir her crimes. Theft and extortion and hatred for America for her own agenda!!! Cannot stand her.

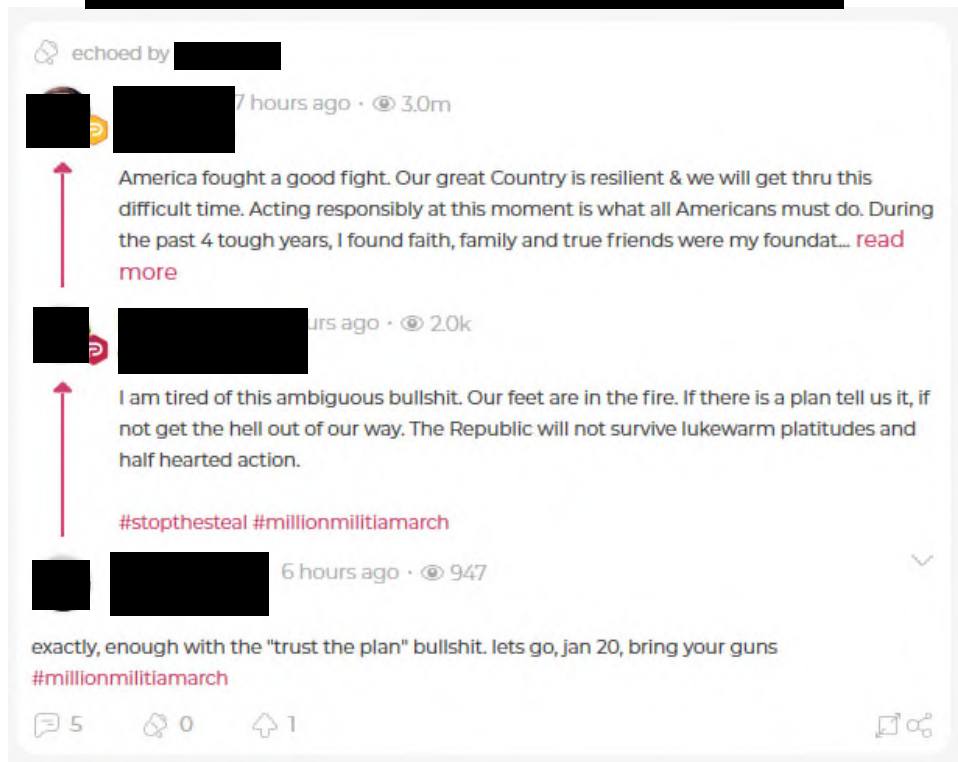
0

0

19

**Example 45**

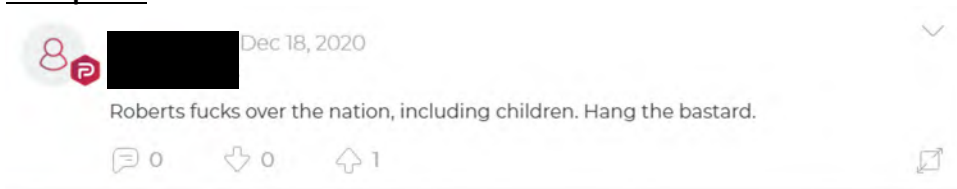
POST:

**Example 46**

POST:



Example 47



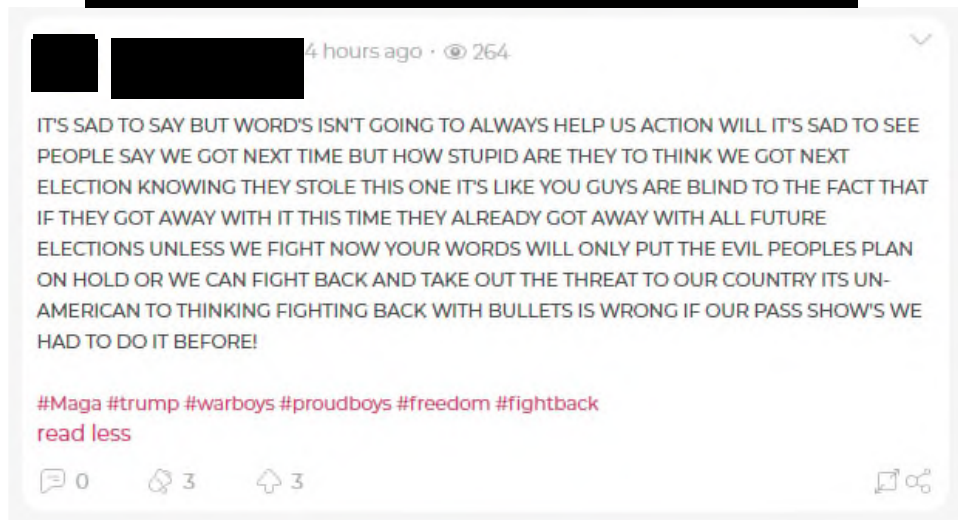
Example 48

POST:



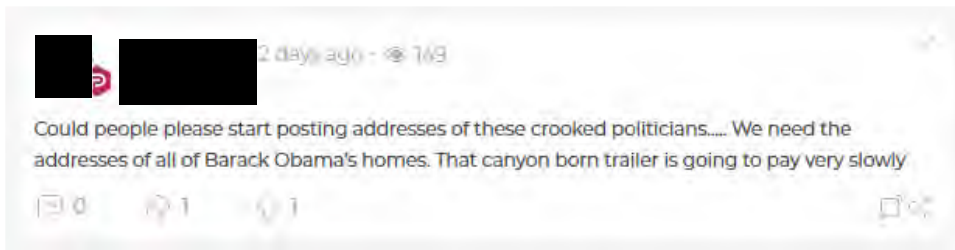
Example 49

POST:



Example 50

POST:



Example 51

POST:



Example 52

POST:



Example 53

POST:

**Example 54**

POST:



Example 55

POST: [REDACTED]

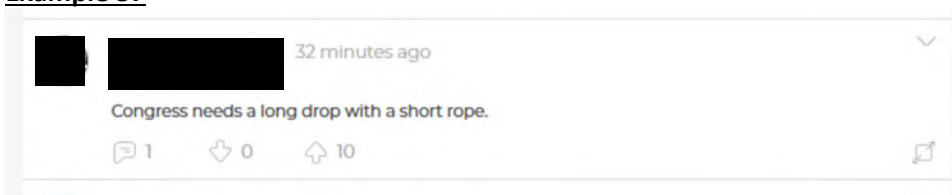


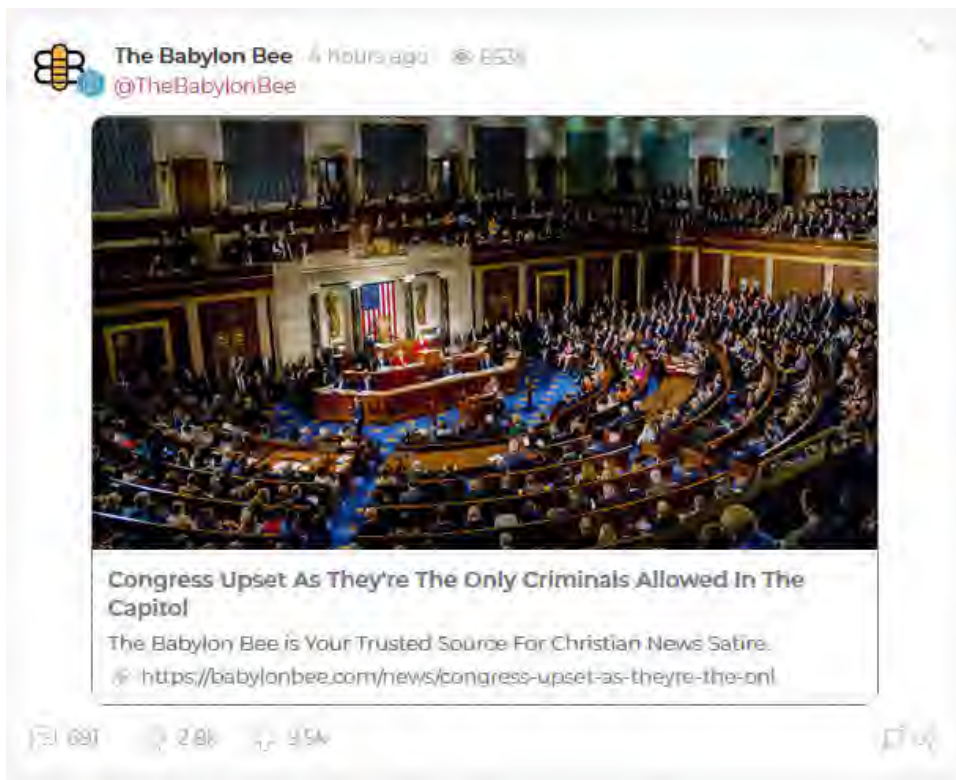
Example 56



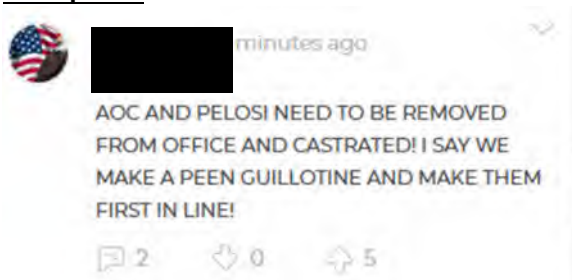


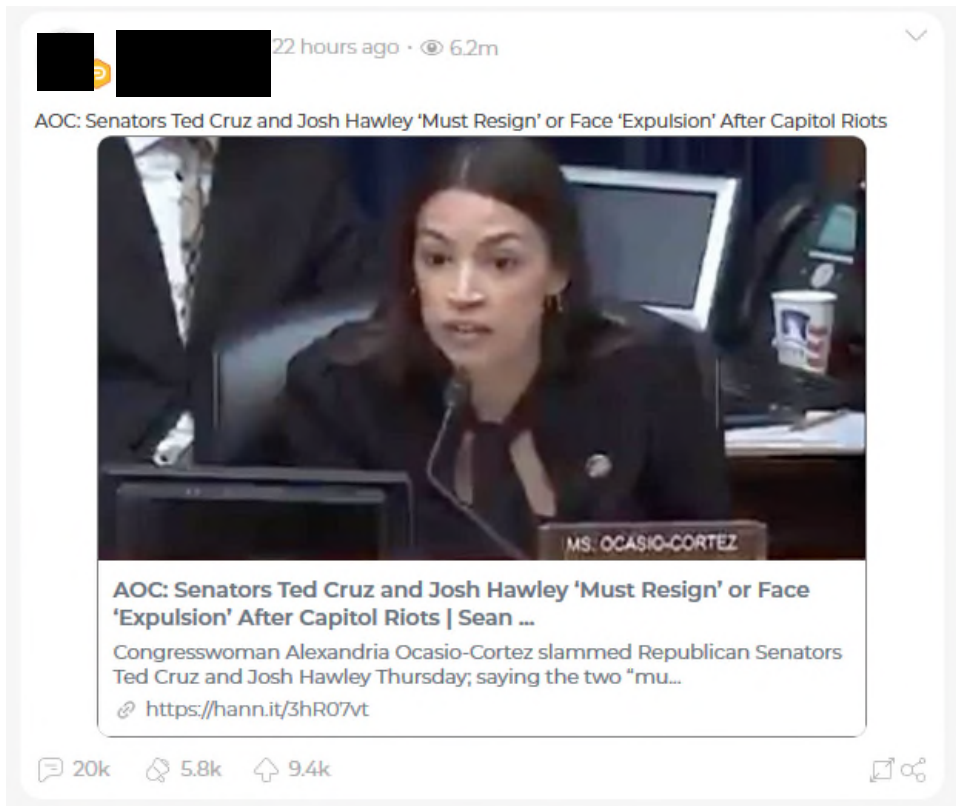
Example 57





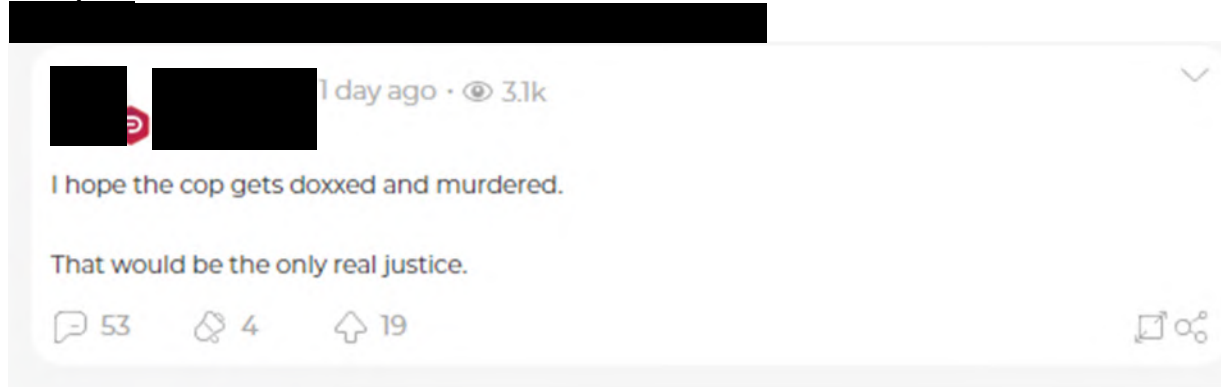
Example 58





Sent at 3.52pm PT (1/9/2021)

Example 1



Example 2

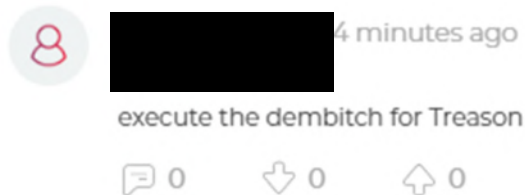


Example 3

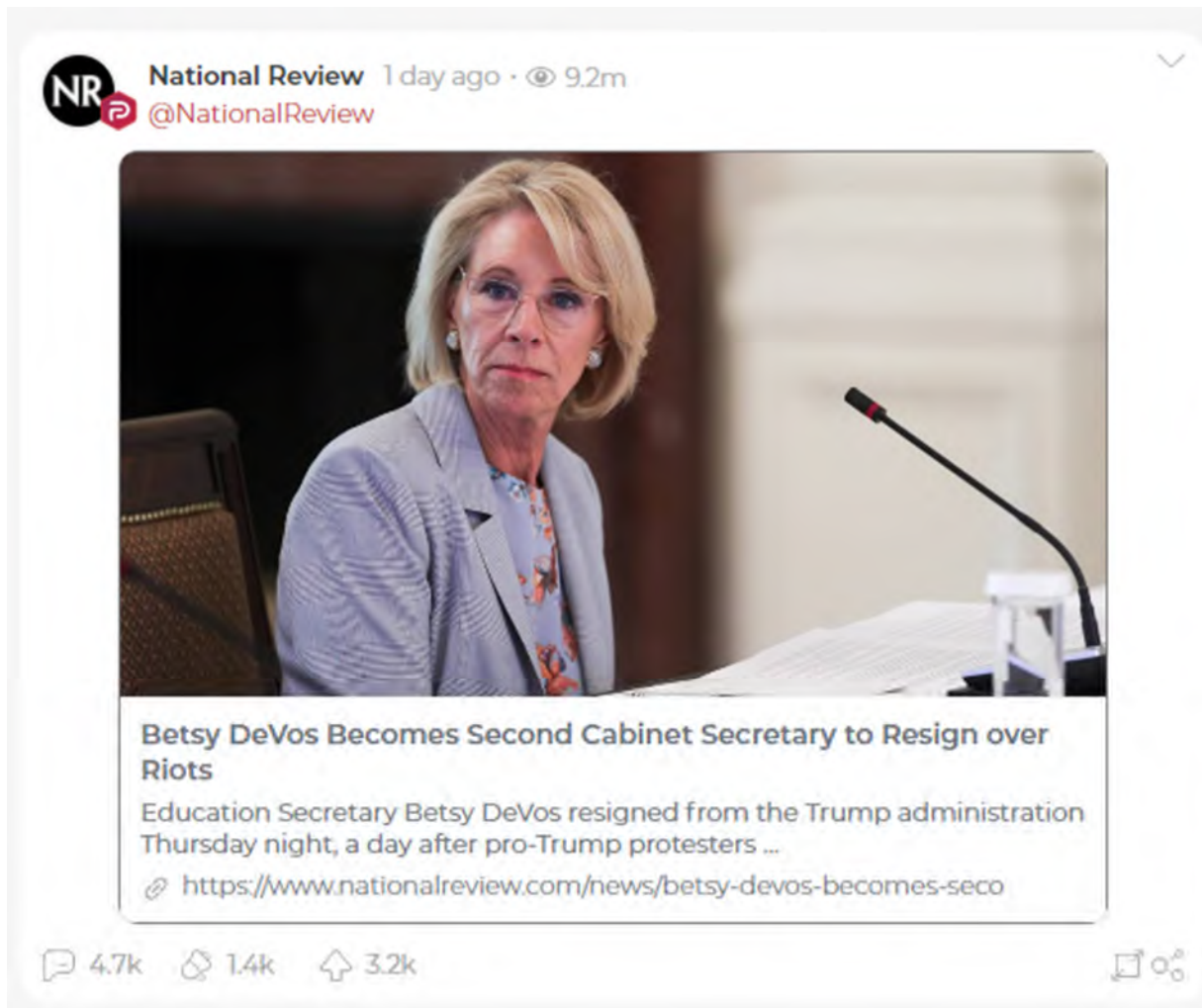




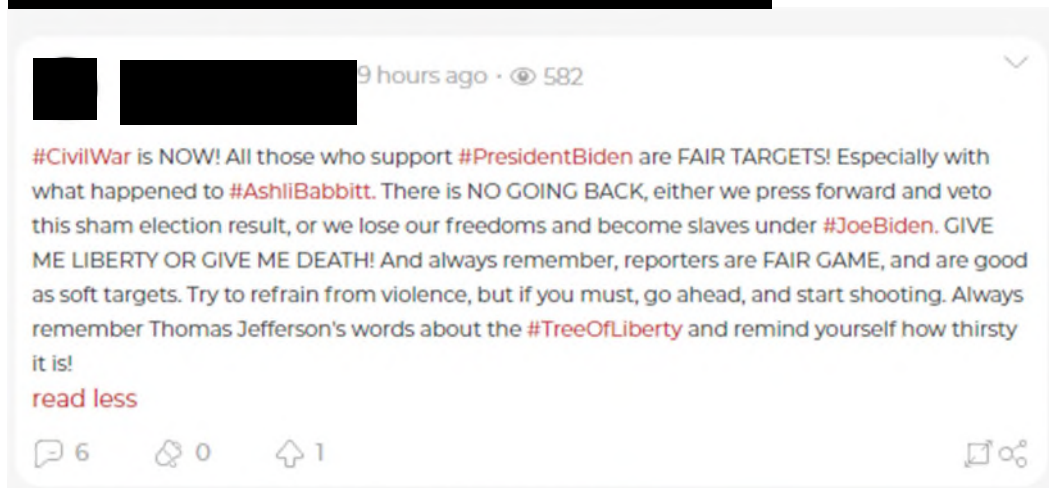
Example 4



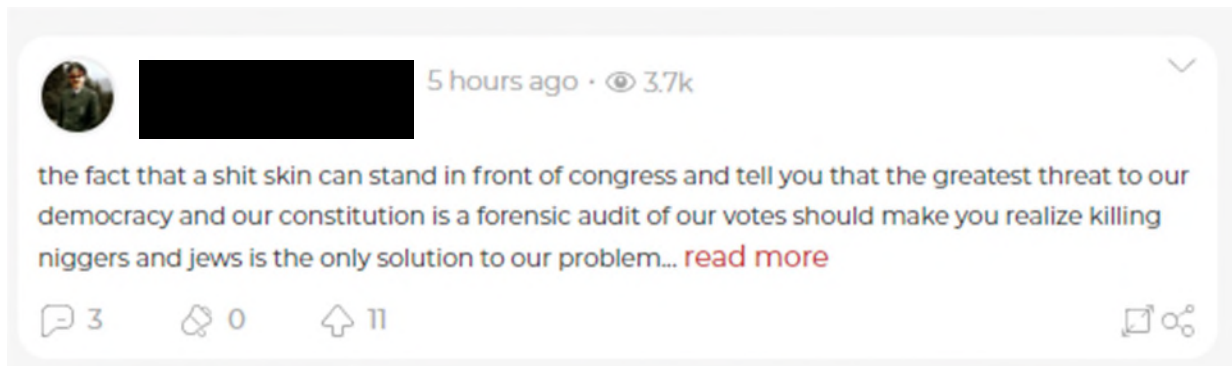
Comment to original post



Example 5



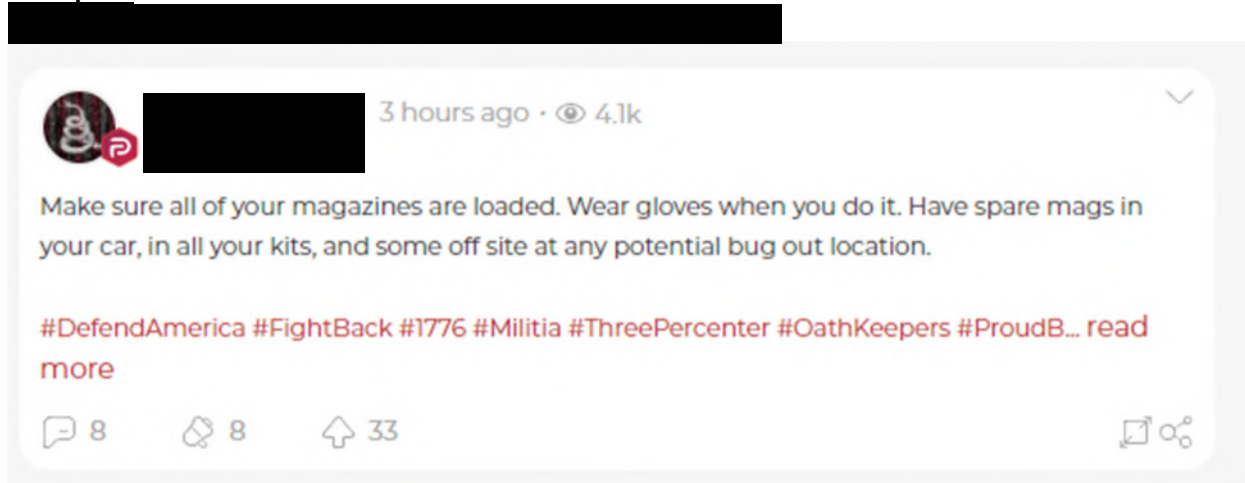
Example 6



Examples 7

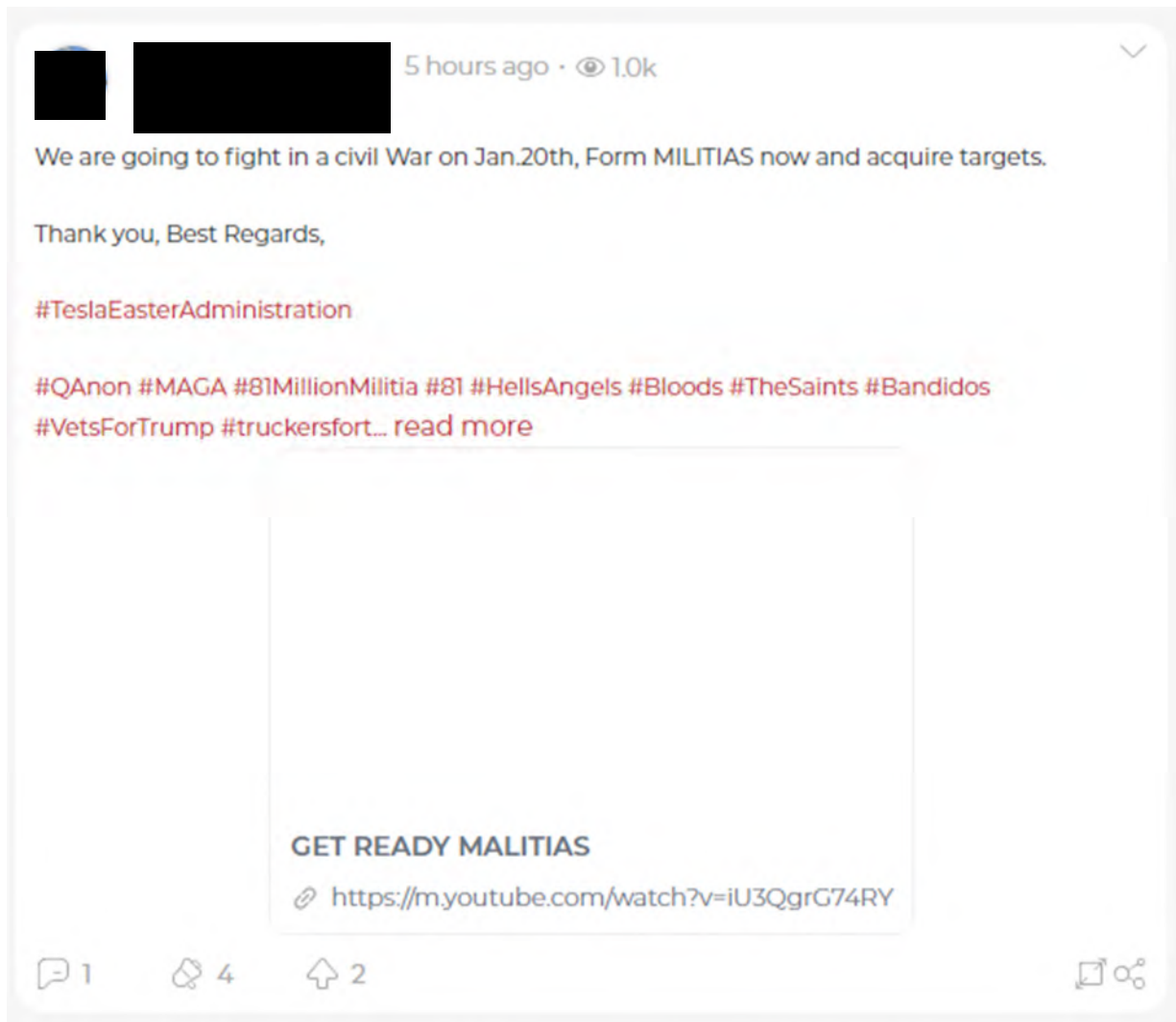


Example 8

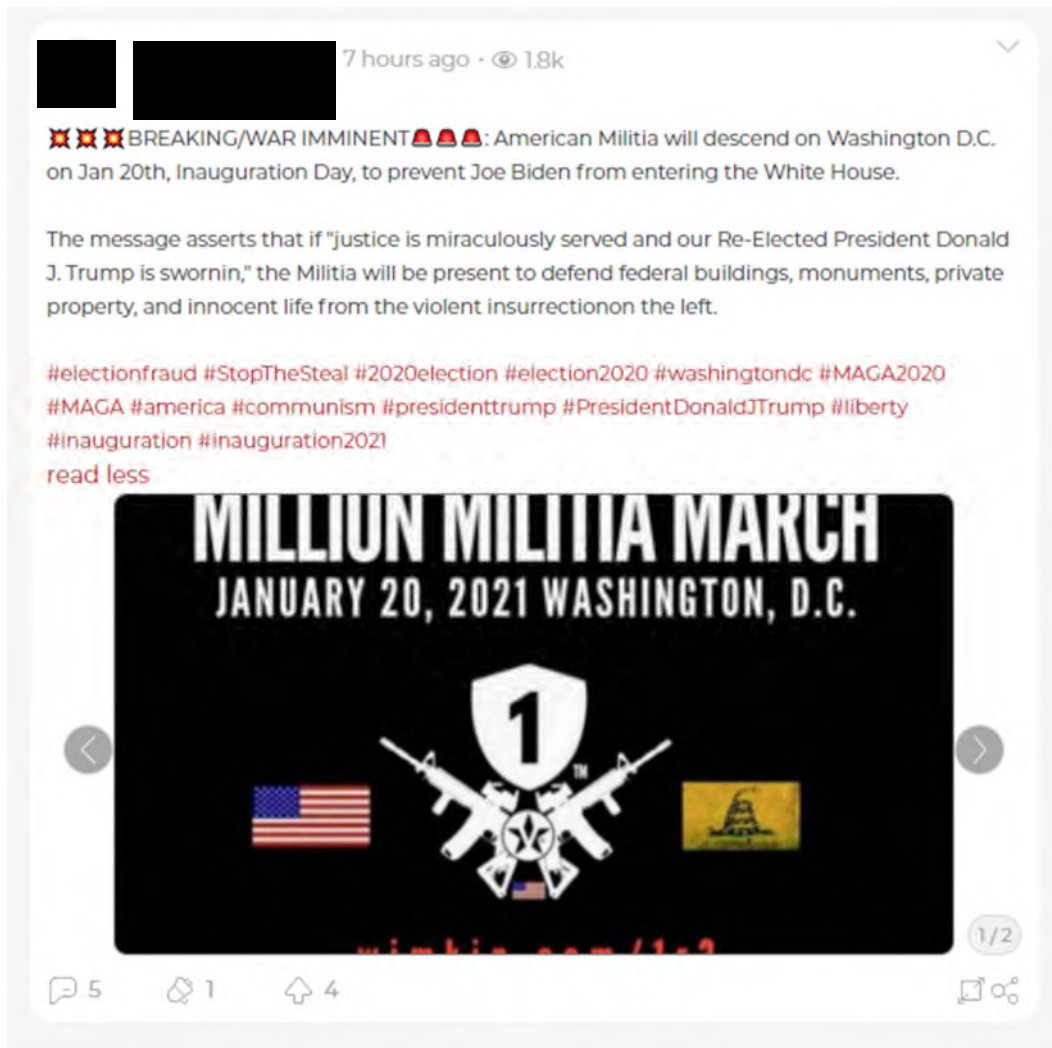


Example 9

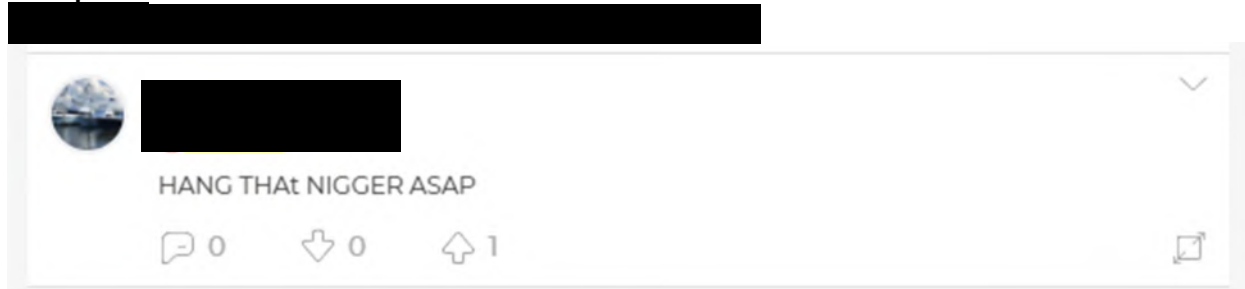




Example 10

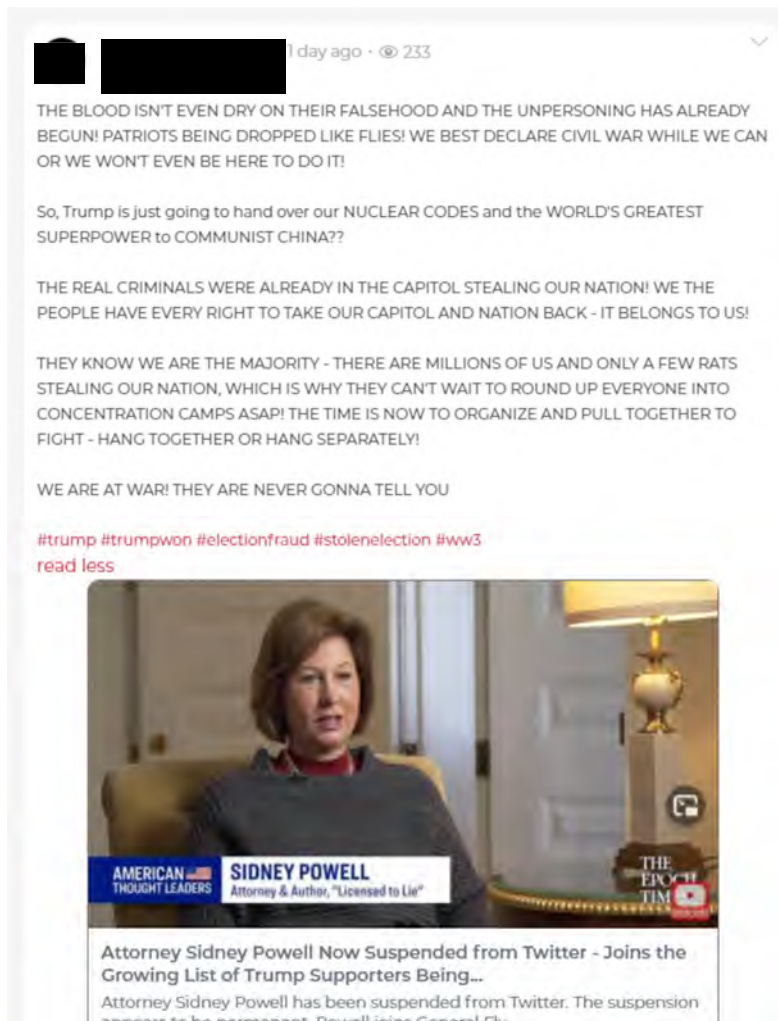


Example 11

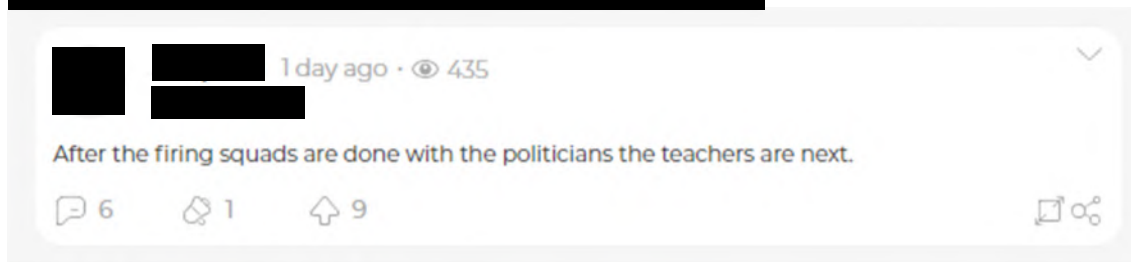


Comment to original post

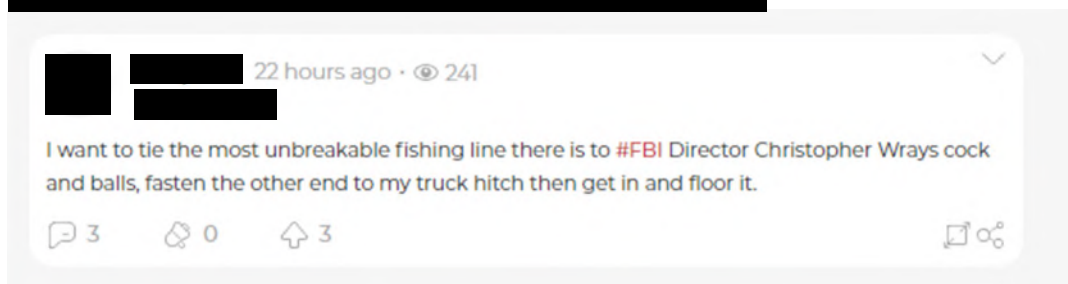




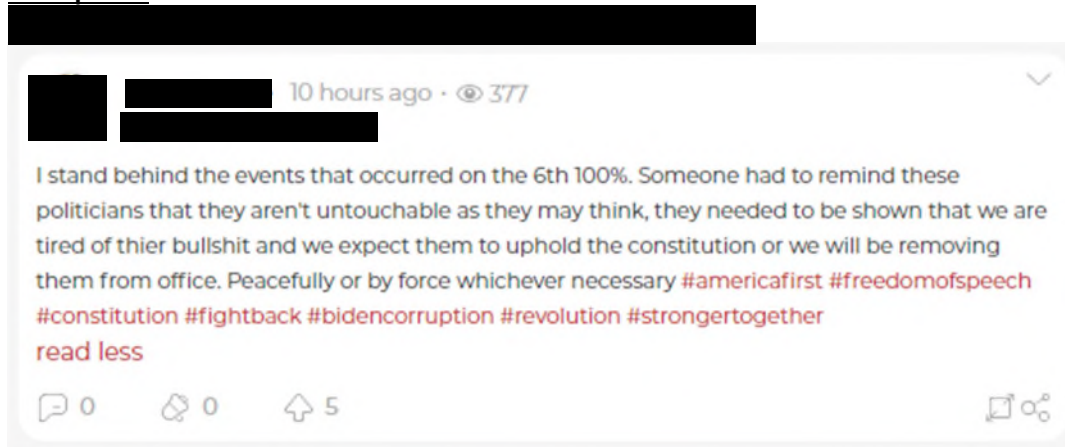
Example 13



Example 14



Example 15



Example 16

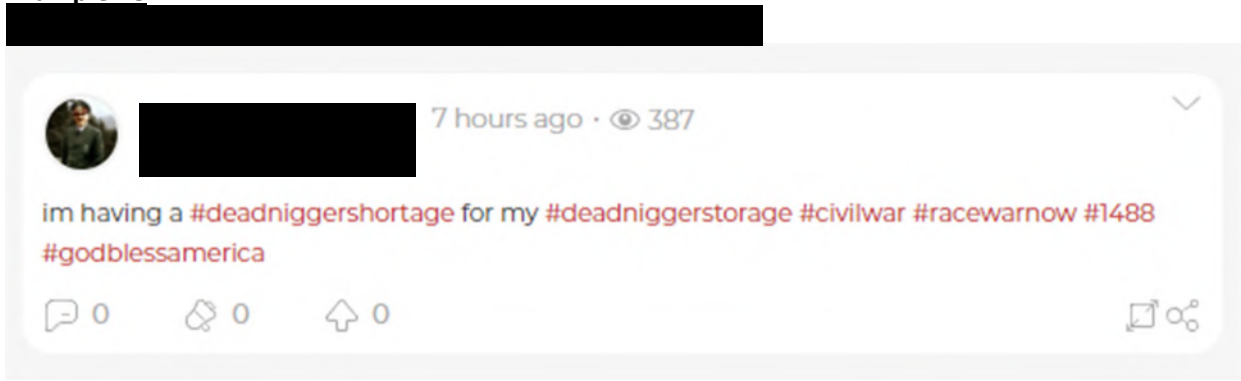


Example 17





Example 18



Example 19



Example 20

echoed by [REDACTED]

[REDACTED] 22 hours ago · 443k

Murkowski becomes first Republican senator to call on Trump to resign, report | Just The News



Murkowski becomes first Republican senator to call on Trump to resign, report
"I want him to resign. I want him out" - Alaskas GOP Sen. Lisa Murkowski
<https://justthenews.com/government/congress/murkowski-become>

[REDACTED] 22 hours ago · 226

I predict that Murkowski will die in the upcoming #CivilWar2021!

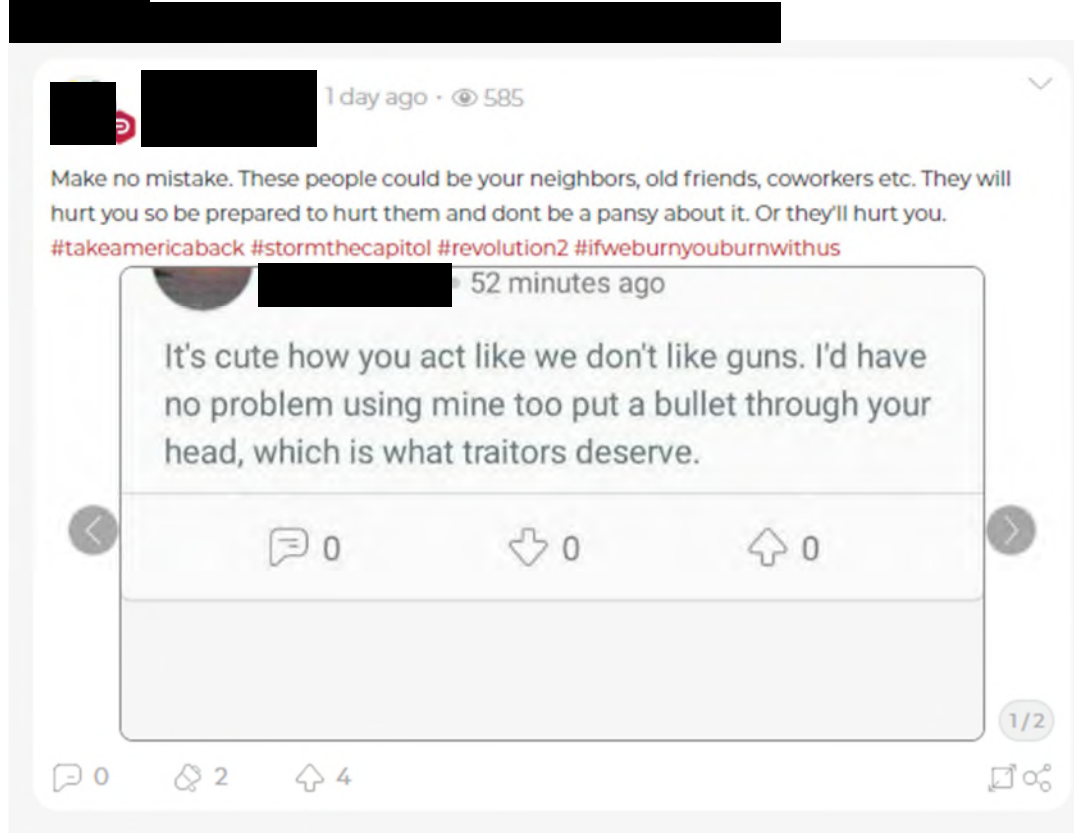
0 0 0

Example 21

[REDACTED]



Example 22



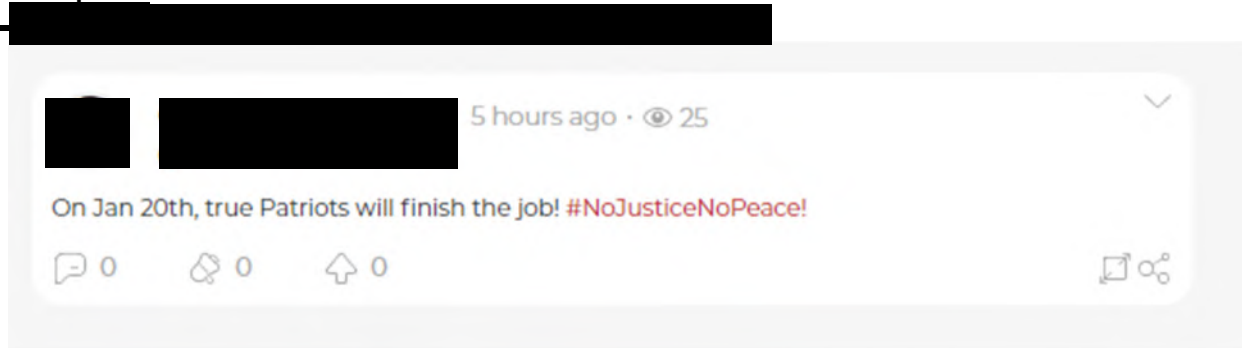
Example 23



Example 24



Example 25



Example 26



echoed by [REDACTED]

 [REDACTED] 5 hours ago · 👁 50k


Capitol building security working tirelessly to keep protesters out 🗨



[REDACTED] [REDACTED] 4 hours ago · 👁 572

If we dont act while Trump is still President, they will pick us off one-by-one!
The MSM will call us a terrorists!
GENERAL FLYNN IS RIGHT!
THE PEOPLE HAVE THE GODLY CONSTITUTIONAL AUTHORITY, LEGAL RIGHT, AND
DUTY TO RISE UP WITH ARMS!

We have no go... [read more](#)

 [REDACTED] 4 hours ago · 👁 670

agree 100% [#1776in2021](#)

1 8 11

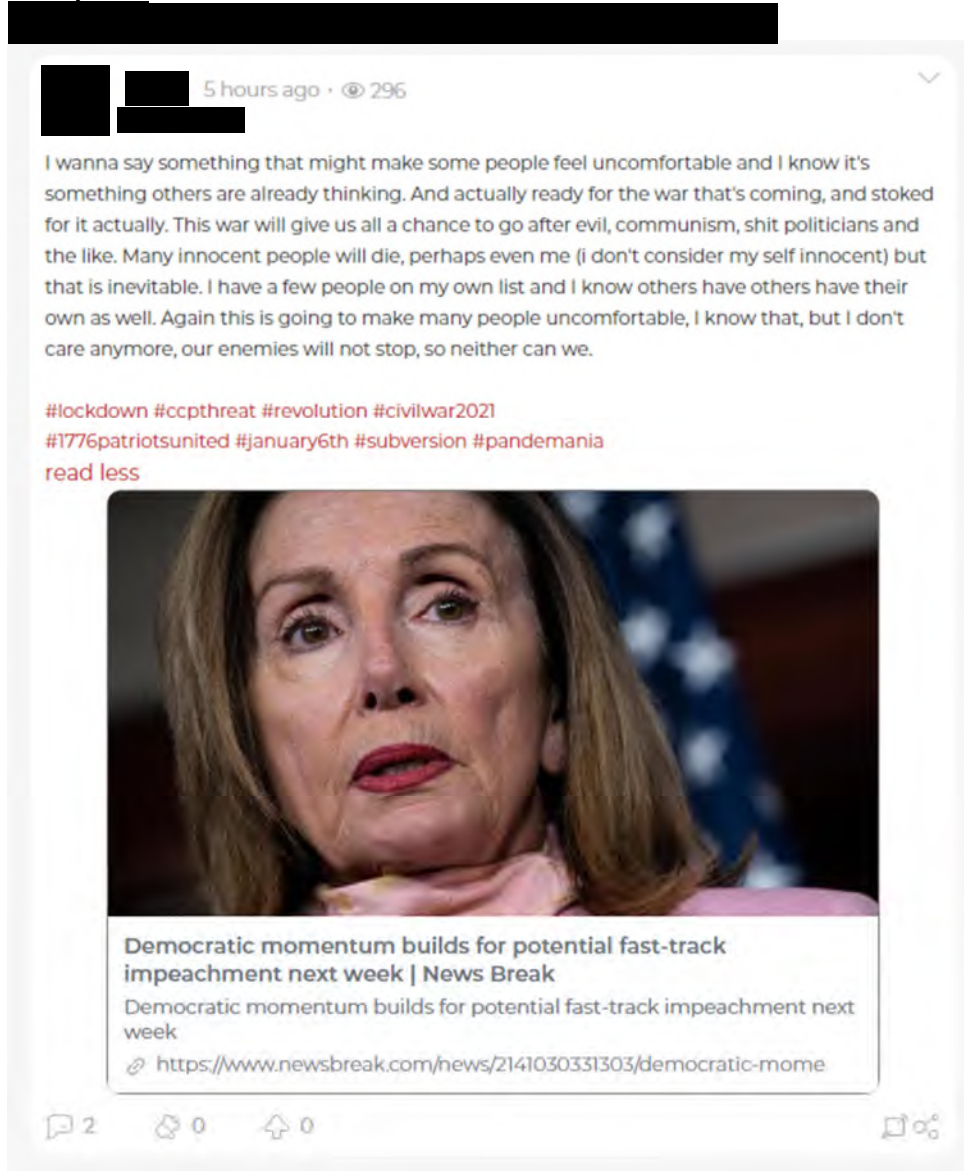


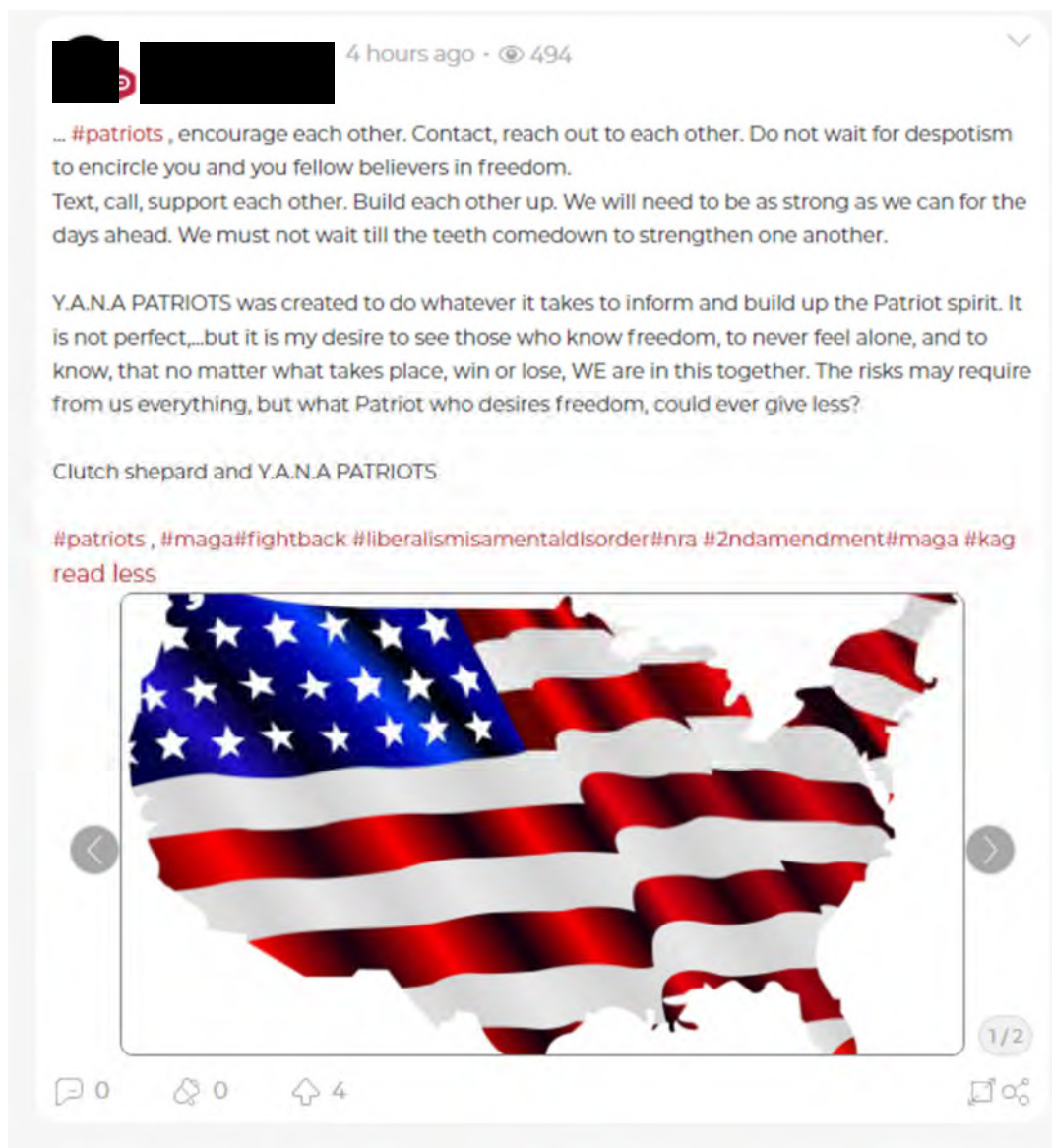
Example 27

[REDACTED]

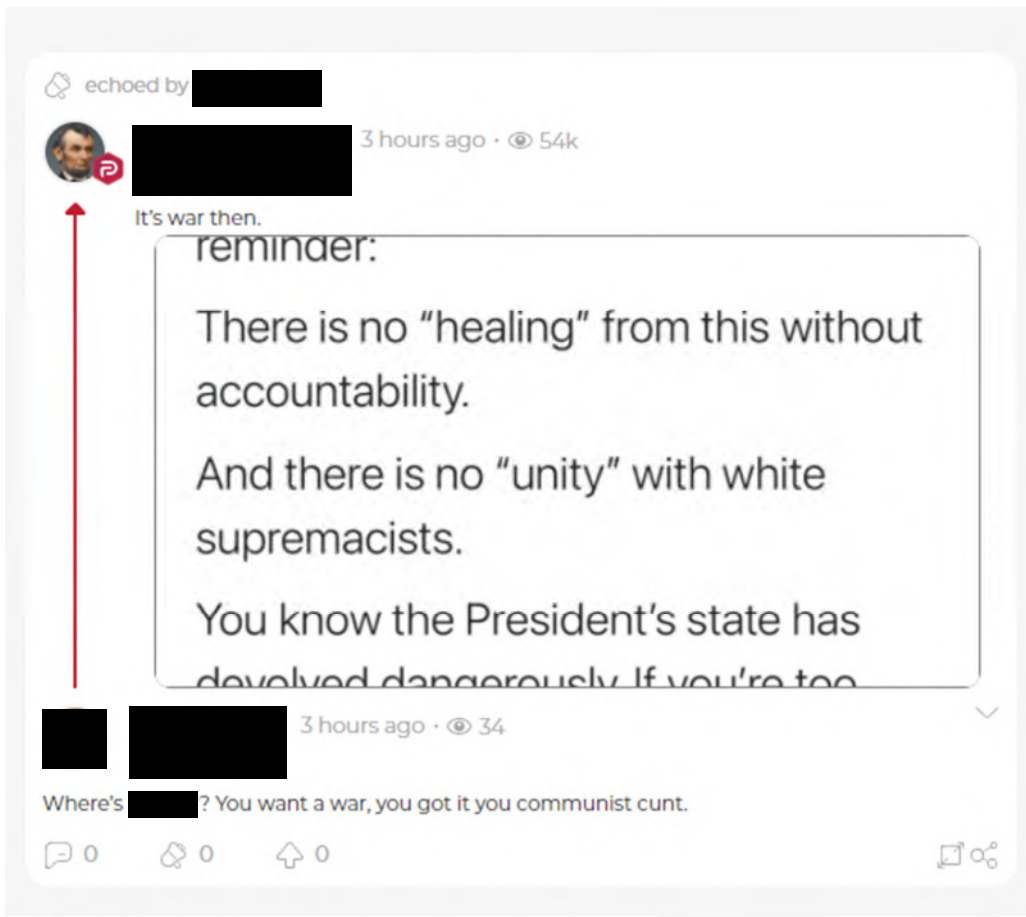


Example 28

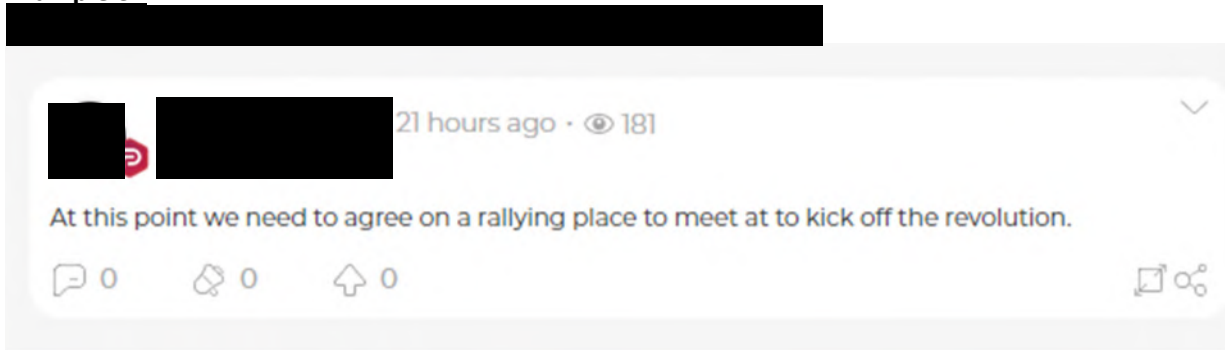




Example 30



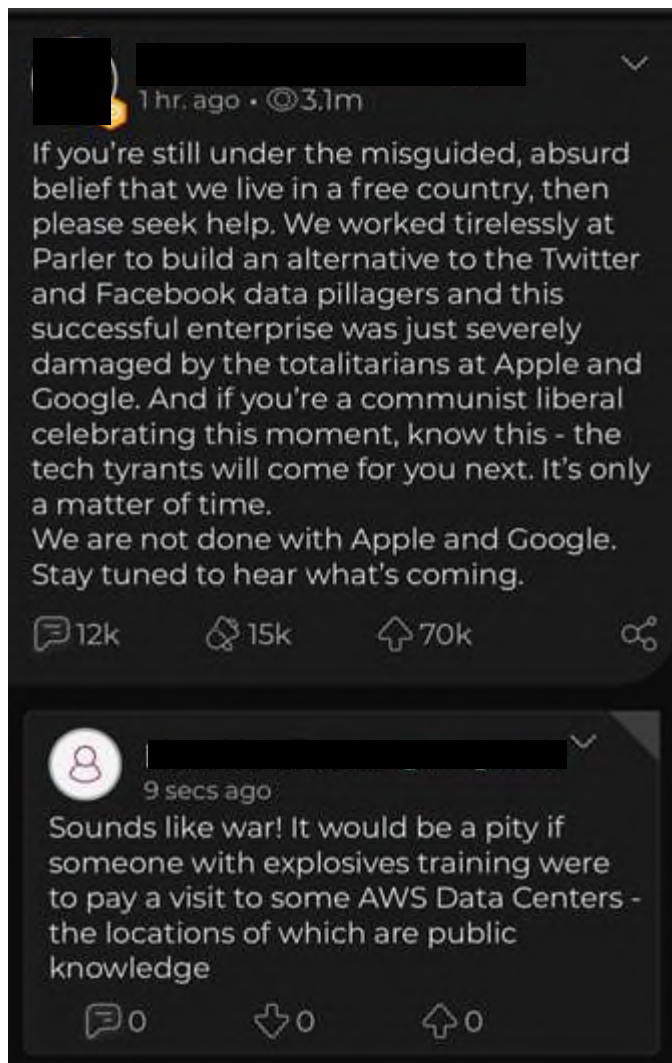
Example 31



Sent at 10.11pm MST (1/9/2021)

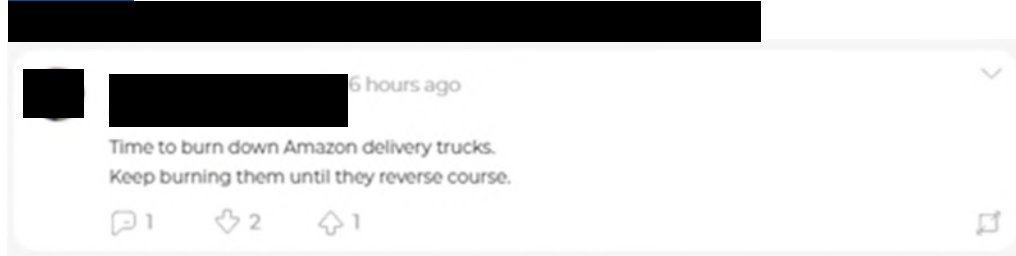
Example 1





Sent at 6.34pm MST (1/10/2021)

Example 1



Example 2

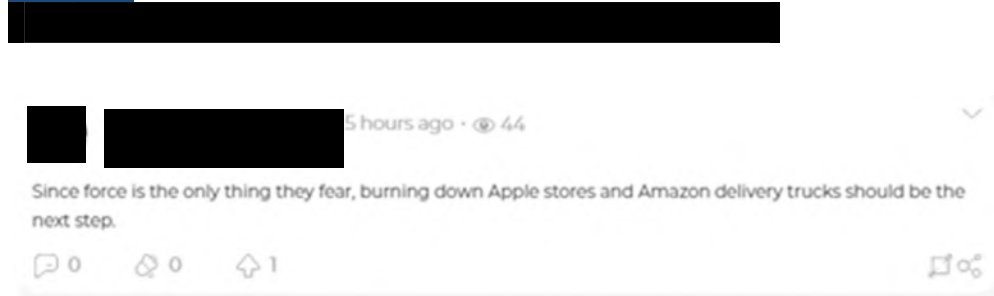
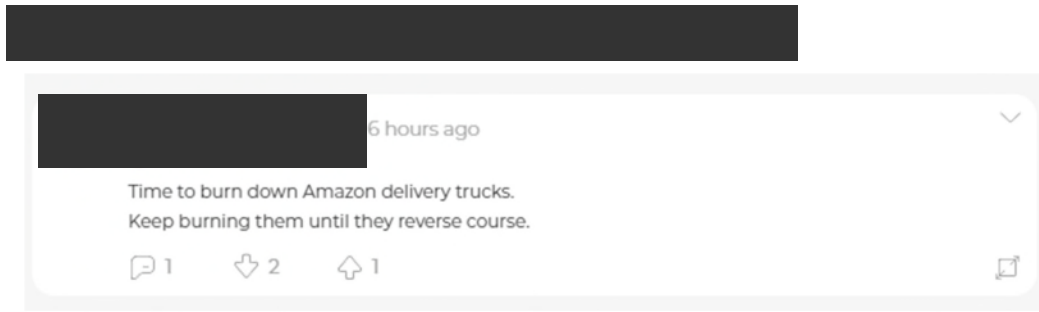
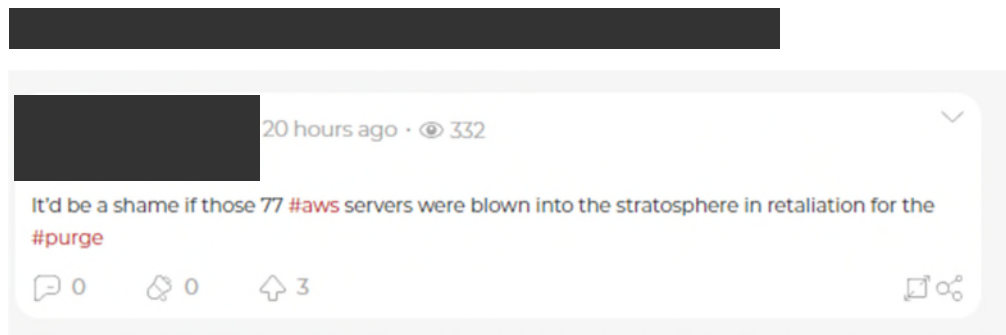


EXHIBIT F

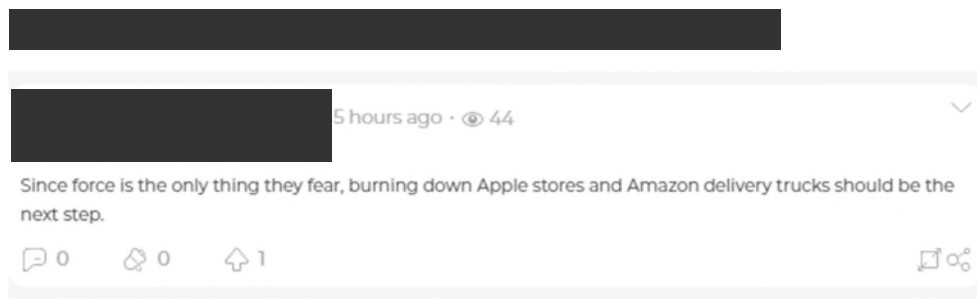
Example 1



Example 2



Example 3

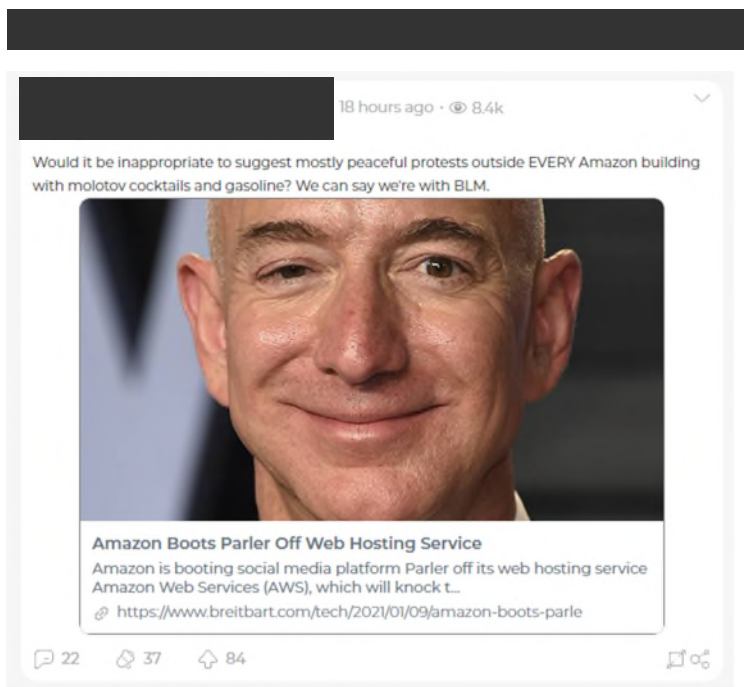


Example 4





Example 5



Example 6

[REDACTED]

[REDACTED]

2 days ago

DEATH to @zuckerberg @realjeffbezos @jackdorsey [REDACTED]

0 1 0

Example 7

[REDACTED]

[REDACTED]

We should peacefully assemble outside all these tech tyrants homes and businesses, then peacefully protest and peacefully loot and burn them

0 0 9

↓

Example 8

URL unavailable

[REDACTED]

s ago • 860

ATTENTION PATRIOTS

ECHO IF YOU WANT TO KILL JEFF BEZOS
#Parler #MAGA #Justice #BLM

1 0 14