

The Ohio State University

End User Agreement (EUA)

Amazon Web Services

CONTENTS

This is a quick reference which describes the purpose of and links to the full content of each section of this agreement.

Introductory Paragraphs

Introductory paragraphs explain the End User Agreement (EUA), your responsibilities that are stated in the EUA, and who to contact if you have questions. Expect changes to the EUA to occur over time as needed. The End User Agreement (EUA) between you and the University that governs use of AWS. As a user, you must:

- (1) Read, (2) understand and (3) comply with the EUA and all applicable university, research and AWS policies.
- Comply with all Ohio State terms, conditions, practices and responsibilities that apply to your access and/or use of information technology resources at Ohio State.
- Consult your supervisor, steward of the data for which you are custodian, or the Office of the Chief Information Officer (OCIO) for assistance, if you are unclear about how the EUA, Ohio State policies, and/or AWS policies apply to your access or use of the AWS service.
- Seek assistance from your supervisor, steward of the data for which you are custodian or OCIO if you believe your access to or use of the AWS service would be in violation of the EUA, Ohio State policies, and/or AWS policies.
- Ohio State will inform you when the EUA changes, but it is your responsibility to stay updated. Check regularly for changes on go.osu.edu/aws and/or on ocio.osu.edu to keep apprised of changes to the EUA.
- Stop using AWS if you do not agree with any change made and/or cannot comply with the changes.

Section I - The AWS Service, Account Information, and Proprietary Rights

This section explains who can use the service, standards users must follow, protections provided and the limits of those protections.

- Ohio State employees (including Ohio State students employed by the university) are eligible to use the AWS service for university business.
- The “service” is AWS’s hosted, proprietary cloud service platform with required university configurations, policies and processes.
- You must use your real name and your assigned Ohio State email address.
- You are responsible for all activity that occurs through your account.
- Ohio State will disclose user information as required by law or regulation in circumstances it believes to be illegal, harmful, or dangerous to people and property.
- Ohio State may report any activity it suspects violates any law or regulation to the appropriate authorities.
- You may not use Ohio State’s name and logo and any related identifying trademarks and/or service marks displayed in the AWS service without written permission; trademark laws protect these identifiers.
- AWS does not grant you, as a user, license to any content or materials you have access to within the service.
- Ohio State and/or AWS may implement any suggestions or ideas you submit regarding the AWS service without restriction and without compensating to you.

Section II - Code of Conduct

This section explains user responsibilities. As an AWS user, you must:

- Protect university data and your log in credentials at all times
- Not use AWS to harm other people or third parties
- Not perform any activities that deliberately render the AWS service inaccessible or unusable
- Not store or use PHI/HIPAA or classified data in your AWS account
- Not use the AWS service for commercial purposes
- Follow university processes to immediately report any security breaches or AWS Acceptable Use Policy violations
- Clearly understand your responsibilities before using the AWS GovCloud region
- Clearly understand AWS Acceptable Use Policy at aws.amazon.com/aispl/aup.

Section III - Third party sites and software

Understand the differences between (1.) using AWS under Ohio State's contract and (2.) interacting with third party vendors when using AWS. You may be interacting with third parties or third parties may ask you to accept their user agreements when using AWS Services. When this occurs, you must:

- Know the terms and conditions of the third party interaction and abide by them
- Understand that using third party software, and any terms and conditions associated with them, are beyond Ohio State's control
- Know, understand and follow the terms and conditions in the EUA

Section IV - Changes to AWS Services

Over time, AWS may make changes to services, as technologies are added or expanded. Changes to AWS services are subject to terms and conditions of the EUA Terms of use and are not under the control of Ohio State

Section V - Suspension and Termination of Your Use of the Service

This section explains what conditions that may warrant suspension or termination of access to AWS.

- Ohio State or AWS may suspend your account without notice for violation of the EUA, or if Ohio State deems it necessary to do so (e.g. The university terminates its enterprise agreement).
- If your access to AWS is suspended or terminated, you will not have access to your account or any data stored in the account.
- You agree to hold Ohio State – its trustees, directors, officers, employees, agents, contractors, legal and accounting advisors – harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Ohio State by any third party due to or arising out of or in connection with Your use of the Site, the AWS Service, or violation of this Agreement.

Section VI - Sanctions, Disciplinary and Legal Action

If violations are serious, Ohio State may take legal action. Ohio State may impose sanctions, disciplinary or other legal action if your use of information or information technology resources is not in accordance to university policies.

Section VII - Right to Access Data

Ohio State may access your data. AWS's rights to access your data are limited to what is required to provide services.

- Ohio State has a right to access your account and data
- AWS and its contractors may also access account data for the sole purpose of providing the AWS services (i.e. AWS cannot provide data analysis tool without accessing and processing the data).

Section VIII - Notices and Procedure for Copyright Infringement Claims

You must follow all copyright laws when using AWS.

- You must respect and follow copyright laws when using AWS.
- You may not use copyrighted data illegally on AWS.
- You must disable or remove copyrighted material immediately upon request by content owner(s).

Section IX - Disclaimer and Limitations of Liability

This agreement does not promise services will change to meet your needs. You are agreeing to use available services as AWS provides them.

- AWS Service has accurately represented its service offerings to Ohio State; AWS provides these services “as is.”
- Ohio State does not guarantee that the service is suitable for your use case (as use cases will vary widely).
- If you are dissatisfied with the service, your only recourse is to stop using it.

Section X - Governing Law

Ohio law will govern any disputes with respect to the legality of terms in the EUA.

Section XI - General

You must agree to and follow the terms of the EUA in order to use AWS.

- If any part of this agreement violates Ohio law, ONLY that portion will be void; all remaining portions remain in effect.
- Users cannot transfer the terms of this agreement to any third party partners.

END USER AGREEMENT

The Ohio State University (“OSU”) is making the AWS Service (as defined below) offered by Amazon Web Services (“AWS”) available to you (“You” or “Your”) pursuant to an Enterprise Agreement between OSU and AWS (the “Enterprise Agreement”) because You are an employee of OSU or You have otherwise been invited by OSU to access and use the AWS Service. Please read this EUA carefully and completely. To use the AWS Service, You must be assigned access credentials. OSU reserves the right at its sole discretion to approve or disapprove a request for access credentials. You represent and warrant that You will use the AWS Service solely in a capacity on behalf of OSU and in compliance with this EUA. This EUA governs Your access to and use of the AWS Service and constitute a legally binding agreement (this “Agreement”) between You and OSU.

Irrespective of the physical location from which You access or use the AWS Service, You will be considered to be accessing or using information technology at OSU. Therefore, in addition to the obligations set forth in this Agreement, in connection with Your access to and use of the AWS Service, You will, at all times, fully comply with all of OSU’s policies, practices (whether or not in writing), procedures, rules and acceptable and/or responsible use agreements that apply to Your access and/or use of information technology resources at OSU, as they may be updated and/or newly created by OSU from time to time, including, without limitation, the Information Technology (IT) Security Policy located at: ocio.osu.edu/sites/default/files/assets/Policies/ITSecurity.pdf; the Institutional Data Policy located at: go.osu.edu/idp-document; the Responsible Use of University Computing and Network Resources: orc.osu.edu/files/ResearchDataPolicy.pdf; and the Export Control Policy located at orc.osu.edu/regulations-policies/exportcontrol/ (collectively, the “Institutional Policies”); and, all such Institutional Policies are hereby incorporated into and made a part of this Agreement.

In addition to OSU’s Institutional Policies, Your use of the AWS Service is subject to the following AWS policies: aws.amazon.com/service-terms, aws.amazon.com/terms, aws.amazon.com/trademark-guidelines, aws.amazon.com/aispl/aup, aws.amazon.com/privacy, all restrictions described in the website located at aws.amazon.com (the “Site”), and any other policy, terms, or click-wrap or browse-wrap agreements related to use of the AWS Service, including the terms accessed through the Site (the “AWS Policies”). The AWS Policies may be updated and/or newly created by AWS from time to time (except to the extent inconsistent with the terms of the Enterprise Agreement); and, all such AWS Policies are hereby incorporated into and made a part of this Agreement.

Your access to and use of the AWS Service are governed exclusively by this Agreement, which includes the Institutional Policies and the AWS Policies. In the event You have any questions about this Agreement, You should contact Educational Institution’s Office of the CIO by e-mail at osuaws@osu.edu.

IF YOU ARE AT ALL UNCLEAR ABOUT HOW THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES AND THE AWS POLICIES) APPLIES TO YOUR ACCESS TO OR USE OF THE AWS SERVICE OR YOU THINK THAT YOUR ACCESS TO OR USE OF THE AWS SERVICE WOULD BE IN VIOLATION OF THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES OR AWS POLICIES), YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT THE OFFICE OF INFORMATION TECHNOLOGY BEFORE ACCESSING OR USING THE AWS SERVICE.

OSU may, from time to time, deem it necessary to make changes to this Agreement. In the event OSU makes changes to this Agreement, OSU will endeavor to inform You that changes have been made to this Agreement (except that with respect to any Institutional Policy, OSU’s obligation, if any, to endeavor to notify You as to changes to such Institutional Policy will be governed by the terms of such Institutional Policy). You, however, have the obligation to routinely check the following webpage go.osu.edu/osuaws or go.osu.edu/aws to keep apprised of any changes made to this Agreement. Unless otherwise specified, changes made to this Agreement will be effective when they are posted to such web page.

IF YOU DO NOT AGREE WITH ANY CHANGES THAT HAVE BEEN MADE TO THIS AGREEMENT IN THE INTERIM, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE YOUR USE OF THE AWS SERVICE.

I. The AWS Service, Account Information, and Proprietary Rights

A. AWS Service:

As used in this Agreement, “AWS Service” means AWS’s hosted proprietary cloud services platform, offering compute power, database storage, content delivery and other functionality, together with all software provided or made available by AWS and/or OSU to You to enable You to access and use such service in connection with Your being an employee of OSU or otherwise being invited by OSU to access and use such service. Except for the rights granted in this Agreement, You, have no right, title, or interest in or to the AWS Service. You agree that AWS or its licensors retain all proprietary right,



title and interest, including copyright and all other intellectual property rights, in and to the AWS Service and all related technology.

B. Account Information:

You may not create any accounts to access the AWS Service under the Enterprise Agreement other than under the URL [osu.edu.] You are entirely responsible for any and all activity that occurs via Your account. Please notify Your supervisor immediately if You become aware of any unauthorized use of Your account. You are entirely responsible for maintaining the confidentiality of the information You hold for Your account, including Your password and access credentials and may not (i) share Your account information or (ii) use another person's account. You must use Your real name and assigned OSU e-mail address. OSU does not typically share individual user information with third parties; however, OSU will disclose user information as required by law or in circumstances where we believe a situation could be illegal, harmful or dangerous to people or property. OSU 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 Your 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. OSU will not be responsible for any loss or damage arising from Your failure to comply with these and any other obligations under this Agreement.

C. Proprietary Rights:

OSU's name and logo and all related identifying trademarks and/or service marks that may be displayed within the AWS Service are protected by trademark laws and use by You of such names, logos and identifying trademarks and service marks is strictly prohibited without OSU's express written permission. Your use of the AWS Service does not grant You a license to any content or materials You may have access to within the AWS Service unless such rights are expressly licensed, and if You submit any suggestions or ideas regarding the AWS Service, such ideas and suggestions may be used without restriction and without compensating You in any manner.

II. Code of Conduct for Use of the AWS Service

A. General Use:

You are responsible for all data and content that You upload to the AWS Service or otherwise create using the AWS Service for processing, storage or hosting by the AWS Service in connection with the Enterprise Agreement (collectively, "Data"). In addition to any other terms and conditions of this Agreement, YOU AGREE TO ABIDE BY THE FOLLOWING RULES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE AWS SERVICE:

- You will not share, resell, transfer, or sublicense the AWS Service, passwords or other access information or devices, or otherwise authorize any third party, including at OSU or elsewhere, to access or use the AWS Service on Your behalf with or without charge to such third party.
- You will not view any information that You are not authorized to view nor will You attempt to view or obtain any data through any means from the AWS Service that You are not authorized to access or view.
- You will not use the AWS Service to breach or violate any confidentiality obligations or privacy requirements, including, without limitation, by collecting or harvesting confidential information.
- You represent, warrant, and covenant that You will not use the AWS Service to misappropriate or violate the rights of any third party, including, without limitation, using the AWS Service to store, send, or make available materials protected by intellectual property rights of third parties without the permission of the owner of the intellectual property rights, unless otherwise permitted by applicable law.
- You represent, warrant and covenant that You have all necessary rights in and to all Data You upload to the AWS Service or otherwise create using the AWS Service, and that the storage of such Data on the AWS Service is proper and legal, and that Data will not violate any Institutional Policies, AWS Policies, or applicable law.
- You represent, warrant, and covenant that Your use of the AWS Service will not cause harm to any individual or entity that directly or indirectly accesses or uses the AWS Service, or violate applicable law.
- You will not damage, disrupt, interfere with, diminish, or render inaccessible or unusable the AWS Service, the Site or others' equipment or software or others' data, communications or use of the AWS Service, or attempt to do so, or encourage or assist others to do so.
- You will not use the AWS Service to engage in fraudulent activity, or access or use the AWS Service in a way intended to avoid incurring fees or exceeding usage limits or quotas.

- You will not attempt to or reverse engineer, disassemble, or decompile the AWS Service or apply any other process or procedure to derive the source code of any software included in the AWS Service, nor modify, alter, tamper with, repair, or otherwise create derivative works of any content included in the AWS Service.
- You will not take any action that encourages or assists others in engaging in any acts prohibited under this Agreement (including, without limitation, providing others with the ability to access data they should not be able to access).
- You will not use the AWS Service to misrepresent Your identity or impersonate any person.
- You will not use the AWS Service for commercial purposes that are unrelated to OSU.
- You will not misrepresent or embellish the relationship between AWS and OSU (including by expressing or implying that it supports, sponsors, endorses, or contributes to AWS or AWS's business endeavors), or make any other public communication with respect to Your use of the AWS Service.
- You will not imply any relationship or affiliation between AWS and OSU other than the AWS Service being made available.
- You will not use any AWS trademarks, service marks, logos, and similar designations except as provided in the AWS Trademark Use Guidelines.
- You will not disclose the contents of the Enterprise Agreement except as required by applicable law.

B. Use of AWS GovCloud:

- You represent and warrant that You: (i) are a U.S. Person as defined by 22 CFR §120.15; (ii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iii) are not subject to export restrictions under U.S. export control laws and regulations (e.g. You are not a denied or debarred party or otherwise subject to sanctions, etc.); (iv) comply with applicable U.S. export control laws and regulations, including the ITAR or the Department of Commerce Export Administration Regulations; and (v) if applicable, You are using the AWS Service consistent with an approved University Technology Control Plan. If requested by OSU, You agree to provide OSU with additional documentation and cooperation to verify the accuracy of the representations and warranties set forth in this section.
- You are responsible for all physical and logical access controls beyond the AWS Service including, but not limited to, Your account access, data transmission, encryption, and appropriate storage and processing of data within the AWS GovCloud (US) region. The AWS Service shall not be used to process or store classified data.

C. Prohibition on Entering Protected Health Information into the AWS Service:

IN NO EVENT WILL YOU AT ANY TIME ENTER, UPLOAD, UTILIZE, OR ANALYZE DATA INTO OR WITHIN THE AWS SERVICE THAT CONSTITUTES INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION THAT IS PROTECTED HEALTH INFORMATION ("PHI"), AS DEFINED UNDER FEDERAL LAW AT 45 CFR 160.103.

D. AWS Acceptable Use Policy ("AUP"):

You represent and warrant that You will comply with the terms of the AUP, reproduced below, and as modified by AWS from time to time:

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the AWS Service 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, 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 AWS Service 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.
- 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 AWS AUP or the acceptable use policy of that provider.

AWS Monitoring and Enforcement

You acknowledge that AWS may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. AWS’ reporting may include disclosing Your information. AWS 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 these terms.

Reporting of Violations of AWS AUP Policy

If You become aware of any violation of AWS AUP, You will immediately notify OSU and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this AUP, please follow the reporting process in the Institutional Policies.

III. Third Party Sites and Third Party Software Applications

When You use the AWS Service, certain features or functionality of the AWS Service may enable You to transmit data to sites on the Internet that are owned and/or operated by parties other than AWS (“Third Party Sites”). Before You use the AWS Service to transmit Data to a Third Party Site, You must first confirm that storing such Data on the Third Party Site would not violate any Institutional Policies or other contractual requirements that are applicable to You and/or the Data. If You choose to store Data on any Third Party Sites, in addition to any Institutional Policies that may be applicable to Your use of Third Party Sites, Your use of and the Data stored with such Third Party Sites will be subject to and governed by the rules of use set forth by the operator(s) of the Third Party Site(s). OSU does not have any control over the rules of use set forth by the operator(s) of Third Party Sites. OSU is not responsible for any Third Party Sites You access with the AWS Service, and You irrevocably waive any claim against OSU with respect to such Third Party Sites. It will be Your responsibility to comply with the rules of use set forth by the operator(s) of Third Party Sites.

You may be able to access and/or download from the Site and/or Third Party Sites software applications that third parties have created or may in the future create that allow users to access and use certain functionality and features of the AWS Service (“Third Party Apps”). Before You access, download and/or use any Third Party Apps, You must first confirm that doing so would not violate any Institutional Policies that are applicable to You and/or the Data, or violate applicable law. If You access, download and/or use any Third Party Apps, in addition to any Institutional Policies that may be applicable to Your accessing, downloading and/or use of Third Party Apps, Your accessing, downloading and/or use of Third Party Apps will be subject to and governed by the terms and conditions set forth in one or more separate end user license agreements



entered into between You and the creators, publishers, providers and/or vendors of Third Party Apps. OSU does not have any control over the terms and conditions set forth in any such separate end user license agreements. OSU is not responsible for any Third Party Apps You access with the AWS Service, and You irrevocably waive any claim against OSU with respect to such Third Party Apps. It will be Your responsibility to comply with the terms and conditions set forth in any such separate end user license agreements.

IF YOU ARE UNCLEAR ABOUT HOW INSTITUTIONAL POLICIES APPLY TO YOUR USE OF THE AWS SERVICE OR HOW THIS AGREEMENT, INSTITUTIONAL POLICIES OR THE AWS POLICIES APPLY TO YOUR ACCESSING, DOWNLOADING AND/OR USE OF THIRD PARTY SOFTWARE OR THIRD PARTY APPS IN CONNECTION WITH THE AWS SERVICE, YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT THE OFFICE OF INFORMATION TECHNOLOGY.

YOU SHOULD BE AWARE THAT IN SOME INSTANCES INSTITUTIONAL POLICIES MAY, AMONG OTHER THINGS, PROHIBIT OR RESTRICT (1) YOUR USE OF THE AWS SERVICE, OR (2) YOUR RIGHT TO UPLOAD, ACCESS, DOWNLOAD OR USE CERTAIN DATA OR THIRD PARTY SOFTWARE OR THIRD PARTY APPS.

IV. Changes to the AWS Service

Changes to the AWS Service are subject to the terms and conditions of the Enterprise Agreement and are generally not under the control of OSU. You acknowledge and agree to any such changes.

V. Suspension and Termination of Your Use of the Service

If You breach or violate the terms and conditions of this Agreement, Your access to and use of the AWS Service may be suspended or terminated without prior notice to You. In addition, Your access to and use of the AWS Service may be suspended or terminated without prior notice to You in the event OSU deems it necessary and acceptable to do so, including if the Enterprise Agreement is terminated. You acknowledge that if Your access to and/or use of the AWS Service is suspended or terminated, it is possible that You may no longer have access to the Data that You uploaded to the AWS Service or otherwise created using the AWS Service. Additionally, You agree to defend, indemnify and hold OSU, its trustees, directors, officers, employees, agents, contractors, legal and accounting advisors, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against OSU by any third party due to or arising out of or in connection with Your use of the Site, the AWS Service, or violation of this Agreement. OSU reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this provision. In such case, You agree to cooperate with any reasonable requests to assist in OSU's defense of such matter.

VI. Sanctions, Disciplinary Actions and Legal Actions

Without limitation of OSU's other rights or remedies, You acknowledge and agree that a breach by You of this Agreement may result in sanctions imposed by OSU relating to Your use of information or information technology resources, disciplinary action taken by OSU against You in accordance with Institutional Policies, and/or in legal action taken by OSU against You.

VII. Right to Access Data

OSU will have the right to access Your Data in accordance with the Institutional Policies. AWS may also access Your Data in accordance with the terms and conditions of the Enterprise Agreement. Subject to the terms and conditions of the Enterprise Agreement, by using the AWS Service, You hereby grant AWS and its contractors an irrevocable, royalty-free, worldwide license to use or copy Your Data for the sole purpose of providing the AWS Service to You.

VIII. Notices and Procedure for Making Claims of Copyright Infringement

AWS and OSU respect copyright law and require You to do the same. AWS and OSU expressly prohibit the use of the AWS Service for the illegal transmission of copyrighted material, and will, if notified by content owners, disable copyrighted material from being transmitted via the AWS Service.

IX. Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AWS SERVICE IS BEING PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. OSU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE AWS SERVICE FOR USE FOR YOUR PURPOSES, EXCEPT AS OTHERWISE PROVIDED HEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER OSU NOR ANY OF ITS TRUSTEES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, WILL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE AWS SERVICE FOR ANY REASON, OR WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE AWS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF OSU AND ITS TRUSTEES, DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES AND AGENTS, TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE TO DIRECT DAMAGES UP TO THE AMOUNT OF FIVE DOLLARS (USD \$5.00) OR THE MINIMUM AMOUNT ALLOWED BY LAW, WHICHEVER IS GREATER.

X. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of Ohio, excluding its conflicts of law principles. Any dispute relating in any way to this Agreement will only be adjudicated in a state or federal court of competent jurisdiction in Franklin County, Ohio, and You consent to exclusive jurisdiction and venue in these courts and waive any objection to such jurisdiction and venue.

XI. General

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect. The failure of OSU to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. You are prohibited from assigning this Agreement or transferring Your rights under this Agreement to a third party; any assignment or transfer by You will be deemed void from inception.