

## TERMS AND CONDITIONS FOR AWS CLOUDFORMATION REGISTRY PUBLISHERS

These Terms and Conditions for AWS CloudFormation Registry Publishers (this “Agreement”), by and between you, as a publisher to the CloudFormation Registry (“you” or “Registry Publisher”), and AWS (also referred to as “we” or “us”), applies to any Content uploaded, published or otherwise made available by you (“Your Registry Content”) to the AWS CloudFormation Registry (the “Registry”). By uploading Your Registry Content to the Registry, you agree to be bound by this Agreement. This Agreement supplements the AWS Customer Agreement or other agreement with us governing your use of our Services (“Customer Agreement”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Customer Agreement.

- 1. General.** Your Registry Content, excluding any AWS Content and any Third-Party Content included therein, is “Your Content” under and as defined in the Customer Agreement.
- 2. Your Registry Content.** When you publish Your Registry Content to the Registry, you will make Your Registry Content available to the public. You agree that Your Registry Content may be transferred, stored, deployed or made available in AWS regions other than the AWS region in which Your Registry Content was initially uploaded. Once Your Registry Content is published to the Registry, you will not be able to delete or modify Your Registry Content on the Registry; provided that (a) you may publish an updated version of Your Registry Content to the Registry, which will replace the previously-published version, (b) you may delete or modify the version of Your Registry Content held in your account (it being understood and agreed that such deletion or modification will not impact the version of Your Registry Content made publicly available through the Registry) and (c) you may contact the AWS CloudFormation support team if you believe there are extenuating circumstances that require the deletion or modification of Your Registry Content from the Registry.
- 3. Disputes between Registry Publishers and Registry End Users.** We are not involved in any underlying transaction or licensing arrangement between you and any other user of the Registry that deploys or uses Your Registry Content (“Registry End User”). We are not responsible for any dispute between you and any Registry End User, and your indemnification obligations under the Customer Agreement include any disputes between you and any Registry End User.
- 4. Review of Your Registry Content.** You will ensure that all information about Your Registry Content displayed on the AWS Site is, at all times, accurate, complete, not misleading, and in compliance with applicable law. You are responsible for evaluating and testing code packages in Your Registry Content before uploading it to the Registry to confirm that it complies with our Policies and operates properly with the web services offered by AWS. If you upload Third-Party Content, you are responsible for ensuring that uploading and sharing the Third-Party Content with other Registry End Users for their own use complies with applicable Third-Party Content licenses. In connection with hosting the Registry, we may review and test Your Registry Content uploaded to the Registry at any time, including for security-related concerns and to check the accuracy of descriptions and other materials in Your Registry Content. We may accept or reject Your Registry Content, or remove Your Registry Content from the Registry at any time and without prior notice, (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to restrict products or activities that we deem unsafe, inappropriate, or offensive; (c) if Your Registry Content otherwise violates the terms of this Agreement or our Policies; or (d) if we determine that Your

Registry Content will not operate properly with the web services offered by AWS or its format is not compatible with CloudFormation or the Registry. In addition, you agree to include your website or other contact information in Your Registry Content and to provide best efforts support to any Registry End User, including by fixing bugs and providing support.

- 5. License to AWS.** By uploading Your Registry Content to the Registry, you hereby grant AWS and its Affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual license to store, parse, copy, reproduce (including by making mechanical reproductions), reformat, transmit, display, perform or otherwise make Your Registry Content available to you and to other Registry End Users, as applicable, in connection with the Registry and enabling the features and functionalities available on or through the Registry. Except as provided herein, AWS obtains no rights under this Agreement from you to Your Registry Content.
- 6. License to Registry End User.** You may specify the terms under which you license Your Registry Content to other Registry End Users by including such terms in the text of, or similar file within, Your Registry Content. If you do not specify such terms when you upload Your Registry Content, you hereby license Your Registry Content to any other Registry End User under the Apache License, Version 2.0.
- 7. Limitation on Marketing.** You may not include in Your Registry Content, any advertisements or promotions for, or opportunities for a Registry End User to purchase or obtain, products or services from a repository, website or source other than the Registry.
- 8. Termination.** AWS may stop providing the Registry (or any features of the Registry) by providing at least 30 days' advance notice to you.
- 9. Registry End User Ratings and Feedback.** We may implement mechanisms that rate, or allow Registry End Users to rate and provide feedback about you and/or Your Registry Content (including information about Your Registry Content that was removed from the Registry). We may make these ratings and feedback publicly available.
- 10. Amendments.** We may modify this Agreement at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with the Customer Agreement; provided, however, that we will provide at least 30 days' advance notice for material adverse changes to your license grant to AWS. Subject to the 30 day advance notice requirement with respect to material adverse changes to your license grant to AWS, 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 Registry after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms.