

AWS Terms of Service

Last updated on 14/11/2025.

PLEASE READ CAREFULLY THESE TERMS OF SERVICE (“**AGREEMENT**”), WHICH CONTAIN THE EXCLUSIVE TERMS AND CONDITIONS BETWEEN GITGUARDIAN SAS (“**GITGUARDIAN**”, “**US**”, “**OUR**” OR “**WE**”), AND YOU, THE CUSTOMER, REGARDING YOUR ACCESS AND USE OF OUR SAAS SOFTWARE THROUGH THE AWS MARKETPLACE (“**SERVICES**”). YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT UNDER ALL APPLICABLE LAWS.

BY SELECTING THE “ACCEPT” BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU WILL CREATE A LEGALLY ENFORCEABLE CONTRACT WHERE YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION. IF YOU CANNOT OR DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT, YOU SHOULD NOT SELECT THE “ACCEPT” BUTTON, AND YOU SHOULD NOT ACCESS OR USE THE SERVICES.

1. Changes to this Agreement.

We reserve the right, at our sole discretion, to modify or replace this Agreement at any time. We will try to bring to your attention all material or legal changes by sending you an email. By continuing to access or use the Services after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You should no longer use the Services. The process for changes to fees and payment plans is set out separately in Article 10 hereunder.

2. User account.

If you register for an account to access and use our Services, you are responsible for any access or use of our Services with your account details, and for protecting your account details from unauthorised use. You are also responsible for the security of any computer from which you sign in to your account.

3. Rights we grant you.

Regarding the software that we allow you to use as part of the Services provided under this Agreement, we have and retain full ownership of the software we provide to you as part of the Agreement, including all related intellectual property rights. The Agreement shall not grant you any right of ownership over the software. We grant you a non-exclusive, non-transferable, revocable, worldwide, limited-term right to access and use the Services, as well as all information and data made available to you in connection with the Services (“**Service Data**”), solely for your internal business operations and in accordance with this Agreement. This license shall remain in effect until and unless this Agreement is terminated by you or us in accordance with the termination terms contained herein. All GitGuardian rights not expressly granted by this license are hereby retained.

You agree that you will only use the Services and Service Data within the scope of this license and limits, terms and conditions set out in this Agreement, and that you will not (i) license, sublicense, sell, resell,

transfer, assign, distribute, or commercially exploit or make the Services available to any unauthorised third party in any way; (ii) modify or make derivative works based upon the Services; (iii) remove or alter any proprietary markings from the Services; (iv) access the Services to build a competitive product or service, or to copy any feature or function of the Services; (v) interfere with or disrupt the integrity of performance of the Services; or (vi) attempt to gain unauthorized access to the Services or their related systems or networks (vii) reverse engineer, disassemble or de-compile the source code of the Services. You are prohibited from using the Services to engage in malicious or illegal activities or facilitate the purchases or sales of any illegal products and services. Under this Agreement, You will have no claim to the copyrights, trade secrets, patents, trademarks or other proprietary rights in the Services or in any modifications, enhancements and other works derivative of the Services.

4. Feedback.

You may from time to time provide any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations, or any other feedback on the Services ("**Feedback**") to us with respect to the Services or Service Data. Feedback is voluntary and is not your Confidential Information, even if designated as such. We may fully exercise and exploit such Feedback for the purpose of (i) improving the operation, functionality and use of our existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about the quality of the Services, provided that no data in any such publication will be used to specifically identify you, your employees or your proprietary software code.

5. Changes to the Services.

From time to time, we may introduce new services, features, or functionalities to the Services. This Agreement will apply to such new services, features, or functionalities, unless they come with separate or additional terms, in which case you will be required to agree to such separate or additional terms before being permitted to use the new services, features, or functionalities. If You do not agree to the new services, features, or functionalities of the Services, You should no longer use the Services.

6. Warranties.

We undertake that the Services will be performed substantially in accordance with this Agreement and any manuals, documentation, and other supporting materials related to the Services that we provide or make available to you that sets out a description of the Services and instructions for use of the Services (the "**Documentation**") and that all support will be performed with reasonable skill and care ("**Warranty**"). If the Services do not conform with the foregoing Warranty, we will, at its expense, use all reasonable commercial efforts to promptly correct any such non-conformance. Such correction constitutes your sole and exclusive remedy for any breach of the Warranty.

Notwithstanding the Warranty, you acknowledge and agree that: (i) the Warranty does not apply to the extent of any non-conformance which is caused by the use of the Services by you that is not in accordance with the Documentation; (ii) the Services will evolve over time and that functionality may be added and removed from time to time, provided that we will not materially degrade the Services, (iii) we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks, including the internet.

We represent and warrant that the Services do not contain any malicious code, including any viruses, malware, disabling code, time bombs, or Trojan horses.

EXCEPT AS PROVIDED IN THIS AGREEMENT THE SERVICES ARE FURNISHED AS IS EXCLUSIVE OF ANY WARRANTY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER WARRANTY OR INDEMNITY, WHETHER EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN THIS AGREEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY US OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

7. Affiliates and Contractors.

With respect to Affiliates and Contractors that you allow to use the Services: (a) you remain responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Services; and (b) you agree to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by you, such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be your breach. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by, or through you will be deemed your act or omission. For the purposes of this Agreement, "**Affiliates**" means, with respect to a party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party, and "**Contractor**" means your third party contractor or other third party performing services for you, including outsourcing suppliers.

8. Accessing the Services.

We will provide you all license keys, access credentials, and passwords necessary for access and use of the Services in accordance with your subscription plan.

You acknowledge that the extent of your access and use of the Services will depend on your subscription plan, and you further agree to only use the Services within the limits of such subscription plan. If at any time, we reasonably believe or have reason to believe that you are exceeding the limit of your subscription plan or accessing our Services without permission, we have the right to request in writing an audit of your access and use of the Services. If at any time whilst using the Services, you exceed the limit of your subscription plan, we will charge you, and you will pay, the relevant fees which apply to such excess use as set out above. You are solely responsible for monitoring your use of the Services within the permitted limits. Failure to provide such access for an audit to us is a material breach of the Agreement and we have the right to terminate this Agreement as set forth in Section 15 of this Agreement.

9.a. Data Processing and Enhancement Rights.

You are and will continue to be the sole and exclusive owner of all your data that you use with the Services ("User Data"), including all proprietary rights therein.

You will obtain all necessary consents, authorizations, and rights and provide all necessary notifications in order to provide or use your User Data in the performance of your obligations in accordance with the terms and conditions of this Agreement, including any access or transmission to third parties with whom you share or permit access to your User Data.

You hereby grant GitGuardian a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, process, analyze, and derive insights from all User Data, including without limitation your data, content, usage patterns, performance metrics, and any content submitted through the Services ("Training Data") for the following purposes: (a) operating, maintaining, and improving the Services; (b) developing, training, fine-tuning, and enhancing artificial intelligence, machine learning, and algorithmic models and technologies, whether developed internally by GitGuardian or in collaboration with third-party providers; (c) creating aggregated, anonymized, or de-identified datasets for research, development, and commercial purposes; and (d) any other lawful business purposes.

This license includes the right to create derivative works, aggregate data, and utilize Training Data for research and development purposes. You represent and warrant that you have obtained all necessary consents and authorizations to grant this license. GitGuardian may combine Training Data with data from other sources and use such combined data without restriction, provided that any public disclosure of Training Data will be in an aggregated and de-identified form that does not identify its users.

Third-Party AI/ML Providers. GitGuardian may engage third-party artificial intelligence, machine learning, or data processing providers ("AI Providers") to process Training Data for the purposes set forth in this Section 4. You consent to such processing and acknowledge that AI Providers may be located in any jurisdiction. GitGuardian shall use commercially reasonable efforts to ensure AI Providers maintain appropriate confidentiality obligations, but you waive any claim against GitGuardian arising from AI Providers' processing of Training Data.

No Restrictions on Model Training. Notwithstanding any other provision in this Agreement, you acknowledges that similar prompts may produce similar outputs across users and that GitGuardian cannot guarantee uniqueness of AI-generated content. These rights survive termination of the Agreement for data already processed

Subject to the limited licenses granted herein, GitGuardian acquires no right, title or interest from you under this Agreement in or to any User Data. In accordance with Section "Feedback", you hereby irrevocably transfer and assign to GitGuardian all Intellectual Property Rights embodied in, or arising in connection with, Feedback.

9.b. Performance Data.

"Performance Data" means usage data and information compiled by GitGuardian on your use of the Services, including statistical and performance information related to the provision and operation of the Services. Performance Data includes information concerning your and Users' use of the various features and functionality of the Services and analytics and statistical data derived therefrom, and aggregated and anonymized data derived from User Data so that such data does not identify a person.

GitGuardian may (i) collect, analyse and otherwise process Performance Data internally for its business purposes, including for the purposes of security and analytics, to improve and enhance the Services, or for other development, diagnostic and corrective purposes in connection with the Services or other GitGuardian products or services, and (ii) publicly disclose Performance Data only in an aggregated and/or de-identified form in connection with its business.

GitGuardian may also use non-identifying elements of your User data for its products and services improvement. The data accessed for such purpose cannot be linked back to any particular project or customer, making it non-identifying.

9.c. AI Features.

GitGuardian may use and/or make certain features or functionalities as part of the Services available, including artificial intelligence (“AI”), machine learning, or similar functionality (“AI Features”). These features may include technology developed by GitGuardian or a third-party provider.

GitGuardian acknowledges that User Data provided by you via your account’s integrations and enrich services is confidential. GitGuardian is committed to safeguarding User Data and respecting its users’ privacy.

GitGuardian has taken into account, during the design of its Services, and undertakes to continuously take into account (i) the applicable regulations on artificial intelligence, in particular Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 establishing harmonised rules on artificial intelligence (“AI Act”), (ii) the general principles and international standards on artificial intelligence, in particular relating to the use of ethical, responsible, and sustainable artificial intelligence technologies and models, and (iii) respect for the rights of individuals, in particular their privacy.

GitGuardian makes no warranties with respect to the AI systems used in connection with the Services beyond the applicable provisions of the AI Act.

Additionally, during the use of the Services, you may submit data to be processed by the AI Features (“Input”), and receive content generated and provided back to you by the AI Features based on the Input (“Output”).

You are solely responsible for any data you submit to be processed by the AI Features (“Input”), including the accuracy, quality, appropriateness, and legality thereof, and will ensure that your Input does not infringe, violate, or misappropriate the rights of GitGuardian or any third party. GitGuardian may automatically block your Input, in GitGuardian’s sole discretion, if GitGuardian believes it violates the rights of a third party, applicable law, or the Agreement. All data you receive, which are content generated and provided back to you by the AI Features based on the Input shall be referred to as the “Output”.

You grant to GitGuardian a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, modify, sublicense, or translate both the submitted Input and the Output solely as necessary to operate the AI Features and to provide the Services. You represent and warrant that you possess all the rights necessary to provide your content and to grant the licenses to GitGuardian set forth herein.

10. Payment of Services

If you choose to subscribe to our Services through one of the subscription plans indicated in the AWS Platform, you agree to pay us the corresponding fees. Depending on the subscription plan chosen by you, our third-party payment processor will (and you hereby authorize it to) bill you for the applicable fee in advance on or shortly after the date you subscribe for a subscription plan and each anniversary thereafter, until terminated by you or us.

The fees are non-refundable, except as expressly stated otherwise in this Agreement.

We reserve the right not to provide you with or suspend temporarily the Services until the relevant fee has been received in full and cleared funds.

We also reserve the right to change our fees or payment plans at any time. If you do not agree to such change, you must ask us to delete your account via email to sales@gitguardian.com and stop using the Services within 30 days of the date the new fee or payment plan becomes effective, at which point this Agreement will be deemed to have been terminated by you. We will only charge you in respect of the period before termination and based on the old fee or payment plan. If you do agree to such change (which will be deemed from your continued use of the Services after the date the new fee or payment plan becomes effective), your next bill will include the new fees on a pro-rata basis. You will pay fees without any set-off, counterclaim, deduction, or withholding of any kind, except as may be required by law.

The fees paid to us for the subscription plans do not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to you in addition to these fees, at the rates in force on the invoicing date. If any withholding or deduction is required by law, you will, when making the payment to which the withholding or deduction relates, pay to us such additional amount as it will ensure that we receive the same total amount that it would have received if no such withholding or deduction had been required.

11. Confidentiality.

“Confidential Information” means all non-generally available technical and non-technical information disclosed by the Discloser to the Recipient (including but not limited to product information, plans, pricing information, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae, algorithms, Documentation, Customer Data); provided Confidential Information means any information disclosed in connection with the Purpose by a Discloser to a Recipient.

For the purposes of this Agreement, **“Discloser”** means the party disclosing the Confidential Information under this Agreement, and **“Recipient”** means the party receiving the Confidential Information under this Agreement.

The Recipient will: (a) hold the Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its employees, affiliates’ employees, or agents with a need to know such information solely for the purposes of this Agreement and who have previously agreed (e.g. as a condition to their employment or agency) to be bound by substantially similar terms of confidentiality and non-disclosure as those contained in this Agreement and which would extend to the Confidential Information; and (c) use such Confidential Information solely for the purposes of this Agreement unless otherwise specified in writing by the Discloser.

The Recipient agrees that any Confidential Information shall be handled with at least the same degree of care which it applies to its own confidential information, but in no event, less than a reasonable degree of care. The Recipient understands that the Discloser’s Confidential Information shall remain the Discloser’s property.

The obligations of confidentiality of this Agreement will not apply to Confidential Information to the extent it: (a) is or was made publicly available, even for a short period of time, due to no fault of the Recipient; (b) was lawfully received by the Recipient from a third party without such restrictions; (c) was known to the Recipient, its employees, affiliate's employees or agents without such restrictions prior to its receipt from the Discloser, as shown by documents and other competent evidence in the Recipient's possession; or (d) was independently developed by the Recipient without access to or use of the Confidential Information of the Discloser, as shown by competent evidence in the Recipient's possession.

The Recipient may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that: (i) the Recipient gives the Discloser prior written notice of such requirement, (ii) the scope of such disclosure is limited to that which is legally required, and (iii) the Recipient reasonably cooperates with the Discloser, at the Discloser's expense, in the Discloser's efforts to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection. No other use of Confidential Information is permitted, except as stated in this Agreement.

Upon written request of the Discloser, all copies of Confidential Information in the possession of the Recipient, its employees, affiliate's employees, or agents will be returned to the Discloser or promptly destroyed with a written statement of compliance by a duly authorized officer and/or person authorized to make such a statement.

Recipient agrees that in the event of a breach of confidentiality obligations set forth herein, monetary damages may be inadequate to compensate Discloser for any breach and that, in addition to other remedies that may exist at law or in equity, the Discloser may seek injunctive relief and/or specific performance.

12. Intentionally reserved.

13. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM OR CONNECTED WITH THIS AGREEMENT WHETHER OR NOT THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. Except with respect to the indemnification obligations stated in Section 14, a party's breach of its confidentiality obligations set forth herein, and liability which cannot be excluded or limited by applicable law, neither party shall be liable or obligated under any breach of this Agreement (i) for any amounts in excess in the aggregate of the fees paid to GitGuardian hereunder by you in the twelve months prior to the occurrence of the breach or (ii) for any matter beyond its control. Because you assume responsibility and liability for your Affiliates, none of your Affiliates shall have any liability or obligation to us for any breach of this Agreement. Notwithstanding anything in this Agreement to the contrary, we may not seek damages for any claim from both you and any of your Affiliates.

14. Indemnification.

You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (a) fraud, gross negligence or wilful misconduct; or, (b) your use of the Services or Service Data in breach of this Agreement.

15. Termination.

If either party fails to fulfill any of its obligations under this Agreement, the injured party may, fifteen (15) calendar days after having given the other party formal notice to perform its obligations by registered letter with acknowledgment of receipt which has remained unanswered, terminate all or part of the Agreement, without prejudice to any damages and interest. We reserve the right to terminate this Agreement immediately upon written notice, but without giving you a cure period, if you breach any of the terms of this Agreement relating to GitGuardian's intellectual property or confidentiality obligations. When the Agreement terminates or expires: (i) the term of the Services will immediately end; (ii) you will no longer have the right to use the Services, and any rights granted in the Agreement will automatically cease to exist as of the date of termination or expiration; (iii) if any fees were owed prior to termination, you must pay those fees immediately; (iv) each party will promptly return to the other (or, if the other party requests it, destroy) all Confidential Information belonging to the other. Any terms or sections which by their nature should reasonably survive will survive the termination or expiration of this Agreement.

16. Assignment.

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, without prior written consent of the other party, such consent not to be unreasonably withheld, and any attempt to do so will be null and void, except to (i) an Affiliate or (ii) a party that acquires or assumes all or substantially all of a party's business, except in the event that this assignment involves a competitor of the non-assigning party.

17. Waiver.

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18. Severability.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this Agreement.

19. Parties' relationship.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.

20. Third Party Rights.

No one other than a party to this Agreement, their successors, and permitted assignees, shall have any right to enforce any of its terms.

21. Entire Agreement.

This Agreement, and all documents referred to in them, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

22. Jurisdiction and Governing Law.

If you are domiciled in the United States, Canada, Mexico, or a country in Central or South America or the Caribbean (the "**Americas**"), this Agreement will be governed by and construed in accordance with the laws of the State of New York, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of New York and the parties hereby consent to personal jurisdiction and venue therein.

If your principal office is located outside the Americas, this Agreement will be governed by the laws of France, any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Paris, and the parties hereby consent to personal jurisdiction and venue therein.

23. Compliance with laws.

Each party hereby represents and warrants to the other party that it will fully comply with any and all applicable federal, state, and local laws, rules, and regulations.

You represent that you are not named on any United States, European Union, or local government denied-party list. You will not use the Services in a United States or European Union embargoed country or in violation of any United States or European Union export law or regulation.

To the extent that GitGuardian processes Personal Data on your behalf (as a data processor, as defined under applicable data protection laws) when performing its obligations under this Agreement, the Data Processing Addendum displayed at <https://www.gitguardian.com/legal/data-processing-addendum> will apply and form part of this Agreement.

To the extent that GitGuardian processes Personal Data relating to you (as a data controller, as defined under applicable data protection laws) when performing its obligations under this Agreement, it will do so materially in accordance with its Privacy Notice displayed at <https://www.gitguardian.com/legal/privacy-policy>. The Privacy Notice does not form part of this Agreement and may be amended by GitGuardian from time to time.

24. References.

Each party shall refrain from making any reference to and from using the corporate names, trademarks, and logos of the other party without that party's express prior and written consent.

25. Suspension of access.

We reserve the right to suspend your access to or use of the Services with fifteen (15) days written notice in the event that we (i) reasonably suspect that you are exceeding the permitted number of developer

seats; (ii) reasonably suspect that you are using the Services in an unauthorized manner which is not in compliance with Sections 3 of this Agreement or (iii) do not receive payment by you. In the event that we suspend access or use by you to Services, then we may terminate this Agreement as set forth in Section 15.

26. Contact us.

To contact us, or if you are experiencing problems with the Services, please email legal@gitguardian.com.