Movable Type License Agreement for Amazon Web Services

This License Agreement for Amazon Web Services ("Amazon Agreement") is made and entered into as a supplemental agreement to the EULA (as defined below), by and between Six Apart Ltd. ("Six Apart") and any individual, corporation, entity or organization ("Amazon Client") that uses Movable Type (the "Software") downloaded through Amazon Web Services, which is a cloud computing platform offered by Amazon.com, Inc. ("Amazon"). An Amazon Client shall be deemed to have agreed to this Amazon Agreement upon its download, installation and/or use of the Software.

Article 1. Definitions

Capitalized terms not defined in this Amazon Agreement shall have the meanings assigned to them in the Movable Type License Agreement found at the following website ("EULA") :
https://www.movabletype.jp/eula/license-agreement-for-use-of-movable-type.html
The definition of "Client" in the EULA shall be construed to include Amazon Clients.

Article 2. Incorporation of the EULA

This Amazon Agreement incorporates herein the EULA and the EULA shall accordingly be considered part of this Amazon Agreement subject to Article 6 of this Amazon Agreement. By entering into this Amazon Agreement, Six Apart and Amazon Client agree to enter into the EULA as well. This Amazon Agreement and the EULA shall be read and construed as one document.

Article 3. Use of Software

3.1 Pursuant to the provisions of this Amazon Agreement and Article 2 of the EULA, the Amazon Client shall be granted a license to use, on a non-exclusive, non-transferable and non-sublicensable basis, the Software for the purpose of the Amazon Client's own use (if the Client is a corporation, entity or organization, the use of the Software by an individual belonging to the Amazon Client or any similar individuals designated by the Amazon Client from among individuals within the scope permitted by Six Apart in accordance with the License Policy, as the use of the Software by the Amazon Client pursuant to this Agreement), and, if the Amazon Client operates a community, for the purpose of use within the community by participants therein. The Amazon Client shall download the Software through Amazon Web Services (being a cloud computing platform offered by Amazon).
3.2 The number of Users in relation with the Amazon Client shall not be limited.
3.3 Notwithstanding Article 4 of the EULA, Amazon Client shall be entitled to receive any Update to the latest version of the Software for free during the term of this Amazon Agreement.

Article 4. Payment

Amazon Client shall pay an hourly fee for the use of the Software. Amazon Client also choose to pay annually with the Annual Subscription option.

Article 5. Termination

This Amazon Agreement and the grant of license to Amazon Client to use the Software shall terminate without notice upon agreement between Amazon and Amazon Client to terminate the use of Amazon Web Services.

Article 6. Superseding Agreement

Except to the extent amended by the terms of this Amazon Agreement, the terms and conditions of the EULA are hereby confirmed and shall remain in full force and effect. Provided, however, that in the event that there is any conflict between the terms and conditions of this Amazon Agreement and that of the EULA, the terms and conditions of this Amazon Agreement shall prevail.

- End -