



Hevo AWS Agreement

Hevo Data, Inc..
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The AWS End User License Agreement ("**Agreement**") governs your ("**Customer**") use of Hevo Data, Inc.'s ("**Hevo**") services made available through the AWS Marketplace. The parties herein after shall be collectively referred to as the "**Parties**" and individually as "**Party**".

The Parties agree that this Agreement constitutes and consist of (a) this document ("**Service Order**"), and (b) Hevo's terms and conditions available at <https://hevodata.com/terms/> ("**Terms**"). You agree to enter into this legally binding Agreement, by accessing or using the Services (defined in the Terms) or by clicking an 'I Accept' button or check box presented with the Terms.

While the use of the Services may be governed by this Agreement, the Customer's activity on the AWS Marketplace may be governed by other agreements – like the AWS Marketplace Seller Terms, the AWS Service Terms, the AWS Customer Agreement, and/or any other agreement or terms which AWS Marketplace may make it applicable on the usage of Services ("**AWS Agreements**"). In the event of a conflict between the AWS Agreement and this Agreement – the Parties will aim to arrive at a harmonious interpretation of the two agreements. If such an interpretation is not possible, then the provision of the AWS Agreement will prevail over the provisions of this Agreement. However, if the provisions of the AWS Agreement are discretionary (not mandatory on the Parties), then the provisions of this Agreement will prevail over the provisions of the AWS Agreements. For example, the payment terms are exclusively agreed upon between the Customer and AWS. So, in the event of a conflict, the payment terms under the AWS Agreement will prevail over this Agreement. Similarly, refund requests made within 48 hours are at the discretion of AWS – so the AWS Agreements will prevail. However, refund requests after 48 hours are at the discretion of Hevo – so this Agreement will prevail.

The Customer acknowledges (a) having accessed online and/or been provided a copy of the entire Agreement, and (b) having read and accepted the entire Agreement. The Agreement is the Parties' complete and exclusive agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document), except for the AWS Agreements to the extent of conflict as provided above, related to the subject matter of the Agreement. Preprinted terms in Customer purchase orders or other Customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed, clicked through, or otherwise agreed to by Hevo and/or purport to take precedence over this Agreement.

Ultimately, Customer is responsible for timely integration and launch of Hevo's Services. Customer thus will be invoiced and responsible for full payment regardless of whether or not Customer has actually implemented and/or used Hevo's Services products.