

REDOWL END USER LICENSE AGREEMENT FOR AWS MARKETPLACE

This End User License Agreement (the “**EULA**”) is a legal agreement between RedOwl Pty Ltd. and you (either an individual or an entity, “**Customer**” or “**You**”) for the use of RedOwl’s Services through AWS Marketplace. Capitalized and undefined terms and expressions used in this EULA shall have the meanings ascribed to such terms in the RedOwl MSA.

This EULA incorporates by reference the Master Services Agreement available at <https://redowl.ai/utilities/legal> (“**RedOwl MSA**”). By using the Services through AWS Marketplace, you agree to be bound by both this EULA and the RedOwl MSA. In the event of any conflict between this EULA and the RedOwl MSA, this EULA shall control solely with respect to use of the Services through AWS Marketplace.

RedOwl will make changes to this EULA and the RedOwl MSA from time to time. The then-current version of the RedOwl MSA and this EULA will supersede all earlier versions. You agree that your continued use of the Services after such changes have been published to the RedOwl MSA or this EULA will constitute your acceptance of such revised EULA. We do not control and are not responsible for AWS Customer Agreement and this EULA will operate exclusive of any AWS terms and conditions governing the use of the AWS Marketplace as a distribution channel.

1. **USE OF THE SERVICES.** Customer acknowledges and agrees that: (a) access and usage of the RedOwl Services shall be in accordance with and governed by the RedOwl MSA; (b) “**Service**” means any RedOwl product or service accessed and used by Customer through the AWS Marketplace; (c) the AWS Services shall be deemed Third Party Services as per the RedOwl MSA.
2. **AWS MARKETPLACE RELATIONSHIP** (a) Services are made available through AWS Marketplace under the terms of this EULA. (b) Amazon Web Services, Inc. and its affiliates (“**AWS**”) are not a party to this EULA. (c) No terms of this EULA shall modify, amend or transfer any rights under the AWS Customer Agreement. (d) Customer’s use of AWS Services in connection with the RedOwl’s Service shall be governed by the AWS Customer Agreement.
3. **PAYMENT FOR MARKETPLACE USAGE** (a) All Fees for the Services used through the AWS Marketplace Service shall be billed and collected through AWS Marketplace and not through a RedOwl Order Form (b) Customer shall maintain a valid payment method through AWS Marketplace. (c) Service suspension or termination may occur for AWS payment failures.
4. **TERMINATION** (a) If this EULA is terminated or expires, Customer’s access to the Services through AWS Marketplace will automatically terminate. (b) Customer remains responsible for all AWS Marketplace charges through the termination date. (c) Post termination Customer Data handling shall be governed by the RedOwl MSA.

BY USING THE REDOWL SERVICES THROUGH AWS MARKETPLACE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND THE REDOWL MSA.

ADDITIONAL EULA DEFINITIONS.

“AWS Customer Agreement” means a legal agreement between visitors/customers of AWS Marketplace as amended from time to time and located at <https://aws.amazon.com/agreement/>;

“AWS Marketplace” means the marketplace located at <https://aws.amazon.com/>;

“AWS Services” means AWS’s products and services offered by AWS Marketplace;

If you have any questions or concerns about RedOwl’s Services or this EULA, you may contact us by email at legal@redowl.ai.