

**Amazon Web Services Order Form Agreement**

**Workflow # 5010006442**

Client Name:	County of El Dorado I.T.	Client Acct. #	0010279208
Address	360 FAIR LN	Client Contact Name:	Audra Anderson
City, State, Zip	PLACERVILLE, California 95667-4103	Account Executive:	
State/Fed Contract:	OMNIA Partners-IT Products & Services- 23-6692-03-61002391	Request Date	03/05/2026

This Amazon Web Services (“AWS”) Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the “Agreement”) contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the “Vendor” or “Amazon” or “Service Provider”) and purchased through and accepted by Insight Public Sector, Inc., (also referred to as “Solution Provider” or “Insight”) on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the “Client Name” field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, “Customer”, or “you”). The Effective Date of this Agreement will be the earlier of the date a purchase order is issued by Customer and accepted by Insight, the date an order is placed in the AWS customer portal (the “AWS Client Portal”), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you.

Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **With the exception of Your payment obligations under section 4 of this Agreement, the AWS Marketplace is not covered under this Agreement but may be available to You for direct purchases from third-party sellers. If You make purchases on the AWS Marketplace, these charges will be invoiced by Insight. Except for the payment obligations contained herein, AWS Marketplace transactions will not be subject to the terms set forth in this Agreement, nor will such transactions be priced in accordance with the underlying Terms of Sale. Insight disclaims all responsibility and/or liability for any such products or services You order through the AWS Marketplace. You are responsible for payment to Insight of all fees You incur in the AWS Marketplace.**

**1. Definitions**

- 1.1. **“Acceptable Use Policy”** means the policy currently available at: <http://aws.amazon.com/aup> as may updated from time to time.
- 1.2. **“Content”** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.
- 1.3. **“Policies”** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at <http://aws.amazon.com>.
- 1.4. **“Services”** means each of the AWS web services made available by AWS.
- 1.5. **“Service Offerings”** means the Services provided by AWS under this Agreement.

- 1.6. **"Service Terms"** means the rights and restrictions for particular Services located at <http://aws.amazon.com/service-terms> as may be updated from time to time.
- 1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

## 2. Use of the Service Offerings

- 2.1. **Generally.** You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.
- 2.2. **Your Account.** Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.
- 2.3. **Third Party Content.** Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

## 3. Security and Data Privacy

- 3.1. **Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.
- 3.2. **Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

## 4. Fees and Invoicing

- 4.1. **Fees:** The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you less a one percent (1%) discount from List Price at invoice. You will receive a discount off of the following AWS Services as set forth at: [AWS AUTHORIZED SERVICES LIST](#), in addition to the Business and Enterprise Support Plans. The total Fees payable by you, with Insight's discount (if any), will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.
- 4.2. **Invoicing/Payment:** Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

- 4.3. **Cloud Service Credits/SLAs:** The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at <https://aws.amazon.com/legal/service-level-agreements/>. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

## 5. Term/Termination

- 5.1. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.
- 5.2. **Termination.** (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.
- 5.3. **Effect of Termination.** (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

## 6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

## 7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR

DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

### **8. Insight's Terms of Sale**

The purchase of AWS Cloud Services is subject to the OMNIA Partners – IT Products & Services Contract 23-6692-03-61002391 ("OMNIA Contract") and any applicable service setup information, including but not limited to pricing or discounts, provided by Insight. Where the terms and conditions of this Agreement conflict with the terms and conditions of the NASPO Contract, the terms and conditions of the NASPO Contract shall prevail. FOR THE AVOIDANCE OF DOUBT, NOTWITHSTANDING THE PRESENCE OR ACCEPTANCE BY INSIGHT OF ANY SEPARATE PURCHASE ORDER YOU MAY PROVIDE, TO THE EXTENT SUCH PURCHASE ORDER CONTAINS OTHER TERMS, IT WILL BE FOR ADMINISTRATIVE PURPOSES ONLY AND THE PARTIES AGREE THAT THE GOVERNING TERMS AND CONDITIONS SHALL BE THOSE SET FORTH IN THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING BY INSIGHT AND YOU.

### **9. Vendor's Terms of Use – AWS Agreements**

You acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: [AWS Public Sector Access Policy](#).

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ISSUING A PURCHASE ORDER AGAINST THIS AGREEMENT (INCLUDING EXHIBIT A), YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	<hr/> <i>Authorized Representative</i>	By:	<hr/> <i>Authorized Representative</i>
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	