

AWS Academy Terms & Conditions

Last Updated: December 12, 2022

This AWS Academy Program Agreement (the “Academy Agreement”) is entered into between Amazon Web Services, Inc. or Amazon Web Services India Private Limited (if you are participating in the AWS Academy Program operating in or delivered from India) (“AWS,” “we,” “us,” or “our”) and you. The Academy Agreement is made a part of the AWS Customer Agreement (available at <https://aws.amazon.com/agreement/>) or other written agreement governing your use of the Services (the “Customer Agreement”). The Academy Agreement is effective as of the date you click an “I ACCEPT” button or check the box presented with this Academy Agreement (“Effective Date”). If there is a conflict between the Customer Agreement and the Academy Agreement, the Academy Agreement will control. The Customer Agreement and the Academy Agreement contain terms that govern your participation in the AWS Academy Program (the “Program”), described at <https://aws.amazon.com/education/awsacademy/> and its subpages (the “Program Site”). By accepting the terms of the Agreements, you represent to us that: (1) you are lawfully able to enter into them, and (2) if you are entering into them on behalf of an educational institution or entity (“Entity”), you have legal authority to bind that Entity.

1. The AWS Academy Program.

1.1 Program Eligibility. To be eligible for the Program, you must:

- (a) be (or represent) an accredited educational institution and submit a Program application that is approved by AWS (“Member Institution”); or
- (b) be (or represent) an organization with a legally binding agreement with a Member Institution to aid in the delivery of the Program by providing instruction and/or a learning management system (“LMS”) (“Contracted Provider”).

1.2 Member Institution Program Requirements. At all times during your participation in the Program, you must:

- (a) comply with all additional requirements associated with the Program as specified on the AWS Academy Program Site, the AWS Academy Program Guide, the AWS Academy Welcome Letter (together, the “Program Materials”), and the [AWS Acceptable Use Policy](https://aws.amazon.com/aup/) (available at <https://aws.amazon.com/aup/>), which may all be updated from time to time;
- (b) enroll students in the Program and provide students with access (which may include on-line access) to Program curriculum;
- (c) deliver the Program through approved educators who meet the technical competencies described in the Program Materials (including your employees, agents, contractors, or subcontractors) (“Approved Educators”); and

(d) appoint a Program central point of contact (“CPOC”) who will be responsible for communicating with AWS about the Program and ensuring compliance with Program Requirements.

1.3 Contracted Provider Program Requirements. At all times during your participation in the Program, you must:

(a) comply with all additional requirements associated with the Program as specified on the AWS Academy Program Site, in the AWS Academy Program Guide, in the AWS Academy Welcome Letter (“Program Materials”), and in the AWS Acceptable Use Policy (available at <https://aws.amazon.com/aup/>), which may all be updated from time to time;

(b) if providing an LMS to a Member Institution for purposes of delivering Program content, ensure your LMS is compliant with Web Content Accessibility Guidelines (“WCAG”) 2.1 and the Americans with Disabilities Act (“ADA”);

(c) only offer, enroll and deliver the Program to students of a Member Institution in the Program;

(d) when delivering the Program courses, ensure that they are only offered and accessible to enrolled students of a Member Institution behind a firewall or other log-in portal (i.e., you may not make Program courses available or openly accessible through your LMS as a Massive Open Online Course (“MOOC”));

(e) integrate Program content onto your LMS through Learning Tools Interoperability (“LTI”) links provided by AWS that allow students of a Member Institution to launch Program content that resides on AWS’s designated LMS systems (such as Rustici Content Controller, Instructure, Vocareum, and any other site that may be designated by AWS from time to time); and

(f) appoint a CPOC who will be responsible for communicating with AWS and the Member Institution about the Program, as well as ensuring compliance with Program Requirements.

2. License and Restrictions. AWS may give you access to the Program Site, Program Materials, virtual training labs, content, courseware, curriculum and other Program-related tools (collectively “AWS Academy Tools”) via a Program account in your name. AWS gives you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to access, use, and integrate (into your LMS) the AWS Academy Tools. If you are a Contracted Provider, your limited license to AWS Academy Tools is limited to your collaboration with a Member Institution, and does not extend to use, access or integration of the AWS Academy Tools for any other purposes, and you agree that AWS may audit your LMS configuration and website to verify your compliance. You may not modify (except for non-substantive formatting to integrate into your LMS), create derivative works of, resell, or sublicense the AWS Academy Tools.

3. Privacy.

3.1. AWS and Your Personal Information. AWS will treat any personally identifiable information (“Personal Information”) we collect from you as Account Information in accordance with the [AWS Privacy Notice](https://aws.amazon.com/privacy/) (located at <https://aws.amazon.com/privacy/>). Personal Information is information that relates to you individually, including your name, email address, birth date, etc. Information which is de-identified, anonymized, or aggregated such that it no longer relates to an identified or identifiable individual is not Personal Information.

3.2 FERPA. If you are subject to the United States Family Educational Rights and Privacy Act (“FERPA”), AWS acknowledges that, for purposes of this Academy Agreement, you may designate AWS as a “school official” with “legitimate educational interests” in information that is regulated by FERPA and its implementing regulations. AWS will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. You agree that we may share your information with third party Program providers in connection with the administration of, or providing benefits under, the Program. For the avoidance of doubt, you and your end users may use the Program to disclose information to persons other than AWS and AWS will not be responsible for any such disclosure.

4. Term; Termination.

4.1 Term. The Academy Agreement will begin on the Effective Date, and will remain in effect until terminated.

4.2. Termination.

4.2(a) Termination for Convenience. Either party may terminate the Academy Agreement for any reason by giving the other party 30 days’ advance notice of termination.

4.2(b) Termination for Cause. We may terminate the Academy Agreement on less than 30 days’ advance notice if: (i) an earlier termination is needed to comply with law or requests of a governmental entity; or (ii) you materially breach your obligations under the Academy Agreement.

4.3 Effect of Termination. If the parties terminate the Academy Agreement under Section 4.2(a), they agree to a wind-down period (“Wind-down Period”), for up to a maximum of four (4) months. During the Wind-down Period, the parties will cooperate to ensure that then-enrolled Program students will have access to AWS Academy Tools so that they may complete the Program curriculum in its entirety. The Wind-down Period will not extend to students enrolled after any such termination.

Upon termination under 4.2(b), all licenses granted by you or us arising from participation in the Program will immediately terminate, you will immediately cease use of all program benefits as described in the Program Materials (“Program Benefits”), and you will no longer identify yourself or hold yourself out as a Program participant.

5. Representations and Warranties. If you are a Member Institution, you represent and warrant that (a) you will not use AWS Academy Tools in a manner not authorized by this Agreement (e.g., you will not infringe on a third party’s proprietary rights); (b) your participation in the Program will not cause injury to AWS or any third party; (c) you will not

misrepresent or embellish your relationship with AWS; (d) you have exclusive control over all Approved Educators on all labor and employment matters, including those related to wages, fees, taxes, hours, working conditions, and other employment conditions; and (e) you are responsible for any dispute (including any damages award and attorneys' fees) between you and any third party (including an Approved Educator) relating to the Program or your participation in the Program.

6. Contracted Provider Indemnification. If you are a Contracted Provider, you will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning: (a) your or any students' use of the Program courses; (b) breach of the Academy Agreement or violation of applicable law by you or your students; or (c) a dispute between you and any collaborating Member Institution or student. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

7. Miscellaneous.

7.1 Member Institution Publicity and Reference Rights. As a Member Institution, you agree to comply with the Marketing Guidelines set forth in the Program Materials, and to serve as a reference for AWS and the Program. You further agree that AWS may: (a) use your name and organization logo (provided promptly by you to AWS, upon our request) on the Program Site (or AWS site located at <http://aws.amazon.com> and any subpages) and in public announcements, customer lists, commercial presentations, flyers, brochures, newsletters and other marketing collateral (the "Items"); and (b) reproduce, publish, distribute and translate, for advertising, merchandising and publicity purposes, all or any part of the Items.

7.2 Contracted Provider Publicity and Reference Rights. Unless otherwise agreed to in writing by AWS, any use by a Contracted Provider of the Program logo or name on your LMS, and in any marketing materials, must include the name of your collaborating Member Institution, and must align with that Member Institution's permitted use of the logo and Program name as provided under the Marketing Guidelines set forth in the Program Materials. You agree to serve as a reference for AWS and the Program, and further agree that AWS may with your prior written approval: (a) use your name and organization logo (provided promptly by you to AWS, upon our request) on the Program Site (or AWS site located at <http://aws.amazon.com> and any subpages) and in the Items; and (b) reproduce, publish, distribute and translate, for advertising, merchandising and publicity purposes, all or any part of the Items.

7.3 Entire Agreement; English Language. The Academy Agreement (including any terms incorporated by reference herein) represents the entire agreement between you and us regarding the subject matter of the Program. If we provide you with a translation of the

Academy Agreement, the English language version of the Academy Agreement will control if there is any conflict.