

AWS Generative AI Accelerator

Terms and Conditions

These AWS Generative AI Accelerator Terms & Conditions (these “Terms”) contain the terms and conditions that govern your participation in AWS Generative AI Accelerator (the “Program”) and are an agreement between Amazon Web Services, Inc. and its affiliates (“AWS,” “we,” “us,” or “our”) and you or the company or entity you represent (“you”). These Terms take effect when you check the box presented with these Terms or when you first receive any Program benefits, whichever is earlier. If you are an individual acting on your own behalf, you represent to us that you are lawfully able to enter into contracts, and if you are entering into these Terms for a company or entity, such as the company you work for or own, you represent to us that you have legal authority to bind that company or entity.

1. Program

1.1 Application. You are encouraged to apply to the Program if your company meets the following minimum criteria: (A) has one or more chief executive officer co-founder(s) - who, alone or in the aggregate, own a majority (51% or more ownership) of the Company, (B) your company has not raised more than a Series A round of financing and is no more than five years old; (C) your company is a technology or technology-enabled startup and uses cloud services; (D) your startup has a product or solution already built and underway that is aimed at a sizable market; (E) your startup shows signs of early revenue; (F) your company has a chief technology officer or technology lead; and (G) you have completed the Program application available at <https://aws.amazon.com/startups/accelerators/generative-AI> (“AWS Site”) before 11:59 PM ET on July 19, 2024. The following organizations are not eligible to participate in the Program: (V) any government agency, public administration, or political organization, (W) businesses engaged in any illegal activity, (X) businesses who have employees of AWS or its affiliates in leadership positions, (Y) entities listed on the U.S. Department of the Treasury’s Sanctions List, and (Z) businesses located in Cuba, Iran, North Korea, Russia, or Syria. Businesses located in China are not eligible for this Program but may apply to a separate program at <https://aws.amazon.com/cn/campaigns/startup-loft-accelerator/>. To apply to the Program, you must be at least 18 years of age, and participating startups must be registered to do business in the country(ies) where the Program is offered. If selected to participate in the Program, in order to remain in the Program, participating startups must be able to attend in-person Program cohort activities at their own expense (unless otherwise notified) and participate in the virtual meetings whenever they are scheduled. You are required to complete all mandatory fields of the application; incomplete entries will not be accepted as valid. If you are selected to participate in the Program, you will be notified by August 29, 2024 at the email address you provided in your application. By completing and submitting your application, you confirm that you have read, understand, and agree to be bound by these Terms and the decisions of AWS and the selection committee during the application period; that you satisfy all eligibility requirements; and that you are willing to engage with AWS in undergoing a due diligence process if selected during the application period. Submitting an application through the AWS Site does not constitute admission into the Program, and AWS may accept or reject any Program application in its sole discretion. For the avoidance of doubt, participation in this Program does not authorize you to resell or sublicense our services, any materials or content you receive from AWS, or the services of any third party. AWS reserves the right to declare ineligible any applicant if, in its sole judgement, the applicant has not complied with these terms and conditions, has engaged in any conduct that is detrimental or unfair to AWS or any other entrant, fails to fulfill the company due diligence process, or otherwise fails to meet the Program criteria.

1.2 Reapplication. If you are not selected for the Program, you may reapply to this or any other accelerators organized by AWS. If you are selected for the Program and receive any of the Program benefits, as outlined in Section 1.4, you may be deemed ineligible to be selected for any substantially similar accelerators organized by AWS in the future.

1.3 Participation. If you are accepted into the Program, you must meet all Program requirements as described by AWS, including workshop attendance, exercise completion, office hours attendance, and pitch practices and presentations to be considered a participant of the Program. To the extent the

Program includes any in-person trainings, workshops, or other events, AWS will provide advance notice of any travel expenses it will cover on your behalf. All other expenses are the responsibility of the participating team. If traveling for in-person events, it is your responsibility to make appropriate travel arrangements including gathering required documentation ahead of time. IF YOU FAIL TO MEET PROGRAM REQUIREMENTS, AS DESCRIBED BY AWS, AWS, IN ITS SOLE DISCRETION, MAY TERMINATE YOUR PARTICIPATION IN THE PROGRAM AT ANY TIME. If you want to leave the Program early, for any reason, you must provide notice to awsaccelerator@amazon.com and your participation in the Program will be immediately terminated.

1.4 Program Benefits. As part of your participation in the program, you will be eligible to receive up to \$1 million U.S.D. in AWS Promotional Credits. You must qualify for and be accepted into the AWS Activate program to register for these credits. You may also receive certain benefits from time-to-time as determined in AWS's sole discretion and as described on the AWS Site (e.g., usage of the AWS Free Tier). Such benefits may be subject to their own terms and conditions. All Program benefits you receive are personal to you (i.e., you individually if you are acting on your own behalf, or the company or entity you represent). You may not sell, license, rent, or otherwise transfer any Program benefits.

1.5 Third-Party Offers. As part of your participation in the Program, you may have access to offers made available by third parties to members of the Program ("Third Party Content"). If you choose to participate in a third-party offer through the Program, you consent to AWS's disclosure of any information you provide to us in connection with the Program, including your name, email address, and contact information, to the third party making such offer available. The seller of record for such Third-Party Content will be the entity offering or selling the Third-Party Content, and such the seller of record may specify separate terms and conditions and privacy policies for the use of its Third-Party Content. AWS is not a party to the transaction between you and any third party who makes Third Party Content available to you, and if there are separate terms for the Third-Party Content, AWS will not be a party to those terms. AWS IS NOT RESPONSIBLE FOR THIRD PARTY CONTENT AND HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF ITEMS ADVERTISED, THE TRUTH OR ACCURACY OF THIRD-PARTY CONTENT OR LISTINGS, OR THE ABILITY OF SELLERS TO OFFER THE THIRD-PARTY CONTENT.

1.6 AWS Promotional Credits. Program participants may be eligible for AWS Promotional Credits, including AWS Activate credits (see 1.4). To receive AWS Activate credits, participants must separately apply to the AWS Activate program and meet the eligibility and participation requirements of the AWS Activate program, as governed by the terms and conditions (<https://aws.amazon.com/activate/terms>). Participation in the AWS Generative AI Accelerator does not guarantee the receipt of AWS Promotional credits or acceptance into the AWS Activate program.

1.7 Your Conduct, Safety, and Security. You and your employees and agents will at all times comply with the code of conduct located at <https://aws.amazon.com/codeofconduct/> (and any successor or related site designated by us), as may be updated from time to time (the "AWS Code of Conduct"). We reserve the right, at our sole discretion, to ask you to leave the Program if your behavior causes us concern for the safety or security of Program attendees.

1.8 Termination. Either you or we may terminate your participation in the Program at any time, by giving the other party notice of termination. If your participation in the Program is terminated for any reason: (a) all licenses granted by you or us arising from your participation in the Program will terminate; (b) you will immediately cease use of all Program benefits and forfeit any Program benefits including any AWS Promotional Credits granted or that have not yet been provided to you by AWS; (c) you will no longer identify yourself or hold yourself out as a Program participant; and (d) you will not be eligible to reapply for the Program.

1.9 Fees. There is no fee to participate in the Program. However, participants are responsible for travel-related expenses that are not covered by AWS as a condition of participation. In the event a participant experiences a medical emergency or accident during the Program, the participant agrees to cover all medical-related costs. Participation in certain optional Program benefits may require fees, which will be

posted on the AWS Site ahead of time. You agree to pay such fees if you participate in those Program benefits. Unless explicitly stated otherwise in these Terms, all fees paid to AWS in connection with the Program will be non-refundable, including without limitation, if your participation in the Program is terminated for any reason by you or us. In addition, all use of AWS services beyond the scope or after expiration of any Program benefits, including without limitation all use exceeding the limits of any Program benefits, will be subject to the standard fees applicable to such AWS services.

1.10 Taxes. Each party will be responsible for paying all applicable taxes and other governmental fees, charges, penalties, interest, and additions to such taxes that are imposed on that party upon or with respect to the transactions and payments under these Terms. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes (“Indirect Taxes”). AWS or its contractor may collect Indirect Taxes from you, unless you furnish AWS with a properly completed exemption certificate or a direct payment permit certificate for which AWS or its contractor may claim an available exemption from Indirect Tax.

2. Your Information

2.1 Privacy Notice. We handle your information in accordance with the AWS privacy notice located at <https://aws.amazon.com/privacy/> (and any successor or related locations designated by us), as it may be updated from time to time (the “AWS Privacy Notice”). You consent to our collection, use, and disclosure of all information you provide when registering for the Program in accordance with the AWS Privacy Notice. Your contact information will be used to send details and announcements to you related to the Program or AWS products and services, including information about events and training opportunities, invitations to participate in surveys and research opportunities, promotional offers, and other information supporting your efforts to develop solutions using AWS services.

2.2 Materials. You grant AWS, its affiliates, and its independent contractors the right to record, film, photograph, and capture your voice and image in any media while participating in the Program (the “Recordings”). You grant to AWS and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate, solely in connection with a Program directory, customer lists, commercial presentations, flyers, brochures, newsletters, promotional collateral regarding the Program and similar resources, all or any part of the Recordings and your Materials. We may make reasonable changes or alterations to the Recordings or the Materials. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. “Materials” means your name, website, general contact information and any trademark, service mark, trade name, other proprietary logo or insignia, URL, domain name, or other source or business identifier that you provide to us and any other content that you provide to us in connection with the Program.

3. Disclaimers

THE PROGRAM AND ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE PROGRAM ARE PROVIDED “AS-IS.” WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE PROGRAM (INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). WE DO NOT GUARANTEE AN INCREASE IN REVENUE OR CUSTOMERS FOR YOUR COMPANY OR THAT YOU WILL RECEIVE FUNDING FROM ANY THIRD PARTIES. WE ARE NOT AUTHORIZED TO, AND ACCORDINGLY WE CANNOT, PROVIDE ANY REGULATED FINANCIAL SERVICE AS PART OF THE PROGRAM IN ANY JURISDICTION, AND NOTHING WE DO SHOULD BE CONSTRUED AS THE PROVISION OF SUCH A SERVICE. IN PARTICULAR, BUT WITHOUT LIMITATION, THIS MEANS THAT WE ARE NOT GENERALLY ABLE TO ARRANGE OR FACILITATE, OR PROVIDE ADVICE TO POTENTIAL INVESTORS IN RELATION TO, INVESTMENT IN, OR FINANCING OF, YOU, OR THE COMPANY OR ENTITY YOU REPRESENT. YOU SHOULD ALWAYS SEEK APPROPRIATE ASSISTANCE FROM DULY LICENSED INDEPENDENT PROFESSIONAL ADVISERS IN RELATION TO ANY SUCH INVESTMENT OR FINANCING.

4. Limitation of Liability

NEITHER WE NOR ANY OF OUR AFFILIATES WILL BE LIABLE TO YOU UNDER THESE TERMS OR IN RELATION TO THE PROGRAM FOR ANY (i) LOSS OF DATA, PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, (ii) INVESTMENTS, EXPENDITURES OR COMMITMENTS BY YOU RELATED TO THE PROGRAM, OR (iii) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES. THE AGGREGATE LIABILITY OF US AND ANY OF OUR AFFILIATES ARISING IN CONNECTION WITH THE PROGRAM WILL NOT EXCEED \$100.

5. Miscellaneous

5.1 Waiver. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time.

5.2 Severability. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

5.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

5.4 Governing Law. The laws of the State of Washington, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

5.6 Indemnity

To the extent permitted by law, you will indemnify, hold harmless, and defend us, our affiliates, and our directors, officers, employees and agents, from and against any and all third party claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs of litigation, directly arising out of or related to your participation in the Program, including without limitation, claims related to breach of your obligations, representations, and warranties under these Terms (including any failure on your part to procure necessary Authorizations required for you to participate in the Program).

5.7 Modifications to these Terms. We may modify these Terms at any time by posting a revised version on the AWS Site or by otherwise providing notice to you. The modified terms will become effective upon posting or providing notice to you. By participating in the Program after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

5.8 Relationship of the Parties

Each Party is an independent contractor, and these Terms will not be construed to create a partnership, joint venture, agency, employment, franchisee agreement, or any other relationship between the Parties. Neither Party will have the authority to enter into any agreement on the other Party's behalf, in its name, or otherwise bind the other Party to any agreement or obligation. These Terms are intended for the benefit of the Parties and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.9 Use of AWS Content and AWS Services

AWS or its affiliates may give you access to Program materials and other Program-related tools (collectively "**Program Tools**"). You agree that your use of the Program Tools (including any use of AWS

Content) is governed by the Intellectual Property License available at <https://aws.amazon.com/legal/aws-ip-license-terms/>. AWS or its affiliates gives you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to access, use, and integrate the Program Tools. You may not modify (except for non-substantive formatting), create derivative works of, resell, or sublicense the Program Tools

5.10 Intellectual Property

The Parties agree that it is not the intent of the Parties to jointly develop or jointly create any intellectual property under or in connection with the Program. AWS or its affiliates may develop materials consisting of documents and diagrams or other content (“**Developed Materials**”) for you as part of the Program. All materials or information provided by AWS relating to or otherwise in connection with the Program, including any Developed Materials, and any intellectual property rights contained therein, are the property of AWS. Any Developed Materials provided to you by AWS as part of the Program is licensed under the Creative Commons Share Alike 4.0 license (CC-BY-SA 4.0). Any materials or information that you own or license from a third party and provide to AWS for the purposes of the Program are “**Your Materials**”. If you choose to provide AWS access to Your Materials, then you will ensure that you have adequate rights and permissions to do so. Subject to any nondisclosure agreement in effect between you and AWS, you acknowledge that AWS has the right to make, use, sell, offer for sale, and import, and copy, reproduce, modify, make, derivative works, display, and perform services and products of AWS and its affiliates that are similar to or related to the Developed Materials.

5.11 Confidentiality

You will not share any of your confidential information with AWS in connection with or as part of your participation in the Program. AWS is not responsible for information (whether compensation, retention, or disclosure) provided by you as part of your participation in the Program. You agree the existence of the Program, your participation in the Program, and the terms and conditions of your participation in the Program, constitutes confidential information of AWS. You will not communicate with the press or public about your participation in the Program, including any advertisements or promotional materials published in connection with the marketing of any course(s) under the Program (“**Publicity**”) without: (a) the prior written consent of AWS and, (b) in the event of such consent, AWS’s review and approval in writing of the content of such Publicity. You represent and warrant that any Publicity you issue will comply with all applicable laws.