

Amazon WorkSpaces Thin Client Device Terms of Use

Last Updated: October 25, 2024

This is an agreement between the purchaser of an Amazon WorkSpaces Thin Client device ("you") and Amazon.com Services LLC (with its affiliates, "Amazon," "us" or "we"). Please read these Amazon WorkSpaces Thin Client Device Terms of Use, the Amazon.com Privacy Notice (www.amazon.com/privacy), the Amazon.com Conditions of Use (<https://www.amazon.com/conditionsofuse>), and the other applicable rules, policies, and terms available at www.aws.amazon.com/workspaces/thin-client/terms/ (collectively, this "Agreement") before activating, provisioning or using an Amazon WorkSpaces Thin Client device. By activating, provisioning or using an Amazon WorkSpaces Thin Client device, you agree to be bound by the terms of this Agreement on behalf of yourself and others who use an Amazon WorkSpaces Thin Client device under your AWS Account. If you do not accept the terms of this Agreement, then you may not activate, provision or use an Amazon WorkSpaces Thin Client device, and you may return it in accordance with the applicable return policy.

For the purpose of these Amazon WorkSpaces Thin Client Device Terms of Use:

"Thin Client Device" means an Amazon WorkSpaces Thin Client device, together with any included hardware accessories for an Amazon WorkSpaces Thin Client device.

"AWS" means Amazon Web Services, Inc.

"AWS Account" means a unique AWS account provided solely to you for purposes of using the AWS Service Offerings.

"AWS Agreement" means the AWS Customer Agreement (available at <https://aws.amazon.com/agreement/>) or other agreement with AWS governing your use of the AWS Service Offerings.

"AWS Service Offerings" means the Services or Service Offerings as defined in the AWS Agreement.

"AWS Site" means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

"End User" means an end user of your Thin Client Device or Your Products.

"Other Services" means the Software, support, and other services (other than AWS Service Offerings) that we provide to you as the purchaser of the Thin Client Device and your End Users.

"Personal Information" means any personal information you provide to us or collect from End Users, including without limitation audio recordings, names, e-mail addresses, and other personal information of End Users.

"Software" means all software we make available to you for use on or with a Thin Client Device.

“Suggestions” means all suggested improvements to the Thin Client Devices, AWS Service Offerings, or Other Services.

“Your Products” means your applications, products, or services that incorporate, connect to, or are used in conjunction with Thin Client Devices.

1. License and Restrictions

a. Permitted Uses and Limited License. Subject to your compliance with this Agreement, and your payment of any applicable fees: (i) you may use Thin Client Devices for your own evaluation, testing, and business purposes; and (ii) Amazon grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Software solely on or in conjunction with Thin Client Devices for the purposes of enabling you and your End Users to use Thin Client Devices and access the AWS Service Offerings in the manner permitted by this Agreement and the AWS Agreement, respectively. All rights not expressly granted to you in this Agreement are reserved and retained by Amazon or its licensors.

b. Restrictions and Additional Software Terms. Except as expressly permitted in writing by Amazon with respect to Software used in Thin Client Devices only, you may not reverse engineer, decompile, disassemble, remove, disable, tamper with, or bypass any components, features, mechanisms or protocols of the Software (except to the extent applicable law does not allow this restriction). You may not incorporate any portion of the Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in section 1a.), modify, create derivative works of, distribute, assign any rights to, or license the Software in whole or in part. You may not use the Software: (i) to perform or promote activities that are illegal; (ii) to violate or infringe the intellectual property, proprietary, or other rights of others; or (iii) in ways that may be harmful to others or to Amazon’s operations or reputation. From time to time, we may apply upgrades, patches, bug fixes or other maintenance to the Software (“Maintenance”). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about. We may initiate over the air (OTA) firmware updates to the Thin Client Devices without prior notice to you. If you are a U.S. Government customer, we are licensing the Software to you as a “commercial item” as that term is defined in the Federal Acquisition Regulation (FAR) (see 48 C.F.R. § 2.101), and the rights we grant you to the Software are the same as the rights we grant to all others under this Agreement. For the avoidance of doubt, this Agreement is a “commercial license” under the FAR. In the event of any conflict between this Agreement and any other Amazon or third-party terms applicable to any portion of the Software, such as open-source license terms, such other terms will control as to that portion of the Software and to the extent of the conflict.

c. Software Ownership. Amazon or its affiliates maintain all rights in the Software and is not selling, renting, leasing, or transferring any ownership, intellectual or other rights in the Software to you. You will not, and will not purport to, assign, grant, or transfer the Software or any interest in the Software to any individual or entity, and any such purported assignment, grant or transfer is void. Without limiting the foregoing, you will not (or attempt to), and will not permit or authorize third parties to (or attempt to), circumvent or disable any features or measures in the Software. You acknowledge that the Thin Client Devices may be equipped with tamper monitoring.

2. Services. Use of certain features of the Thin Client Device requires access to AWS Service Offerings. When you register for and use an AWS Account, your use of the AWS Service Offerings in connection with Thin Client Devices will be governed by the AWS Agreement. Your use of any Other Services in connection with Thin Client Devices is subject to any additional rules, policies, and terms that apply to those Other Services.

3. Thin Client Devices

a. Shipping. We will ship the Thin Client Devices that you have purchased to the shipping address you have designated.

b. Internet and Wireless Connectivity. Your Thin Client Device may require an Internet connection or data plan from a third-party provider in order to use some features. In such cases, your Internet connection or data plan is subject to the fees, restrictions, terms and limitations imposed by your provider.

c. Availability. Some Other Services may be unavailable, vary (by device or geography, for example), be offered for a limited time, or require separate subscriptions. In addition, if your Thin Client Device requires wireless data services and is located in an area where it cannot access such services, you may not be able to use some or all of the AWS Service Offerings, Other Services, or other features of your Thin Client Device. We are not responsible for the unavailability of wireless data services or any corresponding loss of AWS Service Offerings or Other Services.

d. Governmental Charges. You are responsible for payment of all customs, duties, taxes, tariffs and any other governmental charges in connection with Thin Client Devices being shipped to or from us.

e. Device Damage or Loss. Unless covered under the [One-Year Limited Warranty](#) for Thin Client Devices, you are responsible for any damage to, or loss of, a Thin Client Device after delivery to you.

f. Security Measures. YOU ARE SOLELY RESPONSIBLE FOR APPLYING APPROPRIATE SECURITY MEASURES TO YOUR DATA AND YOUR USE OF THIN CLIENT DEVICES, INCLUDING ENCRYPTING SENSITIVE DATA AND NOT ALLOWING UNAUTHORIZED ACCESS TO THE THIN CLIENT DEVICES OR ANY ACCESSORY.

g. Sale and Delivery of Devices. Thin Client Devices may not be available for sale in, or delivery by us into, certain jurisdictions. After delivery by Amazon to you (or your designated End User), you are responsible for complying with all applicable data protection, import, re-import, export, and re-export control laws, including any applicable license requirements, and country-specific sanctions programs. You are responsible for serving as the exporter and importer of record (as applicable) for your data, software, or technology, and you accept that AWS will not participate in the export or import procedure.

h. Compliance with Laws, Rules, and Regulations. You are responsible for identifying and complying with any legal and regulatory requirements, approvals, qualifications, or certifications that may be required to import or use the Thin Client Devices in your jurisdiction. You will comply with all laws, rules, and regulations applicable to your purchase and/or use of the Thin Client Devices.

4. General

a. Information Provided to Others. You are responsible for any information you provide to others, using a Thin Client Device. Use of information you provide to these third parties will be subject to any privacy notice or other terms that they may provide to you.

b. Your Use of Personal Data. If you process the personal data of End Users or other identifiable individuals in your use of a Thin Client Device or Other Services, you are responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. You represent to us that you have provided all necessary privacy notices and obtained all necessary consents. You are responsible for processing such data in accordance with applicable law.

c. Suggestions. If you or your End Users provide any Suggestions, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

d. Changes to Services; Amendments. We may change, suspend, or discontinue the AWS Service Offerings or Other Services, or any part of any of them, from time to time. We will provide you at least 12 months' prior notice before discontinuing a material functionality of an AWS Service Offering or Other Service that you are using, or materially altering a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 12 month notice period (i) would pose a security or intellectual property issue to us or the AWS Service Offerings or Other Service, (ii) is economically or technically burdensome, or (iii) would cause us to violate legal requirements. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the AWS Site. Your continued use of Thin Client Devices after the effective date of the revised Agreement constitutes your acceptance of the terms.

e. Termination. Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. Amazon's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

f. Disputes. Any dispute or claim relating in any way to your use of a Thin Client Device or Other Services will be adjudicated in the state or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and venue in these courts.

g. Applicable Law. By using the Thin Client Device or Other Services, you agree that applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Amazon. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

h. Indemnification. You will defend, indemnify, and hold harmless Amazon, our licensors, and our and their respective employees, officers, directors, contractors, and assigns against all claims, damages, losses, liabilities, and expenses arising out of or relating to any claim concerning: (i) your or your End Users' use of Thin Client Devices or Other Services, (ii) your breach of any provision of this Agreement, including any act or omission of your End Users, or (iii) Your Products (individually, a "Claim" and collectively, the "Claims"). You will not consent to the entry of any judgment or settle any Claims without our prior written consent. You will use counsel reasonably satisfactory to us to defend any Claims. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations).

i. Disclaimer of Warranties and Limitation of Liability. TO THE FULL EXTENT PERMISSIBLE BY LAW AND UNLESS OTHERWISE SPECIFIED IN WRITING: (A) THIN CLIENT DEVICES AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIN CLIENT DEVICES OR OTHER SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THIN CLIENT DEVICES OR THE OTHER SERVICES ARE ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) THIN CLIENT DEVICES AND OTHER SERVICES ARE NOT INTENDED FOR USE IN, OR IN ASSOCIATION WITH, THE OPERATION OF ANY HAZARDOUS ENVIRONMENTS OR CRITICAL SYSTEMS OR WHERE THE FAILURE OF THIN CLIENT DEVICES OR OTHER SERVICES COULD LEAD TO SERIOUS BODY INJURY OR DEATH OR CAUSE ENVIRONMENTAL OR PROPERTY DAMAGE, AND YOU ARE SOLELY RESPONSIBLE FOR LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY SUCH USE; (D) YOUR USE OF THIN CLIENT DEVICES AND THE OTHER SERVICES IS AT YOUR SOLE RISK; (E) WE AND OUR LICENSORS WILL NOT BE

LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIN CLIENT DEVICES OR THE OTHER SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES AND LOST PROFITS, LOST DATA AND LOST REVENUE; AND (F) IN NO EVENT WILL OUR OR OUR LICENSORS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THIN CLIENT DEVICES OR OTHER SERVICES EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT YOU ACTUALLY PAID FOR THE THIN CLIENT DEVICE.

j. Contact Information. For help with your Thin Client Devices, AWS Service Offerings, Other Services, or resolving other issues, please contact Customer Support at <https://aws.amazon.com/contact-us/>.