

Standard Service Agreement between AWS Customer and Data Labeling Services Provider:

Data Labeling Services provided on or through the marketplace operated by AWS located at <http://aws.amazon.com/marketplace> (as it may be updated from time to time, the “**AWS Marketplace**”) will be governed by the terms and conditions below (the “**Standard Service Agreement**”) and any additional terms and conditions agreed to, in writing, by the applicable AWS customer (the “**Customer**”) and the applicable data labeling services provider (the “**Provider**”) (the “**Customized Service Agreement**,” together with the Standard Service Agreement, the “**Service Agreement**”).

1. **Data Labeling Services.** Provider is the seller of, and is solely responsible for the performance of, the Data Labeling Services. “**Data Labeling Services**” mean services and related deliverables fulfilled by Personnel that Provider desires to make (or has made) available to Customers through the AWS Marketplace.
2. **Task Output.** The Customer owns all right, title, and interest in and to all Task Output created by Provider and Provider’s Personnel (defined below) in connection with the applicable Data Labeling Service. All copyrightable aspects of the Task Output will be considered “works made for hire,” and the Provider hereby expressly disclaims any interest in any of them. To the extent that any Task Output does not constitute work made for hire under applicable copyright laws, Provider grants the Customer an exclusive, royalty-free, worldwide, transferable, perpetual right to fully exploit without restriction any Task Output. “**Task Output**” means the task-related deliverable provided by Provider to the Customer for fulfillment of the applicable Data Labeling Service (e.g., text translated into Spanish for a Data Labeling Service involving translation of English text into Spanish).
3. **Mutual Responsibility.** Each party agrees that it will interact with the other party in a professional and courteous manner.
4. **Provider Responsibility.**
 - 4.1. Provider agrees time is of the essence in connection with its creation and delivery of the Data Labeling Services and Task Output. Further, Provider agrees that it will diligently perform the Data Labeling Services in (a) accordance with the Customer’s request and industry standards; (b) a competent and professional manner; and (c) compliance with applicable laws and regulations.
 - 4.2. Provider will prominently display on its AWS Marketplace detail page (a) its full legal entity name and location; (b) the location of Provider’s Personnel performing Data Labeling Services; and (c) the name and location of any subcontractors Provider uses in connection with the Data Labeling Services. Any deviation from this information will be subject to mutual agreement between Provider and Customer. “**Provider’s Personnel**” means Provider’s employees or individual independent contractors who perform Data Labeling Services.
 - 4.3. Provider represents and warrants that Task Output is original (or based on Task Input, defined below), it will not add any third-party materials to the Task Output, and it has all necessary authority, right, power, and capacity to deliver the Task Output under the Service Agreement and, to Provider’s knowledge, the Customer’s use of the Task Output (excluding Task Input) as contemplated by the Service Agreement does not and will not infringe upon, violate or misappropriate any intellectual property or other proprietary rights of any other party.
5. **Customer Responsibility.**
 - 5.1. Customer agrees that (a) it will provide the Task Input necessary for the Provider to provide the Data Labeling Services; (b) it will not reject Data Labeling Services or Task Output delivered without (i) good cause; (ii) specifying a reason for the rejection; and (iii) affording Provider an opportunity to cure any nonconformities; and (c) payment is refundable at Provider’s discretion. “**Task Input**” means the task-related data provided by the Customer to enable Provider to perform the applicable Data Labeling Service (e.g., text in English for a Data Labeling Service involving translation of English text into Spanish).

- 5.2. Customer represents and warrants that it has all necessary authority, right, power, and capacity to provide the Task Input to Provider in connection with the Data Labeling Services.

6. Indemnification; Limitation of Liability.

- 6.1. Each party will defend, indemnify, and hold harmless the other party, and their respective directors, officers, employees, and representatives against any third-party claim to the extent based on, with respect to Provider, the Task Output (excluding Task Input) and related Data Labeling Services, and with respect to the Customer, the Task Input.
 - 6.2. **IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOSS OF PROFITS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THE SERVICE AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY; AND (B) EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES UNDER THE SERVICE AGREEMENT EXCEED FIVE TIMES (5X) THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THE SERVICE AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM.**
7. **Confidentiality.** PROVIDER MAY USE CUSTOMER CONFIDENTIAL INFORMATION ONLY IN CONNECTION WITH THE PERFORMANCE OF THE DATA LABELING SERVICES. PROVIDER WILL TAKE ALL REASONABLE MEASURES TO AVOID DISCLOSURE, DISSEMINATION OR UNAUTHORIZED USE OF CUSTOMER CONFIDENTIAL INFORMATION, INCLUDING, AT A MINIMUM, THOSE MEASURES PROVIDER TAKES TO PROTECT ITS OWN CONFIDENTIAL INFORMATION OF A SIMILAR NATURE. "CUSTOMER CONFIDENTIAL INFORMATION" MEANS (A) ALL NON-PUBLIC INFORMATION DISCLOSED BY THE CUSTOMER, (B) TASK INPUT PROVIDED BY THE CUSTOMER, AND (C) TASK OUTPUT.
 8. **Pricing.** All fees and payment terms are governed by, and subject to, the AWS Marketplace payment terms located at <http://aws.amazon.com/marketplace/help/buyer-payment>. Neither party will request or accept payments for the Data Labeling Services outside of the AWS Marketplace.
 9. **Cancellation.** The Customer may cancel or suspend Data Labeling Services immediately for any reason via the "Your Account" section of the Customer's AWS account. Provider may cancel or suspend Data Labeling Services for any reason upon 15 days' written notice to the Customer. Upon any such cancellation or suspension by either party, Provider will cease providing the Data Labeling Services, and the Customer will only be liable to pay for Data Labeling Services and Task Output provided or already in-progress prior to such cancellation or suspension.
 10. **Miscellaneous.** If there is a conflict between the Standard Service Agreement and the Customized Service Agreement, and the Customized Service Agreement explicitly states that it intends to modify the conflicting term(s), the Customized Service Agreement controls. Otherwise, the Standard Service Agreement will control. The Service Agreement must be consistent with AWS's terms for use of any Service Offerings (as defined in the [AWS Customer Agreement](#)) offered by AWS that are used with the Data Labeling Services, and such terms will control to the extent of any conflict. AWS is not a party to the Service Agreement for any Data Labeling Services. Each party acknowledges and agrees that (a) the Service Agreement does not create a partnership, joint venture, employment, or other joint-employment relationship between them; and (b) AWS has no responsibility or liability with respect to the Data Labeling Services. If there is no Customized Service Agreement between the Customer and Provider, these terms will constitute the entire Service Agreement between the Customer and Provider relating to the applicable Data Labeling Services.