



1. AWS TERMS.

1.1 AUDIT. If required by a governmental agency that regulates Client in connection with the AWS Services (“**Regulator**”) to confirm Client’s compliance with applicable Laws, FIS will cause AWS to allow Regulator to confirm the Client’s compliance with applicable Laws administered by Regulator by performing an on-site visit as described in this Section (“**Visit**”). Upon reasonable advance written notice of not less than 16 business days (or such shorter notice period if directed by the Regulator), AWS will allow Regulator to conduct a Visit of an agreed AWS site used to provide the AWS Services, solely to assist Regulator in confirming whether Client’s use of the AWS Services is in compliance with such applicable Laws, provided that: (a) Regulator will only conduct the Visit if the Client’s compliance is not possible to be assessed using any information provided to Regulator and there is no other way to assess that the Client is in compliance with applicable Laws; (b) the Visit is performed during AWS’ normal business hours and occurs at a time reasonably specified by AWS and is conducted in a manner to cause minimal disruption to AWS’ business operations; (c) no more than 2 representatives of Regulator who can be either certified auditors or senior management may participate in the Visit, while under the supervision of AWS personnel, and the Visit will be conducted in accordance with AWS’ standard policies. Upon reasonable advance written notice of not less than 12 business days (or such shorter notice period if directed by the Regulator), Regulator will provide AWS with details about the individuals who will represent Regulator during the Visit, including the relevant individuals’ names and details of their professional qualifications. AWS reserves the right to refuse any individual if AWS, in its sole discretion, has reason to believe that such individual’s participation in the Visit may pose a risk for AWS, its affiliates or its customers; (d) the Visit relates solely to observing the physical security and environmental controls relating to the AWS Services as described in the most recent AWS Service Organization Controls 1 (SOC1), Type 2 report (or its equivalent as determined by AWS); and (e) Regulator does not (i) view any AWS information that is related to other customers of AWS (including, operational metrics, policies or SOC1 testing documentation), or (ii) interact with data center or power equipment in a way that may interfere with performance or could otherwise pose a risk to the service offerings, AWS’ systems or the systems or content of any third party, in each case as determined by AWS in its sole discretion. Client shall reimburse FIS for any costs charged by AWS in connection with any such Visit. Client shall take reasonable steps to ensure that any information Regulator gains access to during a Visit is treated as confidential.