

## AWS Marketplace Rider to WGEO Terms & Conditions of Sale

### 1. AWS Marketplace.

- a. This Rider shall only apply where Buyer (as Channel Partner) purchases Products from WGEO (as ISV) via the AWS Marketplace for Resale to End Customers. Where used in this Rider:
- i. **"Amazon"** means Amazon Web Services, Inc. and its affiliates (including APE).
  - ii. **"Amazon Payments Service"** means payment processing services, and related products, provided by APE under the brand "Advanced Payments APIs Service" pursuant to the APEUA.
  - iii. **"APE"** means Amazon Payments Europe s.c.a.
  - iv. **"APEUA"** means the Amazon Payments Europe User Agreement and any other applicable terms, conditions, acceptable use and other policies, and privacy and other notices relating to the Amazon Payments Service from time to time.
  - v. **"AWS Marketplace"** means the curated digital catalogue and online platform operated by Amazon.
  - vi. **"AWS Marketplace Terms and Conditions"** means the terms and conditions, acceptable use and other policies, and privacy and other notices relating to the AWS Marketplace from time to time.
  - vii. **"Channel Partner"** means a consulting partner or channel partner registered on the AWS Marketplace and authorised by an ISV to Resell to End Customers.
  - viii. **"End Customer"** means the Channel Partner's end business customer.
  - ix. **"EULA"** means the end user licence agreement between the Channel Partner and the End Customer.
  - x. **"ISV"** means an independent software vendor registered on the AWS Marketplace.
  - xi. **"Merchant Account"** means an e-money merchant account governed by the APEUA.
  - xii. **"Resale"** means the purchase of goods and service for onward supply including the sublicense of software (and **"Resell"** and **"Resold"** shall be construed accordingly).
- b. Buyer:
- i. agrees to comply at all times with (A) the APEUA, and (B) the AWS Marketplace Terms and Conditions, and shall indemnify, defend and hold harmless WGEO for all loss, damage, cost and expense suffered or incurred by WGEO or any affiliate resulting from any act or omission of Buyer in relation to the APEUA and/or the AWS Marketplace Terms and Conditions;
  - ii. authorises APE to act as payment agent, which shall include APE deducting fees due pursuant to the APEUA in relation to the Resale of Products;
  - iii. agrees and accepts that WGEO does not provide any part of the Amazon Payments Service or the AWS Marketplace and that WGEO disclaims all liability and responsibility of any nature whatsoever to Buyer or any of its affiliates or End Customers for the Amazon Payments Service and/or the AWS Marketplace;
  - iv. acknowledges that Amazon (A) processes (and appoints sub-processors of) personal data including (without limit) personal data provided by Buyer under and pursuant to the APEUA and/or the AWS Marketplace Terms and Conditions, and (B) may exercise rights and remedies under the APEUA and/or the AWS Marketplace Terms and Conditions which may impact or affect Buyer, such as the exercise of Amazon's right to terminate;
  - v. warrants and represents that Buyer and each End Customer is not acting (and will not act) as a consumer (as defined by applicable law) in relation to the supply and Resale of the Products; and
  - vi. shall be responsible (and shall indemnify, defend and hold harmless WGEO) for the acts and omissions of each End Customer and for the credit risk on the Resale of Products to each End Customer, and shall at all times be in good standing in its capacity as a Channel Partner and/or the operator of a Merchant Account.
- c. Where this Rider applies, the other Clauses comprising these Conditions shall be interpreted by WGEO in its reasonable discretion to give effect to the Resale of Products via the AWS Marketplace including (without limit) as they apply to the issue and acceptance of Purchase Orders, delivery of and risk in the Products, invoicing and payment, Product returns and refunds, and the fulfilment of other obligations relating to the supply of the Products and, where thought fit, WGEO may issue an update to these Conditions from time to time to better accommodate such transactions including (without limit) following any update to the APEUA and/or the AWS Marketplace Terms and Conditions from time to time.
- d. Where requested by WGEO, Buyer will include in its EULA such additional terms and conditions as may be reasonably required by WGEO in relation to Products to be Resold via the AWS Marketplace. Further, Buyer shall provide all reasonable support and assistance to WGEO to enable it to fulfil its obligations under the APEUA and/or in relation to the AWS Marketplace including (without limit) the AWS Marketplace Terms and Conditions.