

**SPECIAL ADDENDUM
TO THE CLOUD SERVICES RESELLER AGREEMENT
FOR AMAZON WEB SERVICES**

By signing below, you, Cloud Service Reseller (“you” or “CSR”), acknowledge and agree to abide by the terms and conditions contained in this Special Addendum (“Addendum”) to the Cloud Services Reseller Agreement (the “Agreement”) executed between you and Distributor, regarding resale of the Authorized AWS Services provided by Amazon Web Services, Inc. (“Cloud Services Provider” or “CSP”) and sold to you by Westcon Group Pty Limited, including any of its affiliates and subsidiaries (“Distributor”). Any prior terms and conditions of sale or agreements currently in effect between you and Distributor, including, but not limited to, the Agreement, all of which are incorporated herein by reference, shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Addendum and any prior terms and conditions of sale, this Addendum shall prevail. This Addendum is in addition to, and does not replace or modify, any Documentation provided in connection with the Authorized AWS Services. This Addendum shall be deemed effective as of the date last signed below (“Effective Date”). CSR and Distributor hereby agree as follows:

1. **Authorization.** Distributor authorizes CSR to sell the Authorized AWS Services to End Users in the Territory via Reseller Accounts in compliance with the terms of the Agreement and, unless otherwise agreed in writing by Distributor, solely as part of a Reseller Solution. CSR accepts this authorization. CSR will only sell the Authorized AWS Services to End Users in the Territory via Reseller Accounts in compliance with the terms of the Agreement and, unless otherwise agreed in writing by Distributor, solely as part of a Reseller Solution.
2. **Scope of Appointment, Removal of Territory.** Subject to the terms of this Addendum, and unless otherwise agreed by Distributor, CSR confirms that its principal office and business operations are located in Australia or New Zealand. CSR acknowledges that CSP or Distributor may, in its sole discretion upon giving prior written notice to CSR, remove: (a) any state or territory from the Territory authorized hereunder; (b) CSR, authorized under the terms of CSP’s AWS Valued-Added Reseller Agreement with Distributor (the “CSP Agreement”); or (c) any Reseller Solution from the scope of CSR’s authorization under this Addendum. If CSP or Distributor removes a state or territory, CSR will not open any new Reseller Accounts for End Users located in the designated state or territory. However, CSR will not be required to close any Reseller Accounts previously opened for End Users located in the designated state or territory, except where CSP or Distributor determines it is necessary to comply with the law or where CSP no longer permits resale of the Services generally. If CSP or Distributor removes CSR, CSR will immediately cease the sale of Authorized AWS Services. If CSP or Distributor removes a Reseller Solution from the scope of CSR’s authorization under this Addendum, CSR will immediately stop offering or selling the designated Reseller Solution to End Users.
3. **Limitations.** CSR will only sell Authorized AWS Services to entities that purchase Authorized AWS Services for its internal use, not for sale to a third party. CSR agrees not to sell the Authorized AWS Services to any federal or state government entity (including wholly owned government corporations) without Distributor’s prior written consent.
4. **CSR Conduct.** Consistent with industry best practices, CSR will at all times conduct its activities in a professional and competent manner. CSR will: (a) comply with all applicable laws, regulations and orders of any governmental authority in its performance of this Agreement and resale of the Authorized AWS Services; (b) promote the Authorized AWS Services in a manner that maintains the good name and reputation of both CSP and the Authorized AWS Services; and (c) not engage in any illegal, false or deceptive acts or practices with respect to its business activities.
5. **CSR Support.**
 - (a) **General.** CSR will provide knowledgeable assistance to End Users and potential End Users regarding the Authorized AWS Services.
 - (b) **Complaints.** CSR will promptly investigate and report to Distributor all complaints received by CSR about the Authorized AWS Services. In handling any complaints about the Authorized AWS Services (including a Reseller Solution), CSR will use commercially reasonable efforts to maintain and promote good public relations for CSP.

- 6. Compliance with Guidelines.** CSR will order Authorized AWS Services from Distributor and set up Reseller Accounts in accordance with the applicable requirements and procedures of the Reseller Service Terms, the Agreement, and other guidelines issued by CSP from time to time.
- 0. CSR and End-User Agreements.** CSR will have an agreement in place with each of its End Users, governing the End Users' use of and access to the Authorized AWS Services (the "End User Agreement"). CSR will ensure that the terms and conditions of the End User Agreement are consistent with the terms of this Addendum, the Services Agreement, and the AWS Customer License Terms. CSR will include a clause substantially in the form of the following in the End User Agreement: "By entering this Agreement, you acknowledge that your use of the Authorized AWS Services is subject to the AWS Customer License Terms, a separate agreement between you and Amazon Web Services Inc., a current version of which is located here <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>." Further, CSR will ensure that End Users expressly agree to the End User Agreement, either by clicking to accept or by signing the End User Agreement (e.g. with the AWS Customer License Terms attached). In addition, CSR will execute an AWS VAR Agreement with CSP.
- 1. End-User Notices.** CSR will promptly forward to each End User any notice it receives regarding the Authorized AWS Services that may affect that End User, including notices of a service interruption, a service suspension, termination of a Reseller Account or a notice of violation of the AUP, including notices pursuant to the Digital Millennium Copyright Act.
- 2. No Representations.** CSR will not make any representations, warranties or guarantees to End Users, or any other third party with respect to the specifications, features, or capabilities of any Authorized AWS Services on behalf of CSP that are inconsistent with the service information provided by CSP or Distributor, including all warranties and disclaimers contained in such service information.
- 12. Training.** CSR will provide appropriate and professional training to its employees for the proper use of the Authorized AWS Services.
- 13. Customer List.** CSR will provide to Distributor the name and contact information (contact name, telephone number and email address) of each End User and the AWS account ID associated with the Reseller Account for each End User. This information will be used to enforce the AWS Customer License Terms and in connection with misuse or suspected misuse of the Services by the End User, account monitoring and any transition pursuant to Section 20 of this Addendum.
- 14. Advertising Materials.** CSR represents, warrants, and covenants that (a) it will not hold itself out as an agent or representative of CSP, and (b) all Advertising Materials will, in all material respects, comply with the AWS Advertising Guidelines, the requirements of the Agreement, the Service Terms and with any sample approved by CSP.
- 13. Non-Disparagement.** CSR will not at any time disparage CSP or its affiliates or any of their products or services (including the Authorized AWS Services), or portray CSP or its affiliates or any of their products or services (including the Authorized AWS Services) in a false, competitively adverse or poor light.
- 16. Use of AWS Marks.** CSR will include the "Powered by Amazon Web Services Logo" (in one of the forms displayed in the Trademark Use Guidelines) in a clearly visible location on its webpages that describe the Reseller Solution to indicate that the Reseller Solution is powered by the Services. CSR's use of the "Powered by Amazon Web Services Logo" will comply with the Trademark Use Guidelines and trademark license available at <http://aws.amazon.com/trademark> guidelines.
- 17. Termination.**
- (a) Termination for Convenience.** Distributor may terminate this Addendum for any reason by providing the other party 90 days advance written notice.
- (b) Termination for Cause.**
- i. By Either Party.** Either party may terminate this Addendum for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

ii. **By Distributor.** In addition to its termination rights under the Agreement, Distributor may terminate this Addendum immediately upon written notice if (A) CSR commits a felony or engages in any unlawful or unfair business practice; (B) there is a material change in or transfer of CSR's management, ownership, control or business operations, or CSR becomes affiliated, through common management, ownership or control with any Entity that is unacceptable to CSP or Distributor; (C) CSR's actions expose or threaten to expose CSP or Distributor to any liability, obligation or violation of law; (D) CSR breaches the Services Agreement or the Services Agreement terminates; (E) Distributor or CSP determines use of the Services by CSR or End-Users, or Distributor or CSR's provision of any of the Services has become impractical or unfeasible for any legal or regulatory reason; or (F) CSR has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of CSR's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

18. **Effect of Notice of Termination.** Upon any notice of termination under Section 17(a) or (b), CSR will not open any new Reseller Accounts, provided that if notice of termination is delivered under Section 17(b)(i), the foregoing restriction will continue to apply only until the defaulting party has cured the material default or breach pursuant to Section 17(b)(i).

19. **Effect of Termination.** CSR acknowledges that in the event of any termination of this Addendum, or the CSP Agreement:

- (i) all of CSR's rights under this Addendum immediately terminate, except as set forth in Section 19(iv) hereof;
- (ii) CSR remains responsible for all fees and charges incurred by Reseller Accounts through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
- (iii) CSR shall immediately provide Distributor the name and contact information (email address and telephone number) of each End User and the AWS account ID associated with the Reseller Account for each End User, in order to allow CSP to contact CSR and End Users to help ensure a smooth transition of Reseller Accounts post-termination, and to help ensure that CSR and End Users have access to their data stored on CSP; and
- (iv) in addition to any payment obligations in the Agreement, the following sections will continue to apply in accordance with their terms after termination of this Addendum: 19 (Effect of Termination), 20 (Transition Period), 22 (Indemnity), and 23 (Import and Export Compliance).

20. **Transition Period.**

- (a) **General.** CSR will use commercially reasonable efforts to provide affected End Users advance notice of termination of this Addendum. In the event of any termination: (i) CSR will cooperate with Distributor to facilitate the orderly and seamless transition and migration of End Users from Distributor to CSP or to another Authorized AWS Reseller; and (ii) the parties shall cooperate to develop a transition plan and schedule for transition.
- (b) **Termination for Convenience Transition Period.** In the event that this Addendum is terminated pursuant to Section 17(a), the parties will cooperate to develop a transition plan at least 30 days prior to the effective date of termination (the Transition Period).
- (c) **Termination for Cause Transition Period.** In the event that this Addendum is terminated pursuant to Section 17(b), CSP may continue to provide the Authorized AWS Services to Customers during the 30 day period following the effective date of termination, provided CSR remains in compliance with the Agreement, the parties agree on a transition plan, and Distributor has sufficient assurances and financial guarantees to ensure payment in accordance with the Agreement.

21. **AWS Marks.** Distributor grants to CSR a nontransferable, nonexclusive right during the term of this Addendum to use the AWS Marks in and on the Advertising Materials only in accordance with the AWS Advertising Guidelines and in the forms designated by CSP and the right to use the AWS Marks during the term as necessary to offer and sell the Authorized AWS Services to End Users. The foregoing right is subject to

CSR's compliance with the terms of this Addendum (including the AWS Advertising Guidelines), and each right granted under this Section is subject to CSR's compliance with the AWS Advertising Guidelines. Distributor or CSP may revoke the foregoing right immediately upon notice to CSR of any noncompliance with the AWS Advertising Guidelines. CSR will not state or otherwise give the impression that CSP has certified or endorses any Reseller Solution. All goodwill arising out of CSR's use of the AWS Marks will inure to the sole benefit of CSP and its affiliates.

22. Indemnity

22.1 Indemnification of Distributor. In addition to the indemnification rights set forth in the Agreement, CSR will defend, indemnify, and hold harmless Distributor, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third party claim concerning: (a) a Reseller Solution (except to the extent caused by the Authorized AWS Services); (b) sale of the Authorized AWS Services by CSR in a manner not authorized by the Agreement; (c) a breach by CSR of any of its obligations, representations or warranties under the Agreement; (d) a violation by CSR of any law, rule or regulation pertaining to the performance of the Agreement; (e) false or misleading sales, marketing or promotional materials, terms, warranties or related information regarding the Authorized AWS Services provided by CSR, or CSR's failure to meet any promises, warranties, policies or guidelines that it provided in relation to the Authorized AWS Services; (f) the infringement of any intellectual property rights of any third party by any promotional or marketing materials developed or created by or on behalf of CSR; or (g) taxes, fees, interest or penalties imposed on CSP or Distributor as a consequence of the resale of the Services by CSR.

23. Import and Export Compliance. In connection with the Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, CSR is solely responsible for compliance related to the manner in which CSR or End Users choose to use the Authorized AWS Services, including any transfer and processing of Reseller Content, the provision of Reseller Content to third parties, and the CSP region in which any of the foregoing occur.

24. CSP Resold Premium Support. Under the CSP Resold Premium Support program (the "Program"), CSR acknowledges that CSP will provide CSP Resold Premium Support directly to CSR or End Users at the Business or Enterprise subscription level in accordance with the CSP Support Guidelines available at <http://aws.amazon.com/premiumsupport> and <https://s3.amazonaws.com/ChannelResellerProgram/ResoldPremiumSupport.pdf> (or any successor URLs as advised by CSP), as such guidelines may be updated by CSP from time to time. In connection therewith, Distributor will have no obligation to handle initial CSR or End User contact for support issues under the Program. For purposes of this Addendum, the Program is included in the definition of Authorized AWS Services under the Agreement.

25. Definitions. When used in this Addendum, the following terms have the meanings specified below:

"Advertising Materials" shall mean, collectively, any promotional, marketing, advertising materials or other materials, related to or used in connection with any CSR's sale of the Authorized AWS Services that include references to the Authorized AWS Services or use of AWS Marks.

"AUP" shall mean the Amazon Web Services Acceptable Use Policy, currently available at <http://aws.amazon.com/aup/>, as it may be updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

"Authorized AWS Services" shall mean the then-current list of Services that CSR is authorized by CSP to sell, currently available at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/Authorized+AWS+Services.pdf> as the list may be updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

"Authorized AWS Reseller" shall mean a reseller of Services with which CSP has an agreement in place authorizing the resale of Services.

“AWS Advertising Guidelines” shall mean the Trademark Use Guidelines and other advertising guidelines currently available at _____ mean the then-current list of Services that CSR is authorized by CSP to sell, currently available at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/Authorized+AWS+Services.pdf> as they may be made updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

“AWS Customer License Terms” shall mean the customer license terms currently located at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf> as they may be updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

“AWS Marks” shall mean any trademarks, service marks, service or trade names, logos, and other designations of CSP and its affiliates that CSP may make available to Distributor in connection with the CSP Agreement.

“AWS VAR Agreement” shall mean the AWS VAR Agreement between CSP and CSR in a form provided by CSP or Distributor, on CSP’s behalf. CSP may update this form at any time in its sole discretion.

“Content” shall mean software (including machine images), data, text, audio, video, images or other content.

“Entity” shall mean any natural person, corporation, limited liability company, partnership, trust, governmental authority or other entity or body, corporate or incorporate, whether or not having distinct legal personality.

“Losses” shall mean any claims, damages, losses, liabilities, costs and expenses (including attorneys’ fees).

“Reseller Account” shall mean a CSP account, set up as described in the Reseller Service Terms, through which the Authorized AWS Services are provided to an End-User.

“Reseller Content” shall mean Content Distributor, CSR or End User (a) runs on the Authorized AWS Services, (b) causes to interface with the Authorized AWS Services, or (c) uploads to the Authorized AWS Services under a Reseller Account or otherwise transfers, processes, uses or stores in connection with a Reseller Account.

“Reseller Service Terms” shall mean the Reseller Service Terms currently available at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/Reseller+Service+Terms.pdf>, as they may be updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

“Reseller Solution” means a solution that combines the Authorized AWS Services with one or more products or services offered by Distributor to CSR or End Users.

“Services” shall mean the web services made available by CSP, including the web services described in the Service Terms.

“Service Terms” shall mean the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, and such Service Terms may be updated, from time to time, by CSP and may be made available on any successor or related site designated by CSP.

“Services Agreement” shall mean the agreement located at <http://aws.amazon.com/agreement/>, or such other agreement by and between CSP and Distributor under which Distributor is authorized to use the Services.

“Trademark Use Guidelines” shall mean the guidelines located at <http://aws.amazon.com/trademark-guidelines/>, as they may be updated by CSP from time to time, and as may be made available on any successor or related site designated by CSP.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

WESTCON GROUP PTY LIMITED

[INSERT CSR NAME]

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date: