

AWS Distribution Seller Agreement

(Cover Page)

This AWS Distribution Seller Agreement (this “**Agreement**”) is effective as of the effective date (“**Effective Date**”) specified on this cover page (“**Cover Page**”), and is entered into by and among Amazon Web Services, Inc. (“**AWS, Inc.**”), any affiliate of AWS, Inc. that is a signatory on this Cover Page (together with AWS, Inc. “**AWS**”), and the distribution seller specified on this Cover Page (“**Distribution Seller**”). Defined terms used in this Agreement with initial letters capitalized have the meanings set forth in Section 10 or elsewhere in this Agreement.

Distribution Seller:	●●●INSERT DISTRIBUTION SELLER NAME●●●
Effective Date:	The first day of the month following the latest of the signature dates below.
Distribution Seller Point of Contact:	Name: ●●●INSERT CONTACT NAME●●● Email: ●●●INSERT EMAIL ADDRESS●●● Phone: ●●●INSERT PHONE NUMBER●●●
Distributor:	●●●INSERT DISTRIBUTOR NAME●●●

In consideration of the mutual promises contained in this Agreement, AWS and Distribution Seller agree to the terms of this Agreement as of the Effective Date.

<p>AMAZON WEB SERVICES, INC.</p> <p>By: _____ Name: _____ Title: _____ Signature Date: _____</p> <p>Address:</p> <p>410 Terry Avenue North Seattle, WA 98109-5210 Attention: AWS General Counsel Fax: 206-266-7010</p>	<p>Distribution Seller Name: ●●●INSERT DISTRIBUTION SELLER NAME●●●</p> <p>By: _____ Name: _____ Title: _____ Signature Date: _____</p> <p>Address:</p> <p>_____ _____ Attention: _____ Fax: _____</p>
<p>AMAZON WEB SERVICES EMEA SARL</p> <p>By: _____ Name: _____ Title: _____ Signature Date: _____</p> <p>Address:</p> <p>38 avenue John F. Kennedy L-1855 Luxembourg Attention: AWS General Counsel Fax: 352 2789 0057</p>	



1. AWS Distribution Seller Program.

1.1 Authorization. AWS authorizes Distribution Seller to resell Authorized Services to Sellers or to End Customers in the Territory, using Program Accounts and solely as part of a Solution.

1.2 Distribution Seller Resale Models. There are two resale models for resale under this Agreement, described in Sections 1.3 and 1.4. Distribution Seller is only authorized for the resale model(s) authorized with respect to Distributor.

1.3 End Customer Account Model. If Distribution Seller is authorized to operate under the End Customer Account Model, then the following provisions apply:

(a) **End Customer Accounts.** End Customer's Services Agreement governs access to and use of the Services under End Customer Accounts, except for fees, payment, pricing, and tax terms for use of the Services, which are superseded by such terms set forth in Distribution Seller's or Seller's (as applicable) agreement with End Customer. Distribution Seller will designate End Customers' AWS accounts as End Customer Accounts pursuant to the Distribution Seller Program Terms.

(b) **Distribution Seller's Agreements with Sellers and End Customers.** Distribution Seller must separately agree, without any involvement of AWS, to terms and conditions with each Seller and End Customer (if applicable) that (i) do not prevent AWS and Distribution Seller from exercising their rights and performing their obligations under this Agreement, and (ii) include fees, payment, pricing, and tax terms for use of the Solution(s). Distribution Seller will not, and will ensure Sellers will not, prevent AWS and End Customer from exercising their rights and performing their obligations under End Customer's Services Agreement and will ensure that each End Customer reviews the information available at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

(c) **AWS Interaction with End Customers.** Distribution Seller acknowledges that AWS has the right to (i) directly communicate and interact with each End Customer without Distribution Seller's participation, and (ii) terminate an End Customer's ability to access and use the Authorized Services in accordance with the terms of End Customer's Services Agreement.

1.4 Distributor Account Model. If Distribution Seller is authorized to operate under the Distributor Account Model, then the following provisions apply:

(a) **Distributor Accounts.** Distributor's Services Agreement governs all access to and use of the Services under Distributor Accounts.

(b) **End Customers' Access to and Use of Services.** Distribution Seller is permitted to provide Sellers and End Customers with access to and use of Authorized Services via Distributor Accounts solely in accordance with the Distribution Seller Program Terms and the agreement under which Distributor resells the Authorized Services to Distribution Seller.

(c) **Seller's Agreements with End Customers.** Distribution Seller will ensure its agreement with each Seller and End Customer (if applicable) and each Seller's agreement with the Entity to which Seller resells Authorized Services (i) are consistent with the terms of the agreement under which Distributor resells the Authorized Services to Distribution Seller and (ii) do not prevent AWS and Distribution Seller from exercising their rights and performing their obligations under this Agreement.

(d) **Indemnification of AWS.** Distribution Seller will defend, indemnify, and hold harmless AWS, its Affiliates, and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising from or related to any claim by any End Customer or User under Distributor Accounts.

1.5 Public Sector End Customers. Distribution Seller and Sellers may resell Authorized Services to Public Sector End Customers solely as part of a Solution and only in accordance with any Public Sector Authorization(s) authorizing such resale.

1.6 Distributor's Agreement with AWS. Distribution Seller will not prevent AWS and Distributor from exercising their rights and performing their obligations under the agreement under which Distributor is authorized by AWS to resell the Authorized Services.

1.7 Changes to Distributor. Distribution Seller will not purchase Authorized Services from any Entity other than Distributor. Distribution Seller may change its Distributor, upon 30 days' advance notice to AWS.

2 Distribution Seller Obligations.

2.1 Distribution Seller Program Terms and Conduct. Distribution Seller must, and must ensure Sellers:

(a) meet the applicable requirements in and comply with the Distribution Seller Program Terms;

(b) comply with all applicable laws involving the resale activities and performance under this Agreement;
and

(c) obtain all necessary consents to allow AWS to collect, process, and use any personal data transferred to AWS by Distribution Seller for purposes of this Agreement, the business relationship between AWS and Distribution Seller, or marketing and providing Authorized Services to End Customers, Distribution Seller, and Distributor.

2.2 Authorization of Third Party Disclosure.

(a) With respect to each End Customer that uses Authorized Services that include one or more third-party solutions, AWS may disclose to the applicable third-party solution provider information associated with the End Customer's use of the third-party solution, including information reported to AWS as required by the Distribution Seller Program Terms.

(b) AWS may disclose to Distributor information associated with Distribution Seller's membership in the AWS Partner Network Program.

2.3 No Representations. Distribution Seller will not, and will ensure Sellers will not, (a) make any representations, warranties, or guarantees to Sellers, End Customers, or any other third party with respect to the Authorized Services, or (b) hold itself out as an agent or representative of AWS.

2.4 End Customer Notices. Distribution Seller will ensure any notice it receives regarding the Authorized Services that may affect an End Customer (including (a) notices of a service interruption, a service suspension, the termination of a Program Account, or a violation of the Acceptable Use Policy, or (b) notices pursuant to the Digital Millennium Copyright Act or any other applicable law) is promptly forwarded to such End Customer. Upon AWS's request, Distribution Seller will provide reasonable assistance to Distributor and AWS in connection with removing or disabling access to Distribution Seller Content that violates the Acceptable Use Policy.

3. Advertising and Proprietary Rights.

3.1 Advertising Materials. Distribution Seller will ensure, and will ensure Sellers will ensure, that all Advertising Materials will comply, in all material respects, with this Agreement, including the Distribution Seller Program Terms.

3.2 AWS Marks. AWS grants Distribution Seller a non-transferable, non-assignable, and non-exclusive license during the Term to use the AWS Marks in and on the Advertising Materials only in accordance with the terms of this Agreement, including the Distribution Seller Program Terms. Notwithstanding the foregoing, Distribution Seller may transfer the Advertising Materials to any Seller or agent reselling Authorized Services on behalf of Distribution Seller for such Entity's use in the resale of Authorized Services. AWS may, by giving Notice to Distribution Seller, revoke (in whole or in part) the foregoing license immediately upon any noncompliance with this Agreement. Distribution Seller will ensure that upon such revocation, all Sellers and agents immediately cease use of the affected Advertising Materials. All rights not expressly granted to Distribution Seller in this Section 3.2 with respect to the AWS Marks are reserved by AWS. Distribution Seller agrees that all goodwill arising out of Distribution Seller's, Seller's, or any agent's use of the AWS Marks will inure to the sole benefit of AWS and its Affiliates.

4. Term and Termination.

4.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement.

4.2 Termination.

(a) **Termination for Convenience.** AWS may terminate this Agreement for any reason by providing Distribution Seller at least 90 days' advance Notice.

(b) **Termination for Cause.** AWS may terminate this Agreement immediately upon Notice if:

- (i) AWS determines that Distribution Seller is in material breach of this Agreement;
- (ii) Distribution Seller (A) violates applicable law or (B) exposes or threatens to expose AWS to any material liability;
- (iii) necessary to comply with applicable law or requests of governmental entities; or
- (iv) there is a material change in or transfer of Distribution Seller's management, ownership control, or business operations.

(c) **Automatic Termination.** This Agreement will automatically terminate upon any termination of (a) the agreement under which Distributor resells the Authorized Services to Distribution Seller, or (b) the agreement under which Distributor is authorized by AWS to resell the Authorized Services.

4.3 Notice of Termination. Any Notice of termination of this Agreement must include the Termination Date. Upon any Notice of termination of this Agreement, Distribution Seller will not designate any new Program Accounts.

4.4 Effect of Termination. Upon the Termination Date:

(a) except as provided in Section 4.5(b), all of Distribution Seller's rights under this Agreement and the Distribution Seller Program Terms will immediately terminate; and

(b) Sections 1.4(d), 2.2, 2.3, 2.4, 3, 4.3, 4.4, 4.5, and 5 through 10 will continue to apply in accordance with their terms.

4.5 Transition

(a) Upon Notice of termination of this Agreement or notice of any change in Distributor's authorization that results in an End Customer no longer being able to purchase all Authorized Services from Distribution Seller or a Seller, (i) Distribution Seller will immediately provide to AWS the point of contact name and contact information (including telephone number and email address) and AWS account IDs associated with the Program Accounts for each affected End Customer, in order to allow AWS to contact such End Customers; and (ii) Distribution Seller and AWS will cooperate to develop a transition plan for affected End Customers. Upon End Customer's request, Distribution Seller will cooperate with AWS to facilitate an orderly and seamless transition and migration (A) from Distribution Seller to AWS or to another Entity reselling Authorized Services or (B) to a different resale model (if available), in each case including as appropriate assigning Distributor Accounts to End Customer or to another Entity reselling Authorized Services.

(b) Distribution Seller may continue to provide the Authorized Services to End Customers in accordance with this Agreement during the 30-day period following the Termination Date, provided that (i) Distribution Seller remains in compliance with this Agreement; (ii) a transition plan is agreed between Distribution Seller and AWS; (iii) AWS is satisfied in its sole discretion that it will be paid for those Authorized Services; and (iv) such continued provision of the Authorized Services does not violate law.

5. Indemnification.

5.1 Indemnification of AWS. Distribution Seller will defend, indemnify, and hold harmless AWS, its Affiliates, and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising from or related to:

(a) any third-party claim concerning (i) Distribution Seller's products or services or a third-party's products or services offered by Distribution Seller; (ii) a breach by Distribution Seller of this Agreement; (iii) a violation by Distribution Seller or Seller of any applicable law in Distribution Seller's or Seller's resale activities under this Agreement; (iv) false or misleading Advertising Materials, or Distribution Seller's or Seller's failure to meet any promises, obligations, representations, or warranties that it has made in relation to any Solution; (v) the infringement or misappropriation of any third-party intellectual property rights by any Advertising Materials developed or created by or on behalf of Distribution Seller or Seller; (vi) taxes, fees, interest, or penalties imposed on AWS as a consequence of Distribution Seller's resale of the Services; or (vii) a dispute between Distribution Seller and Distributor, any Seller, or any End Customer; or

(b) any claim by any Seller or Entity reselling Authorized Services on Distribution Seller's behalf.

5.2 Process. AWS will promptly notify Distribution Seller of any claim subject to Section 5.1, but if AWS fails to promptly notify Distribution Seller, this will only affect Distribution Seller's obligations under Section 5.1 to the extent that AWS's failure prejudices Distribution Seller's ability to defend the claim. Distribution Seller may use counsel of Distribution Seller's own choosing (subject to AWS's written consent) to defend against any claim. Distribution Seller will pay the amount of any adverse final judgment or settlement. In no event will Distribution Seller agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of AWS. Distribution Seller will reimburse AWS if AWS incurs reasonable out-of-pocket expenses in helping to defend the claim. AWS may also participate in the defense of the claim at its own expense.

6. Relationship of the Parties.

6.1 Nonexclusive. The rights granted to Distribution Seller under this Agreement are nonexclusive. AWS reserves the right to (a) itself act as a seller of the Authorized Services, and (b) authorize third parties to resell the Authorized Services. Distribution Seller acknowledges and agrees that AWS is not certifying or endorsing, and has no obligation to certify or endorse, any Solution.

6.2 No Revenue Guarantee. Distribution Seller acknowledges and agrees that:

(a) it has no expectation and has received no assurances (i) that its business relationship with AWS or AWS's Affiliates will continue beyond the Term, (ii) that any investment by it in connection with this Agreement will be recovered or recouped, or (iii) that it will obtain any anticipated amount of profits or revenue; and

(b) it will not have or acquire by virtue of this Agreement or otherwise any vested, proprietary, or other right in the promotion of any products or services provided by AWS or AWS's Affiliates or in any goodwill created by its efforts.

6.3 Independent Contractors; Non-Exclusive Rights. AWS and Distribution Seller are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither AWS nor Distribution Seller, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

7. Warranties and Warranty Disclaimers.

7.1 Mutual Warranties. Distribution Seller and AWS each represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, and (c) its performance hereunder does not breach any other agreement to which it is bound.

7.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES, AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE AUTHORIZED SERVICES, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE AUTHORIZED SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING DISTRIBUTION SELLER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

8. Limitations of Liability. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO DISTRIBUTION SELLER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF AWS OR ITS AFFILIATES OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF DISTRIBUTION SELLER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, (D) UNAVAILABILITY OF THE AUTHORIZED SERVICES, OR (E) INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY DISTRIBUTION SELLER RELATED TO THIS AGREEMENT.

9. Miscellaneous.

9.1 Nondisclosure. AWS Data and the terms of this Agreement are not publicly known and will not be disclosed by you.

9.2 Trade Compliance and Anti-Bribery.

(a) **Trade Compliance.** In connection with the Agreement, Distribution Seller will comply with (and will cause any Seller to comply with) all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Distribution Seller is solely responsible for its and Sellers' compliance with applicable laws related to the manner in which the relevant Entity chooses to use, provide, and resell the Authorized Services, including under the Distributor Account Model (i) the transfer and processing of Distribution Seller Content, (ii) the provision of Distribution Seller Content to Sellers, End Customers, and Users, and (iii) specifying the AWS region in which any of the foregoing occur. Distribution Seller represents that Distribution Seller and Sellers, the entities that own or control Distribution Seller and Sellers, and the financial institutions used to pay AWS under this Agreement (if any), are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

(b) **Anti-Bribery.** Distribution Seller acknowledges, and will cause Sellers to acknowledge, Amazon.com's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Distribution Seller will not (and will ensure Sellers will not) violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performance under this Agreement (or with respect to Sellers, in connection with their resale of Authorized Services). AWS may immediately terminate or suspend performance (in whole or in part) under this Agreement if Distribution Seller or Seller breaches this Section 9.2(b). During the Term and for two years afterward, Distribution Seller will maintain, and will cause Sellers to maintain, true, accurate, and complete books and records concerning any payments made to another party (including to AWS) by Distribution Seller under this Agreement or, with respect to Sellers, in connection with their resale of Authorized Services. During the Term and for two years afterward, Distribution Seller will ensure that AWS and its designated representatives may inspect Distribution Seller's or Seller's books and records to verify such payments.

9.3 Notice.

(a) **General.** Except as otherwise set forth in Section 9.3(b), to give notice under this Agreement, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Agreement or addressed to the address of the other party listed on the Cover Page to this Agreement, or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) **Electronic Notice.** AWS may provide notice to Distribution Seller: (i) under Section 2.4 by (A) sending a message to the email address then associated with at least one Solution Provider Account (or such other email address as agreed upon by the parties), or (B) posting a notice on the AWS Site and (ii) under Section 3.2 by sending a message to the email address then associated with at least one Solution Provider Account (or such other email

address as agreed upon by the parties). Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

9.4 No Third-Party Beneficiaries. Except as set forth in Sections 5 and 1.4(d), this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

9.5 Assignment. Neither AWS nor Distribution Seller may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other; except that Distribution Seller or AWS may assign or otherwise transfer this Agreement without the consent of the other (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization, or (c) in the case of AWS, with respect to specific Program Accounts, to an Affiliate. Effective upon such assignment or transfer, subject to the assignee/transferee's consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement and the assignor/transferor is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

9.6 Force Majeure. Except for payment obligations, no party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

9.7 Governing Law; Venue. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Authorized Services or this Agreement will only be adjudicated in a state or federal court located in King County, Washington. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, AWS may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of AWS's, its Affiliates', or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

9.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS or Distributor provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

9.9 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice signed by the waiving party to be effective.

9.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

9.11 Entire Agreement; Conflict. This Agreement is the entire agreement between Distribution Seller and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Distribution Seller and AWS, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

9.12 Counterparts and Facsimile Delivery. This Agreement may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

10. Definitions. When used in this Agreement, the following terms have the meanings specified below:

“Acceptable Use Policy” means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Account Information” means information about End Customer that End Customer provides to AWS in the creation or administration of a Program Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with a Program Account.

“Advertising Materials” means, collectively, any promotional, marketing, advertising, or other materials, related to or used in connection with a Solution that include references to the Authorized Services or AWS or use any AWS Marks.

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

“APN” means AWS Partner Network.

“APN Partner Central” is the APN section of the AWS Site available only to APN partners, located at <https://aws.amazon.com/partners/apn-portal/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Authorized Services” means the Services that Distribution Seller is authorized by AWS to resell, as set forth at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/Solution+Provider+Program+List+of+Services.pdf> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“AWS Customer Agreement” means AWS’s standard user agreement located on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“AWS Data” means (a) Program Account numbers; (b) usage data, log-in credentials and private keys, and encryption keys related to Program Accounts; (c) information about End Customers that End Customers provide to AWS in the creation or administration of Program Accounts (including names, usernames, phone numbers, email addresses, and billing information); (d) AWS Network data; (e) sales data; and (f) other nonpublic information regarding the sale or use of Authorized Services.

“AWS Marks” means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Distribution Seller in connection with this Agreement.

“AWS Network” means AWS’s data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS’s control and are used to provide the Services.

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

“Content” means software (including machine images), data, text, audio, video, or images.

“Distribution Seller Content” means any Content that Distribution Seller, any Seller, any End Customer, or any User transfers to AWS for processing, storage, or hosting by the Services in connection with a Program Account and any computational results that Distribution Seller, any Seller, any End Customer, or any User derive from the foregoing through its use of the Services. For example, Distribution Seller Content includes Content that Distribution Seller, any Seller, any End Customer, or any User stores in Amazon Simple Storage Service. Distribution Seller Content does not include Account Information.

“Distribution Seller Program Terms” means the information, obligations, and requirements for Sellers, set forth at <https://partnercentral.awspartner.com/sfc/#version?selectedDocumentId=0690L000004lvPL> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Distributor” means the Entity set forth in the “Distributor” area on the Cover Page (as may be updated by Distribution Seller in accordance with this Agreement), who is authorized by AWS to purchase Authorized Services from AWS for resale, including to Distribution Seller, into a territory where Distribution Seller is located.

“Distributor Account” means Distributor’s AWS account, designated as a Distributor Account in accordance with the Distribution Program Terms, through which Authorized Services are provided by Distributor.

“Distributor Account Model” means the resale model described in Section 1.4.

“Distributor’s Services Agreement” means the AWS Customer Agreement, or other written agreement by and between AWS and Distributor governing Distributor’s access to and use of the Services.

“EEA” or **“European Economic Area”** means the signatory nations to the Treaty on European Union and the Agreement on the European Economic Area, as it may be amended from time to time. For purposes of this Agreement, the EEA also includes Switzerland.

“Effective Date” has the meaning set forth on the cover page.

“End Customer” means an Entity who purchases Authorized Services from Distribution Seller or a Seller for its internal use, not for sale to a third party.

“End Customer Account” means an End Customer’s AWS account, designated as an End Customer Account in accordance with the Distribution Seller Program Terms, through which Authorized Services are provided by Distribution Seller or Seller to such End Customer.

“End Customer Account Model” means the resale model described in Section 1.3.

“End Customer’s Services Agreement” means the AWS Customer Agreement, or other written agreement by and between AWS and End Customer governing End Customer’s access to and use of the Services.

“Entity” means 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” means any damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees).

“Notice” means any notice provided in accordance with Section 9.3.

“Program Accounts” means End Customer Accounts and Distributor Accounts.

“Public Sector Authorization(s)” means the terms and conditions of one or more authorization agreements subject to this Agreement that relate to Distribution Seller’s resale of Authorized Services to Public Sector End Customers. Public Sector Authorizations authorizing such resales to Public Sector End Customers located outside the EEA and Turkey will only be provided at AWS’s discretion. A Public Sector Authorization for Public Sector End Customers located within the EEA or Turkey (if the EEA or Turkey are included in the Territory) will be provided upon Distribution Seller’s request.

“Public Sector End Customer” means an End Customer that is an agency, organization, or other Entity that is within (or is substantially owned, funded, managed or controlled by):

(a) the executive, legislative, or judicial branches of any government within the U.S. (federal, state or local) and its territories; or by any other country’s government at any level;

(b) a quasi-governmental Entity (such as the World Bank);

(c) an international governing/regulatory body (such as an EU institution);

(d) a publicly funded institution (such as a college, university, or hospitals); or

(e) a higher-tier prime contractor, consultant, or other Entity working in support of the foregoing.

All requirements and restrictions in this Agreement relating to End Customers also apply to Public Sector End Customers, unless provided otherwise in a Public Sector Authorization.

“**Seller**” means an Entity that resells Authorized Services that were resold by Distribution Seller.

“**Service**” means each of the services made available by AWS or its Affiliates for which an Entity may register via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

“**Service Terms**” means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“**Solution**” means the combination of Authorized Services with one or more products or services offered by Distribution Seller.

“**Solution Provider**” means Distribution Seller.

“**Solution Provider Account**” means Distributor Account.

“**Term**” means the term of this Agreement as described in Section 4.1.

“**Termination Date**” means the effective date of termination provided in a Notice in accordance with Section 4.

“**Territory**” means the territory or territories where End Customers may be located, as authorized with respect to Distributor.

“**Third-Party Content**” means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

“**User**” means any individual or entity that directly or indirectly through another user (a) accesses or uses Distribution Seller Content or (b) otherwise accesses or uses the Services under a Program Account. The term User does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under a Program Account.

11. Special Provisions for Certain Jurisdictions. Notwithstanding anything to the contrary contained in this Agreement:

11.1 Country-Specific Requirements. If the Distribution Seller is located in Bangladesh, Colombia, Egypt, Guatemala, Kuwait, Netherlands, Pakistan, Russia, Thailand, the United Arab Emirates, or Uruguay, then the following provisions apply:

(a) **Governing Law.** The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention on the International Sales of Goods will not apply.

(b) **Disputes.** Any controversy, dispute or claim arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by international arbitration under the Rules of the American Arbitration Association which are incorporated by reference into this clause. The seat, or legal place, of arbitration will be King County, Washington, United States of America, and the arbitration will be conducted under the substantive law of the State of Washington. The language to be used in the arbitral proceedings will be English. Arbitration will be conducted by three arbitrators. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of

competent jurisdiction for any actual or alleged infringement of the other party's or any third party's intellectual property or other proprietary rights.

11.2 Country-Specific Requirements – Colombia. If the Distribution Seller is located in Colombia, then the following additional provision applies:

(a) **Acknowledgement and Waiver by Distribution Seller.** Each party is independent for all legal purposes, and each party acknowledges and agrees that it was not forced to enter into this Agreement. Distribution Seller acknowledges and agrees that it freely negotiated the terms of this Agreement and that both it and its affiliates have enough economic stability and strength to negotiate and discuss the terms of this Agreement in conditions of equality. Moreover, Distribution Seller hereby expressly acknowledges and agrees that any kind or type of remuneration it receives from the performance of this Agreement (a) constitutes its sole and exclusive compensation in connection with this Agreement, and (b) will be deemed to include, and be an advance of, any commercial severance payment or compensations that might be due to Distribution Seller, in accordance with any law applicable to this Agreement. As Distribution Seller finds the economic and legal terms of this Agreement to be fair, acceptable and profitable from a business viewpoint and taking into account its costs structure, it hereby forever waives any right to receive upon termination any compensation or indemnification. In particular, Distribution Seller, in the legitimate exercise of contractual freedom and private autonomy, under the guidelines of good faith, hereby waives and renounces the right to receive any kind of severance payment established in any law deemed to be applicable to this Agreement.

11.3 Country-Specific Requirements – Guatemala. If the Distribution Seller is located in Guatemala, then the following additional provisions apply:

(a) **Expenses.** The following is added as the second to last sentence in Section 11.1(b) (“Disputes”):

“The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties.”

(b) **Term.** Section 4.1 (“Term”) of this Agreement is deleted and replaced with the following:

“**Section 4.1. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect for a term of three months. This Agreement will be automatically renewed for consecutive terms of three months, provided Distribution Seller or AWS does not provide Notice to the other of the decision not to renew the Agreement at least thirty calendar days prior to the expiration of the initial term or any renewal term. The Distribution Seller and AWS agree and understand that such communication of the decision not to renew will not be based on a specific cause, and the party's unilateral decision will be sufficient cause for non-renewal of the contractual term. Subject to the terms of this Agreement, in case of non-renewal, the terminating party will not be liable for compensation or indemnification to the other party as a result of non-renewal. Any Notice of non-renewal of this Agreement by Distribution Seller or AWS to the other must include a Termination Date.”