

**CSR SPECIFIC ADDENDUM : AMAZON WEB SERVICES**  
**Last update of this document: May, 2024**

By signing the CLOUD SERVICES RESELLER TERMS AND CONDITIONS (also referred to as "Terms and Conditions"), you, as a Cloud Services Reseller ("You" or "Reseller" or "CSR") acknowledge and agree to be bound by the terms and conditions contained in this CSR Specific Addendum: Amazon Web Services ("Specific Addendum") to the Terms and Conditions in connection with the resale of the Cloud services defined below provided by Amazon Web Services, including its affiliates and subsidiaries ("AWS" or "Amazon") and sold to you, through a cloud service provider platform (also referred to as "SIE", "StreamOne" or "Platform"), by TD SYNEX Contracting Party specified in Schedule I of the Terms and Conditions ("Distributor" or "TD SYNEX"). Prior terms and conditions of sale or agreements between the CSR and Distributor currently in effect, including but not limited to the CLOUD SERVICES RESELLER TERMS AND CONDITIONS or Distributor's standard Terms and Conditions of Sale, the CSR's credit application or any other valid agreement with Distributor (collectively the "Agreement"), which are incorporated herein by reference, remain in full force and effect and legal effect. Capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Terms and Conditions and the documents comprising the Agreement. In case of conflict between the Specific Addendum and the Terms and Conditions or any document that integrates the Agreement, the provisions of this Specific Addendum shall prevail. This Specific Addendum is supplemental to the Terms and Conditions accepted by the CSR and does not replace or modify any Documentation provided in connection with the Services. This Specific Addendum shall be deemed effective as of the date the CSR signs the Terms and Conditions, ("Effective Date"). The CSR and Distributor agree as follows:

**Scope.** Under TD SYNEX's Seller Program for AWS Distribution (the "Program"), You may purchase AWS Services for Your internal use and sale to Your customers (the "Customer" or "End User"). The applicable terms and conditions set forth in this Addendum shall be governed by the following: (i) the CLOUD SERVICES RESELLER TERMS AND CONDITIONS entered into between You and TD SYNEX (the "Terms and Conditions"); and (ii) the AWS Distribution Seller Agreement entered into between You and Amazon Web Services, LLC (the "AWS Distribution Seller Agreement"). The documents referred to herein are incorporated by reference into this Specific Addendum, including those listed under the heading Documentation.

1. **Definitions.** The following defined terms shall have the meanings set forth below with respect to this Addendum and the documents exchanged by the parties hereto. Unless otherwise defined in this Addendum, capitalized terms shall have the same meaning.

"**AWS**" or "**Amazon**" means the web services offered by Amazon Web Services, LLC (AWS).

"**AWS Distribution Seller Agreement**" means the binding agreement between Reseller and AWS authorizing Reseller to participate in the Program.

"**Customer**" or "**End User**" means any natural person or entity to whom You sell a Service through SIE.

"**Account**" means the business arrangement entered into between TD SYNEX and Reseller or a Customer in the form as configured in SIE.

"**AWS Account**" means the twelve-digit AWS ID number that will be displayed in the AWS Management console.

"**Customer Account**" means the Account that is set up in SIE for a Customer. The Customer Account may have one or more Service Requests from one or more Cloud Providers.

"**[Customer] or [Partner] Account**" means a separate and distinct entity set up in SIE as a Reseller (Partner) or Customer.

"**Linked Account**" means an existing AWS account that is linked to the TD SYNEX AWS Master Payee Account.

"**Billing Inception Date**" or "**FIF**" means the date as of which the rates for the Services are effective. The FIF occurs when one or both of the following events occur: the Services are offered through the AWS Management Console or when the SIE Trial period has expired, which begins upon delivery of the user's SIE credentials.

"**Service Order**" or "**Order**" means the AWS accounts assigned by SIE or linked to TD SYNEX's AWS master payee account.

"**Reseller Products/Plans**" means Your Reseller branded products that are defined in SIE. Reseller Products/Plans include custom SKUs that You define.

"**TD SYNNE X Products**", or "**TD SYNNE X Packages**" means TD SYNNE X branded packaged service offerings in the form identified by TD SYNNE X at <https://www.cloudsolv.lac.tdsynnex.com/> and listed in the SIE Products module.

"**AWS Account Owner**" means the entity identified to receive the AWS account credentials.

"**SIE Account Owner**" means the natural person You identify as Your primary contact for communications between You and TD SYNNE X. This natural person will have proprietary access rights to the SIE Account.

"**Service(s)**" means a product, including TD SYNNE X Products or TD SYNNE X Packages, offered by a Cloud Provider through SIE.

"**AWS Services**" means all web services provided by AWS as described in the AWS Services Terms, available at: <https://aws.amazon.com/es/service-terms/>.

"**SIE**" means StreamOne Ion Enterprise, which is a web-based portal to be used by You and Your Customers for the management of AWS services.

"**Applicable Territory**" means the Country where You are authorized to sell AWS Services offered by TD SYNNE X, as specifically specified in Schedule I of the Terms and Conditions. The CSR may not collect orders or receive payment for the sale of AWS Services from any End User located outside of the Applicable Territory. Affiliates of the CSR are not authorized to transact under this Addendum unless otherwise authorized in writing by Reseller.

"**Public Sector End User**" means when the End User is an agency, organization or other entity that is within (or majority owned, controlled, funded or managed by):

- the divisions of the executive, legislative or judicial branches of government (federal, state, municipal or local);
- a quasi-governmental entity (e.g., the World Bank);
- an international governmental/regulatory entity (e.g. an EU institution)
- a public institution (e.g., a school, university or hospital); or
- government contractors, consultants or other entities working in support of the above.

## **2. Program Description**

A. The AWS Distribution Reseller Program combines specially priced AWS services with the SIE platform allowing resellers to gain a unique advantage in the marketplace when reselling AWS with TD SYNNE X. Under this Program, resellers maintain all the benefits of being an AWS Distribution Reseller and in addition, receive access to technical resources, account provisioning support, discounts with no volume commitments, monthly reporting and other benefits.

B. In partnership with Amazon Web Services, TD SYNNE X has structured its Program to offer the following benefits to our partners: (i) Use of the TD SYNNE X cloud platform to simplify billing and management of your AWS accounts; (ii) Access to TD SYNNE X technical resources to assist in planning (high-level architecture solutions and pricing estimates) for workloads you and your customers wish to migrate to AWS; (iii) Automatic enrollment as an AWS Partner Network (APN) Registered Consulting Partner ; (iv) List price discounts on qualified AWS services with no volume commitment; (v) Immediate access to all AWS cloud infrastructure services; (vi) Visualization of all services; (vii) Easy setup of the end customer's AWS account through SIE; and (viii) Affordable credit terms compared to a credit card.

C. **End User Requirements.** "End User Agreement " means the AWS Customer Agreement used to grant the rights to the Products applicable to that End User within the scope of this program. Amazon may revise the End User Agreement at any time. Each End User must agree to an End User Agreement to order Services. If Amazon updates the End User Agreement, then the End User must accept the new End User Agreement prior to or at the time of renewal of his or her Subscription. By placing an order with Reseller, The CSR (i) represents and warrants that End User has accepted the terms of the End User Agreement and (ii) agrees to pay Reseller for all orders from Amazon Web Services. Amazon or Reseller may accept or reject any proposed End User, at Amazon's or Reseller's discretion. If the End User does not accept the terms of the End User Agreement, The CSR will be liable to Dealer for any damages caused to Amazon as a result of such non-acceptance. The CSR represents and warrants that any transactions with End User that fall under the terms of the Public Sector Distributor Authorization will be conducted in compliance with the specific applicable rules, which it acknowledges that it is aware of and accepts, and that it is obligated to keep itself updated on any changes.

D. **AWS Shared Responsibility Model.** Reseller is responsible for all consumption generated by accounts transacting through Reseller. All consumption billed by AWS will be re-billed by TD SYNNE X. In case of any discrepancy, there is the possibility of opening an administrative support case with AWS in order to perform a retroactive analysis; notwithstanding the above, until we have a formal definition regarding such claim, the invoice will remain in effect and could be considered unpaid with risk of

suspension of service if it is not received. More information: <https://aws.amazon.com/es/compliance/shared-responsibility-model/>.

E. **Public Sector.** You may be authorized to resell to a Public Sector End User in the Applicable Territory specified in Schedule I of the Terms and Conditions:

i. **Public Sector Opportunity** means any potential or existing contract, agreement or other legally binding document with a Public Sector End User, as well as any solicitation, invitation or link to a proposal, bid or offer or similar request/engagement with a Public Sector End User.

ii. **Compliance with Applicable Public Sector Requirements.** You will comply with all applicable laws, regulations and contractual requirements (including, without limitation, Personal Data Protection, Consumer Content Requirements and Public Records Laws and all those applicable to the provision of the Services in the Applicable Territory) relating to a Public Sector Opportunity (collectively "**Applicable Public Sector Requirements**"). You will not provide or deliver any Services to a Public Sector End User if doing so would violate the Applicable Public Sector Requirements or give rise to any liability of AWS under the Applicable Public Sector Requirements. In addition, You will comply with all governmental laws, rules, regulations and contractual requirements that relate to rebates and incentives, including those relating to ethics and integrity. These include, but are not limited to (i) disclosure requirements; (ii) requirements for pass-through of discounts or rebates to End Users; (iii) applicable discount or incentive allocation requirements; and (iv) prohibition of gratuities, kickbacks, conflicts of interest, false statements/claims, corruption or influence peddling.

iii. **Public Sector Access Policy:** If You are authorized to resell to Public Sector End Users, You must ensure that the terms governing the AWS Public Sector Access Policy (available at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf>, which may be updated by AWS at any time and made available on a website other than the one originally designated by AWS) form an integral part of Your agreement with the Public Sector End User for use of the Services ("Public Sector Agreement"). If there are changes to the AWS Public Sector Access Policy, you must incorporate the new Terms into your Public Sector Agreement.

4. **Term and Termination.** Unless TD SYNEX does not approve this Specific Addendum, this Addendum will become effective on the date You sign the Terms and Conditions and will remain in effect for a period of two (2) years (the "Initial Term") unless terminated earlier in accordance with the terms of this Agreement. Upon expiration of the Initial Term, this Addendum shall automatically renew on a monthly basis until terminated by either party upon thirty (30) days prior written notice to the other party. This Addendum shall remain in effect as long as there is an Order in effect, unless terminated for cause.

**A. Termination**

i. **Termination without Cause.** This Addendum may be terminated without cause by either party upon at least 90 days' Notice. Termination without cause of the Addendum does not automatically extinguish active Orders.

ii. **Termination for Cause.** TD SYNEX may suspend or terminate Your participation in the AWS Program, delete Linked Accounts or remove Your right to access accounts if:

a. CSR fails to pay any outstanding amount by its due date and after TD SYNEX notifies You of the overdue payment. In the event You fail to pay Your outstanding invoice within thirty (30) days after any suspension, cancellation or deletion has occurred, or in the event You indicate that You will not pay the outstanding amounts or invoices (failure to respond to TD SYNEX's notices will be deemed a tacit refusal to pay the invoices), TD SYNEX may terminate this Addendum and will immediately settle all amounts due using any methodology for the accounts and Orders placed under the terms of this Specific Addendum, without prior notice and without liability from TD SYNEX.

b. CSR is in breach of the Documentation, including but not limited to the AWS Acceptable Use Policy (AUP), available at <https://aws.amazon.com/es/aup/> or if You are in breach of any applicable governmental rule, regulation, law or ordinance. For purposes of clarity, nothing in this Agreement shall be construed or deemed to prohibit TD SYNEX from terminating an Order if You fail to comply with the Documentation, the AWS Acceptable Use Policy (AUP) or any applicable governmental rule, regulation, law or ordinance.

c. In the event The CSR breaches any of the terms and conditions of the Agreement entered into with TD SYNEX and fails to cure such breach within five (5) business days of receiving notice of such breach.

**iii. Notice of Termination.** Any Notice of Termination of this Specific Addendum shall include the Termination Date of the Specific Addendum. Following any Termination Notice of this Specific Addendum or the Terms and Conditions, the CSR shall not designate any new Customer Account.

**iv. Effects of Termination.** On the Termination Date:

(a) Except as provided in the following section (Transition), all rights of the CSR under this Specific Addendum shall terminate immediately.

(b) The CSR shall remain liable for all amounts due for services provided by TD SYNEX. Unless Orders are otherwise terminated as provided in this Agreement, all active Orders shall automatically terminate ninety (90) days after the date of termination of this Specific Addendum; and

(c) The sections relating to Notice of Termination, Effects of Termination, Transition, Indemnification, Limitation of Liability, Documentation, Privacy, Compliance with Laws and Amazon's Anti-Corruption Policy, and Use of Marks will continue to apply in accordance with their terms.

**v. Transition.**

(a) Upon Termination Notice of this Specific Addendum or notice of any change that results in an End User being unable to purchase Services, (i) the CSR will promptly provide AWS with the point of contact name and contact information (including telephone number and email address) and AWS Account IDs associated with the Customer Accounts for each affected End User to enable AWS to contact such End Users; and (ii) the CSR, Reseller and AWS will cooperate to develop a transition plan for the affected End Users. At the End User's request, The CSR will cooperate with Reseller and AWS to facilitate an orderly and smooth transition and migration (A) from the CSR to another Authorized Services Reseller Entity or (B) to a different reseller model (if available).

(b) The CSR may continue to provide the Services pursuant to this Specific Addendum for the thirty (30) day period following the Specific Addendum Termination Date, provided that (i) the CSR continues to comply with this Specific Addendum; (ii) a transition plan is agreed upon between the CSR and Distributor; (iii) Distributor agrees, in its sole discretion, to be paid for such Services; and (iv) such continued provision of the Services does not violate law.

**5. Change Management Process.** Notwithstanding Section 20 of the Terms and Conditions, the change management process may be an additional method TD SYNEX may use to communicate certain changes related to this Specific Addendum. The change management process shall only be used to: (a) communicate price changes; (b) notify Reseller of new or enhanced features for Cloud Resellers; or (c) quote customized consulting services. At its discretion, TD SYNEX may generate a change management format with respect to this Specific Addendum and will communicate it to the CSR, through its designated contact. The change management format will describe the change and the effect the change will have on the Program.

**6. Scope of Work.** The ongoing support services that conform the Program include the following activities: (a) AWS Account Acquisition Support through SIE; (b) Linked AWS Account Support through SIE; and (c) Technical Support as described in this Specific Addendum. All AWS Services are deployed and managed within the Amazon Management Console. Managed Services for AWS environments are not included in this Specific Addendum.

**7. Rates and Discounts of the Program**

**A. Discounts on Web Services.** Except for any Private Pricing Agreement (referred to as "PPA"), TD SYNEX may provide You with discounts off AWS list prices for web services offered by AWS, with the exception of the following services: (1) Amazon DevPlay; (2) Amazon Flexible Payment Services; (3) purchases through the AWS Marketplace (as intermediaries only); and (4) Contact Communication Services. Your discount is applicable through your AWS Account and according to the discount categories described in the chart below:

Discount Categories **					
Discount Category	(I)	(II)	(III)	(IV)	(V)
	Base	Technical Competence	Partner Originated Discount (POD)* (23 months)	Internal Use	Existing Account (over \$50,000)

Reseller (AWS Distribution Seller)	3%	4%	5%	0%	0-2%
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\*Note: Effective 1/1/2022, POD replaces the New Business Discount.

\*\* To evaluate the applicability of the discounts: it is mandatory that the Reseller completes the End User's information in the online form located at <https://forms.office.com/r/Zxm0NhsSn9> , indicating, among others, the details of each of the accounts to determine if the discount is valid. If the Reseller does not declare the account or declares it with erroneous data, it will be considered under the discount category "(IV) Internal Use". Payer accounts used for consolidated billing purpose, are only eligible for the (I) Base Discount, (IV) Internal Use or (V) Existing Account.

*Definitions of Discount Categories:*

**(I) Base:** Standard discount for all distribution accounts except for categories (IV) "Internal Use" and (V) "Existing Account". The base discount begins when the AWS Distribution Seller obtains the authorized Distribution Seller Agreement.

**(II) Technical Competency:** Acquired when Resellers achieve Technical Competency (any AWS Consulting Competency. Applies only with Advanced Level) (Cumulative with "(I) Base" discount).

**(III) Partner Originated Discount ("POD"):** POD is defined as a new account or any existing account (not currently linked to SIE) with less than \$5,000 (five thousand U.S. dollars) in billed revenue in the month prior to the launch date of the opportunity through the AWS APN Customer Engagements Program (ACE). You will receive the discount up to 23 months after the launch date and confirmation from AWS to TD SYNTEX of account eligibility.

**(IV) Internal Use:** The AWS Account used for internal use related to resale (not cumulative to any of the above discounts).

**(V) Existing Account:** AWS accounts where consumption amounts equal or exceed \$50,000 (fifty thousand U.S. dollars) in total monthly AWS consumption in the month prior to your enrollment in the reseller program (requires additional review and approval by AWS). Not combinable with any of the above discounts.

**(VI) Partner Originated Opportunity ("POO"):** is defined as the opportunity pre-qualified and originated by a CSR and submitted to AWS via Reseller.

**B. Compliance with Requirements, Exceptions and Transparency terms applicable to Public Sector in connection with the Program Discounts:** If You are authorized to resell to Public Sector End Users, You ensure your compliance with the following terms:

i. **Public Sector Accounts Excluded from the Program:** The CSR is not eligible to receive "POD" discounts or rebates on Public Sector End User accounts with which such CSR has an agreement to advise, provide consulting or recommendations with respect to information technology services or vendors, and such advice or recommendation may be linked, including potentially linked, to AWS Services. In order for You to receive "POD" discounts or rebates on Public Sector End User accounts, TD SYNTEX may require You to certify (in the form and manner specified by AWS) that the Public Sector Accounts are not subject to the above exclusion or that You are in compliance with the Program rules.

ii. **Public Sector End User Benefit:** If the account qualifies for POD discounts or rebates, The CSR will ensure that the Public Sector End User will benefit by receiving a portion of such discount or rebate in the form of reduced prices or rebates for AWS Services.

iii. **Required Disclosure:** Prior to reselling AWS Services to a Public Sector End User, The CSR must disclose in writing to the Public Sector End User the following legend:

*"In accordance with its global policies, AWS may offer its Solution Providers and Resellers registered on the AWS Partner Network ("APN") a rebate on selected AWS accounts or a discount if such opportunity was originated by the Solution Provider or Reseller, in addition to any other discounts that may apply."*

The CSR agrees to comply with making the foregoing disclosure through the submission of its proposal to the Sector End User to resell AWS Services, where such disclosure is not prohibited by applicable local law or bidding rules. Upon request by AWS or TD SYNTEX, to the extent permitted by applicable local law or confidentiality agreements that exist between the parties, The

CSR shall provide a copy of such disclosure (or portion thereof) sufficient to demonstrate compliance with the foregoing obligation, suppressing information, as appropriate, to avoid disclosing pricing or other competitively sensitive information. Notwithstanding anything in any NDA, AWS or TD SYNEX may, at its discretion, disclose the rebate requirements and details in this Specific Addendum or in the rebate policies to a current or future Public Sector End User.

**Your Conduct:** The CSR will comply with all applicable laws, regulations and contractual governance requirements pertaining to discounts and rebates, including those related to ethics and integrity. These include, but are not limited to: (i) disclosure obligations; (ii) obligations to pass through discounts or rebates to End Users; (iii) applicable discount or rebate distribution requirements; and (iv) prohibitions against gratuities, kickbacks, conflicts of interest, misrepresentations/claims, corruption, influence peddling. All information that The CSR delivers to AWS or TD SYNEX in connection with POO opportunities shall be truthful and accurate. The CSR shall not abuse or misuse account reporting mechanisms to receive any portion of the discount, or misuse non-public information when submitting POO opportunities to AWS.

**C. Regarding Amazon Support.** Business and Enterprise levels, resale is authorized and applies the scheme and model according to the service contracting on the AWS website <https://aws.amazon.com/es/premiumsupport/pricing/> .

**D. Special Credit Programs.** The policies applicable to credits and refunds granted by AWS to Resellers will be those established by AWS and in effect at the time the respective refund is originated. If this refund comes in the form of credits, it will be passed directly to the Reseller as soon as TD SYNEX receives the credits from AWS. Credits are applied to the consumption of accounts transacting through the Reseller until the value of the credit has been exhausted. The Reseller's discount will be calculated based on the value of consumption after the credit is applied. The credit calculation may be subject to change at TD SYNEX's discretion, based on the discount schedule received by the benefiting account.

**E. Platform Use or Transaction Fees.** Use of the Platform is initially free of charge to Reseller; however, it is subject to a minimum monthly subscription fee that TD SYNEX may establish in the future. In addition, for tax and/or operational reasons, TD SYNEX may at any time at its discretion establish, and Reseller shall pay, a transaction fee.

**F. Pricing Assumptions.** All prices are listed in U.S. dollars and do not include taxes. In the event it is necessary for TD SYNEX to provide time and materials services, the TD SYNEX Professional Services team will provide You with a separate Scope of Service (SOW) document that sets forth the time, tasks and hourly rates necessary to complete the work. By this Specific Addendum, You assume all costs associated with the Program and Cloud Provider services provided or requested under Your Account. Associated costs include, but are not limited to, those established by TD SYNEX. You will be billed based on "actual" consumption per month. You will be billed unit charges. Both parties understand that there may be fluctuation in monthly bills. The formal change management process may not be required with respect to such monthly fluctuations. AWS does not provide TD SYNEX with information regarding Reseller's records in AWS ACE. TD SYNEX will use the reports provided by AWS to determine eligibility for access to POD-related discounts or other programs. Reseller is responsible for reporting all Public Sector End User related accounts to TD SYNEX for TD SYNEX to complete the information in the "AWS End Customer Reporting" process.

**G. Billing and Payment.** TD SYNEX will bill You for costs and fees, including variable costs, setup fees and utilization fees, in the manner set forth in this Specific Addendum. TD SYNEX will consolidate invoices for all Your Orders into a single invoice each billing period. You may use SIE to manage billing and utilization rates. The Billing Inception Date (the "FIF") begins when the Services are rendered within the AWS Console. You must pay all amounts billed within thirty (30) days of the invoice date.

**H. Exchange Spread, Exchange Rate and Surcharges.** See Annex I of this Specific Addendum.

**I. Order Processing.** Orders shall be in the form required by this Specific Addendum. All Orders are subject to acceptance by TD SYNEX.

## **8. AWS Marketplace and Private Offerings (CPPO):**

- A. **Policies and Procedures for Transactions relating to the AWS Marketplace and/or Private Proposal Offerings (CPPO).** Unless the parties expressly agree otherwise in writing, Reseller shall comply with the terms and conditions set forth by TD SYNEX through this Specific Specific Addendum, including but not limited to the registration requirements for potential Resale Offerings....
- B. **Supplemental Agreement and Applicable Terms.** For transactions related to the AWS Marketplace - Private Offerings (CPPO), Reseller shall execute with TD SYNEX a supplemental agreement to the Agreement, which shall be governed by additional terms and conditions, including but not limited to the AWS Marketplace Standard Contract, available at: <https://docs.aws.amazon.com/marketplace/latest/userguide/standardized-license-terms.html#standard-contracts> and the Authorized Reseller Contract for AWS Marketplace, available at: <https://docs.aws.amazon.com/marketplace/latest/userguide/standardized-license-terms.html#reseller-contract-for-aws-marketplace> .
- C. **Pricing.** TD SYNEX shall have full discretion to set Resale prices on products transacted through the AWS Marketplace and billed by TD SYNEX.

## 9. Indemnification.

**A. Indemnification of AWS and Dealer.** The CSR shall defend, indemnify and hold harmless Dealer, AWS, its affiliates and licensors and each of their respective officers, officers, directors and representatives from and against any Losses arising out of or in connection with any third party claim relating to:

(i) any third party claim relating to: (a) a Solution or any other product or service offered by the CSR (except to the extent caused by the Services); (b) a breach by the CSR of any of its obligations, representations or warranties under this Specific Addendum; (c) a breach by the CSR of any applicable law (except to the extent caused by Distributor's gross negligence or willful misconduct); (d) false or misleading advertising materials or a breach by the CSR of any promises, warranties, policies or guidelines it has provided in connection with any Solution; (e) the infringement or misappropriation of any third party intellectual property rights by any advertising materials developed or created by or on behalf of the CSR; (f) taxes, fees, interest or penalties imposed on Dealer or AWS as a result of the CSR's actions; or (g) a dispute between the CSR and any End User; or (h) a dispute between the CSR and any End User.

(ii) any claim filed by any End User whose sale was made by the CSR.

**B. Indemnification of AWS and Dealer - Public Sector.** In addition to the rights of Indemnification set forth in Section A of this Section 9, The CSR shall defend, indemnify and hold harmless Dealer, AWS, its affiliates and licensors, and each of their respective officers, executives, directors and representatives from and against any Losses arising out of or in connection with any third party claim relating to:

(i) the breach by CSR of any of its obligations, representations or warranties under this Specific Addendum or under the Public Sector Distributor Authorization;

(ii) any Misconduct of The CSR related to the Public Sector; or

(iii) except to the extent caused by the gross negligence or willful misconduct of AWS, any failure by the CSR to comply with the Applicable Public Sector Requirements.

**C. Process.** The indemnification process will be as set forth in the AWS Customer Agreement.

## 9. Limitation of Liability.

**A. Limitation of Liability.** EXCEPT FOR THE PAYMENT OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION, (i) THE LIMITATION OF LIABILITY IN THE TERMS AND CONDITIONS SHALL APPLY TO THIS SPECIFIC ADDENDUM AND, FURTHER (B) NEITHER AWS NOR RESELLER, NOR ANY OF ITS AFFILIATES OR LICENSORS SHALL BE LIABLE, FOR ANY CAUSE OF LOSS, ACTION, THEORY OF LIABILITY, EVEN IF AWS OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) CSR OR END USER CONTENT AND DATA TRANSFERRED TO AWS OR DISTRIBUTOR FOR PROCESSING, STORAGE OR HOSTING BY THE SERVICES, INCLUDING THAT STORED IN ANY FORM FROM AWS STORAGE SERVICES OR (II) CSR'S INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO THIS SPECIFIC ADDENDUM.

**B. Limit of Indemnity.** DISTRIBUTOR, AWS AND THEIR AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO THE CSR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONSEQUENTIAL OR

PENALTY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER DISTRIBUTOR NOR AWS, NOR ANY OF THEIR AFFILIATES OR LICENSORS, SHALL BE LIABLE FOR ANY INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ARISING OUT OF: (A) INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) TERMINATION OF ANY OR ALL OF THE SERVICE OFFERINGS; OR, (III) WITHOUT LIMITATION TO ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNPLANNED OR SCHEDULED DOWNTIME OF ALL OR ANY PORTION OF THE SERVICES FOR ANY REASON; (B) COSTS FOR THE PURCHASE OF SUBSTITUTE GOODS OR SERVICES; (C) INVESTMENTS, EXPENDITURES OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS, ALTERATION OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE YOUR CONTENT OR OTHER DATA. IN ANY EVENT, EXCEPT FOR PAYMENT OBLIGATIONS UNDER THE INDEMNIFICATION SECTION, THE AGGREGATE LIABILITY OF THE DISTRIBUTOR, AWS AND ITS AFFILIATES AND LICENSORS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRIOR TO THE OCCURRENCE OF THE LIABILITY. THE LIMITATIONS IN THIS CLAUSE APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**C. Certain Limitations.** NOTHING IN THIS SECTION SHALL LIMIT THE OBLIGATION TO PAY DISTRIBUTOR AND/OR AWS FOR THE USE OF THE SERVICES UNDER THE CUSTOMER ACCOUNTS OR ANY OTHER PAYMENT OBLIGATION UNDER THIS SPECIFIC ADDENDUM. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. **Documentation.** "Documentation" means all documents, policies, procedures, programs, requirements, criteria and/or information relating to the resale and use of the Services, including, but not limited to, the AWS Services Terms, which may be updated or modified from time to time without notice by Amazon and the AWS Customer Agreement, which may also be updated or modified from time to time without notice. These terms and conditions can currently be accessed at: <https://aws.amazon.com/es/service-terms/> and [https://aws.amazon.com/es/agreement/?nc1=h\\_ls](https://aws.amazon.com/es/agreement/?nc1=h_ls) . The CSR must accept and comply with the terms of the Documentation and, when reselling Services, must notify its End Users to accept and comply with the terms and conditions contained in the most recent version of the Documentation. The CSR must also (i) secure End User acceptance of the AWS Customer Agreement in writing or (ii) have the End User electronically sign the AWS Customer Agreement for Amazon's records. The CSR will also use commercially reasonable efforts to ensure that End User adheres to the terms of the AWS Customer Agreement. The CSR shall sign and be responsible for adhering to the AWS Partner Network Terms and Conditions, which can be found at [https://aws.amazon.com/es/partners/terms-and-conditions/?nc1=h\\_ls](https://aws.amazon.com/es/partners/terms-and-conditions/?nc1=h_ls) .

10. **Breach of the Documentation.** In the event of a material breach of the Documentation by any End User, the CSR shall (i) promptly notify Dealer of any breach of such terms by an End User of which it becomes aware and (ii) End User or, at Amazon's request, assign to Amazon any claim arising from the End User's breach of the Documentation. If the material breach remains uncured for a period of twenty-five (25) days after written notice of such breach, Dealer will have the right to require the CSR to terminate the respective End User Agreement for cause if End User is in breach and such breach has given rise to Amazon's right to terminate the End User Agreement.

8. **Privacy; End User Data.**



A. **Privacy and Security.** The CSR will: (i) comply with all applicable legal requirements regarding privacy and data protection; and (ii) provide sufficient notice to, and obtain consent and authorization from, End Users and any other parties providing personal data to the CSR, Reseller, and Amazon to permit the processing of the data by CSR, Reseller, Amazon, and their respective Affiliates, Subsidiaries, and service providers as contemplated by this Agreement.

More information about Amazon's Privacy policies can be found at [https://aws.amazon.com/es/compliance/data-privacy/?nc1=h\\_ls](https://aws.amazon.com/es/compliance/data-privacy/?nc1=h_ls).

The CSR and End Users are responsible for compliance with Amazon's security requirements, which include, but are not limited to, securing their confidential and proprietary information and maintaining a procedure external to the Supported Services to reconstruct lost or altered End User files, data, or programs. More information can be found at [https://aws.amazon.com/es/compliance/data-privacy-faq/?nc1=h\\_ls](https://aws.amazon.com/es/compliance/data-privacy-faq/?nc1=h_ls).

B. **End User Data.** Distributor operates as a data processor with no control over the type, substance or format of "End User Data". "End User Data" means End User information stored and/or processed through the Services (whether sent to, from or by the CSR). The CSR, as data controller, is responsible (i) for ensuring that the processing and disclosure of such information to Distributor complies with applicable laws; (ii) for informing End Users that their information will be processed by Distributor in the Territory or in other countries that may have less protective data protection laws than the region in which they are located (including the European Economic Area); (iii) inform the End User of how their information will be used and ensure that the End User has all necessary consents to such transfer and use; and (iv) inform the relevant End User that communications transmitted through the systems covered by the Services may be intercepted or monitored for the purposes of the Services.

Unless otherwise agreed between the CSR and End User, The CSR will use End User Data solely to provide End User with the Products specified in this Agreement and the Program Guide and to assist End User in the proper administration of the Products. In addition, The CSR will only access and disclose to administrative and judicial authorities, the End User's legal data, including the content of communications (or to provide authorities or other governmental entities with the End User's data). If The CSR receives a request for End User Data directly from an authority empowered by law or as redirected to The CSR by Amazon, then The CSR will redirect the authority in question to request the data directly from the End User. If compelled to disclose End User Data to law enforcement authorities, The CSR will notify End User promptly and provide a copy of the demand, unless legally prohibited from doing so. The CSR shall require in its agreements with End User that, to the extent required by law, End User shall notify individual users of the Products that their data may be processed for the purpose of disclosure to law enforcement or other governmental authorities as directed by CSR, and shall obtain End User's consent to the same.

**9. Compliance with Laws and Amazon's Anti-Corruption Policy.** The CSR will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls, and money laundering, including the U.S. *Foreign Corrupt Practices Act* ("Anti-Corruption Laws"). The CSR certifies that it has reviewed and will comply with Amazon's Anti-Corruption Policy.

**10. Use of Marks.** The Agreement does not grant either party any right, title, interest or license in any of the other party's Trademarks. With respect to Amazon Trademarks, The CSR shall refer to and comply with the guidelines for Referential Use of Amazon Trademarks located at <https://aws.amazon.com/es/trademark-guidelines/>.

**ANNEX I : Exchange Spread, Exchange Rate and Surcharges.**

<b>Country</b>	<b>Billing currency</b>	<b>Exchange rate differential / Exchange Rate</b>	<b>Surcharge*. (Local taxes)</b>
Argentina	Invoice from CALA in U.S. Dollars	N/A payment abroad	Income tax withholding certificate is not accepted.
Bolivia	U.S. dollar (invoice from United States)	N/A	Income tax withholding certificate is not accepted.
Chile	Local invoice in Chilean Pesos	Exchange rate in effect on the fourth calendar day of the month following the month of consumption (if this falls on a holiday or weekend, the TRM of the first following business day is used).	N/A
Colombia	Local invoice in Colombian Pesos	Exchange rate in effect on the fourth calendar day of the month following the month of consumption (if this falls on a holiday or weekend, the TRM of the first following business day is used).	N/A
Ecuador	Local invoice in U.S. Dollars	N/A	5% (Recovered Tax on Foreign Exchange Outflows)
Mexico	Local invoice in U.S. Dollars	N/A	N/A
Paraguay	Local invoice in U.S. Dollars	N/A	4.75% (Additional tax recovery)
Peru	Local invoice in Soles	Exchange rate in effect on the fourth calendar day of the month following the month of consumption (if this falls on a holiday or weekend, the TRM of the first following business day is used).	N/A
Uruguay	Local invoice in U.S. Dollars	N/A	N/A
CCA	U.S. dollar (invoice from United States)	N/A	Income tax withholding certificate is not accepted.

\* **Surcharge:** Corresponds to the percentage indicated that is added to the reseller's cost after deducting its margin. Subject to change according to local legislation updates.

**N/A:** Not Applicable.