

AWS Distribution Program
Distribution Seller Program Terms
Last updated: May 7, 2021

1. Distribution Program Overview

The Distribution Program is designed for systems integrators, managed service providers, value-added resellers, and public sector contractors to resell Authorized Services purchased from a value-added distributor (“**Authorized Distributor**”) to End Customers as part of a Solution. Under the Distribution Program, distribution sellers may leverage an existing relationship with an Authorized Distributor and benefit from operations and billing support as well as additional solutions and services offered by such Authorized Distributor. When reselling the Authorized Services to its End Customers, distribution sellers can enable End Customers to have their own terms with AWS that govern their access to and use of Services under End Customer Accounts.

Capitalized terms not defined in these Distribution Seller Program Terms have the meanings set forth in the Distribution Seller Agreement (the “**Agreement**”) or the Service Terms (as defined in the Agreement). The applicable Distribution Seller Program Terms are available at: <https://partnercentral.awspartner.com/sfc/#version?selectedDocumentId=0690L000004lvPL> (and any successor or related locations designated by us), and may be updated by us from time to time. By continuing to resell the Authorized Services after the effective date of any modifications to these Distribution Seller Program Terms, you agree to be bound by the modified terms.



2. Program Resale Models

As described in the Agreement and table below, there are two resale models for distribution sellers to resell Authorized Services: the End Customer Account Model and the Distributor Account Model. You are only authorized for the resale model(s) authorized with respect to Distributor.

	End Customer Account Model	Distributor Account Model
Authorization	Subject to the terms of the Agreement, AWS authorizes Distribution Seller to resell Authorized Services to End Customers using Program Accounts and solely as part of a Solution	
Entity Creating Program Accounts*	End Customer, Distributor or Distribution Seller	Distributor
“Company Name” Field in Applicable Program Account	End Customer	Distributor
Agreement Governing your Access to and Use of Services	End Customer’s Services Agreement	Distribution Seller’s agreement with Distributor
Agreement Governing End Customer’s Access to and Use of Services	End Customer’s Services Agreement**	Distribution Seller’s agreement with End Customer

* See Section 5 (“Program Account Creation and Administration”) for additional information on the creation of AWS accounts under the Distribution Program.

** 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 agreement with End Customer, as described in the Agreement.

3. AWS Partner Network (APN) Criteria

All distribution sellers must be APN Consulting Partners (Registered tier or higher) and meet the requirements set forth at <https://aws.amazon.com/partners/distribution-program/> (and any successor or related locations designated by us). We may update these requirements from time to time.

4. Program Policies

Eligible Services: You may only resell Services that are Authorized Services. The list of Authorized Services is available 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 us), as may be updated by us from time to time.

5. Program Account Creation and Administration

5.1. End Customer Accounts

If you are authorized under the End Customer Account Model, the End Customer must agree to the End Customer’s Services Agreement before any AWS accounts may be designated as End Customer Accounts. Notwithstanding anything to the contrary in the Agreement, you will also ensure that each End Customer reviews the information available at <https://distribution-program-legal-documents.s3-us-west-2.amazonaws.com/AWS+Distribution+Program+-+Program+Guide+for+End+Customers.pdf>. In addition, either (i) Distributor must obtain our consent to assign an existing AWS account to the End Customer, or



(ii) End Customer must create (or already have) an AWS account in its own (full legal) name using an End Customer-issued email address, and then Distributor must join it to Distributor's Program Management Account¹ that it uses for purposes of the Distribution Program ("**Program Management Account**") under the End Customer Account Model. In each case (i) or (ii), Distributor must ensure that for the account, (x) the Tax Settings page in the console is updated to Distributor's tax settings, including business legal address, tax registration number, and business legal name (if applicable) or (y) if directed pursuant to the Tax Settings page, the Payment Methods page in the console is updated to Distributor's billing information, including billing address. There can only be one End Customer Account per unique End Customer email address. Additional End Customer AWS accounts may be designated as End Customer Accounts in the same way.

End Customer Accounts may be opened by you on behalf of an End Customer in the End Customer's (full legal) name using an End Customer-issued email address if, prior to opening such accounts, you obtain written authorization from the End Customer. If you create the End Customer Account on behalf of an End Customer, you must pass along the root user credentials to the End Customer at the time you create the AWS account. If you open AWS accounts on behalf of an End Customer without following these guidelines, you agree that such accounts will not be the End Customer's AWS accounts but will be your AWS accounts instead.

5.2. Distributor Accounts

If you are authorized under the Distributor Account Model, you must work with your Distributor to provide End Customers with access to Distributor Accounts under the Distributor Account Model. AWS Identity and Access Management ("**IAM**") must be used, and you must provide IAM generated User Credentials for such Distributor Accounts to End Customers. Alternatively, your Distributor (after providing us at least 30 days' written notice) may provide you with AWS account log-in credentials and private keys generated by the Services (i.e., root user credentials) for you to pass on to End Customer.

5.3. Account Administration

Authentication & Account Policies: Your Distributor will use multi-factor authentication ("**MFA**") in connection with each Program Management Account, and you will encourage your End Customer to use MFA for each of its Program Accounts.

Root User Credentials: If an End Customer has root user credentials, such End Customer could potentially change key Program Account features such as support features, billing information, and the credentials themselves, which may impact your ability to control the Program Accounts. Additionally, if you have received authorization to resell Authorized Services in the AWS GovCloud (US) region, End Customers with root user credentials may also automatically gain access to the AWS GovCloud (US) region for that Program Account by obtaining region access credentials directly from AWS. You are obligated to comply with the Agreement and your agreement with your Distributor whether or not End Customers have root user credentials.

Further, you will ensure that an End Customer does not sell, transfer, or sublicense Distributor Account credentials to any other party, except any agents or subcontractors performing work on their behalf.

Agents: You are responsible for all activities relating to the resale of Authorized Services by or through third-party agents and such third-party agents' compliance with these Distribution Seller Program Terms.

¹ All references to the term "Master Program Account" are replaced with the term "Program Management Account" as defined in these Distribution Seller Program Terms.



Transferring Program Accounts: To transfer a Distributor Account from Distributor to an End Customer to become an End Customer Account, Distributor must receive our consent before assigning the AWS account from Distributor to the End Customer. Contact your Distributor to initiate the process, and see Section 5.1 of these Distribution Seller Program Terms for more information. To transfer an End Customer Account from an End Customer to Distributor to become a Distributor Account, contact your Distributor.

6. Public Sector Distribution Program

Public Sector Authorization: Your resale of Authorized Services to Public Sector End Customers is governed by a Public Sector Authorization document, provided separately from the Agreement. In addition to meeting standard APN criteria for Distribution Sellers, Public Sector Distribution Sellers must meet the Public Sector Authorization Criteria available at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/Public+Sector+Authorization+Criteria.pdf> (or its successor location designated by AWS, and as updated by AWS from time to time). Note that some features of the Distribution Program (such as the default resale model and the ability to sell through multiple tiers) differ when you resell Authorized Services to Public Sector End Customers.

You should reach out to your PDM to ask about the process for joining the Public Sector Distribution Program. In many territories (e.g., the EEA), a Public Sector Authorization will be provided upon Distribution Seller's request. In other territories, a Public Sector Authorization may be provided at AWS's discretion.

Identifying a Separate Public Sector Distributor: If you are authorized to resell Authorized Services to Public Sector End Customers in the United States, in order to reach more commercial or Public Sector End Customers in the United States or meet your End Customers' business needs, you may identify to AWS a second Distributor from which you may purchase Authorized Services for resale to End Customers in the United States. If you select a second Distributor accordingly, you must (a) purchase all Authorized Services for resale to Public Sector End Customers in the United States from one Distributor, and (b) purchase all Authorized Services for resale to all other End Customers in the United States from the other Distributor. This applies to all Program Accounts existing prior to your selection of a second Distributor; such accounts may need to be transferred to your second Distributor to comply with the foregoing. All terms and conditions in the Agreement (including these Program Terms) regarding your Distributor will apply equally to your second Distributor. For End Customers outside the United States, you must continue to purchase Authorized Services from a single Distributor.

7. Distribution Seller's Obligations and Advertising

7.1. Distribution Seller's Obligations

Readiness: As a distribution seller, your sales and technical staff will need to be ready to support the marketing, sale, and management of your Solution. You will ensure that you and your relevant sales and technical staff (a) are familiar with the AWS Site and able to access the portions of APN Partner Central that will enable them to perform their roles under the Distribution Program; (b) participate (either in person or online) in Distribution Program onboarding trainings and briefings; and (c) implement policies and processes to ensure a seamless transition for such staff if there is organizational change or turnover.

Business Conduct: You will (a) promote the Solutions in a manner that maintains our good name and reputation, including that of the Authorized Services; (b) offer and be able to provide an End Customer with knowledgeable assistance regarding the Authorized Services; (c) promptly investigate and report to



us all complaints received by you about the Authorized Services; and (d) use commercially reasonable efforts to maintain and promote good public relations for us.

You will (a) conduct your activities in a professional and competent manner; (b) not engage in illegal, false, or deceptive acts or practices with respect to your business activities; and (c) not disparage AWS or its Affiliates or any of their products or services (including the Authorized Services), except that this does not prohibit you from recommending or comparing the Authorized Services to the services provided by other cloud service providers.

Solution: Distribution Seller is solely responsible for the development, content, operation, maintenance, and use of its Solution, including any information security programs or third-party audits of technical and organizational measures directly applicable to its Solution or Distribution Seller. Distribution Seller agrees that its Solution will not violate any applicable law, including the Health Insurance Portability and Accountability Act.

Customer Service, Acquisition, and Retention: You will (a) endeavor to increase overall use of the Authorized Services, cost optimization for End Customers, and End Customer satisfaction and retention; (b) implement, invest, and maintain the systems, processes, tools, and expertise necessary to retain and satisfy End Customers; and (c) actively measure and monitor the performance of such efforts, including End Customer acquisition and growth.

Monthly Reporting: Distributor must provide to us monthly reports that will include for each Program Account, (a) the AWS account ID; (b) the company name and other information of the relevant End Customer (including email domain, city, state/region, country, and zip/postal code); (c) whether the End Customer is a commercial Entity or a Public Sector End Customer; and (d) the name of the relevant distribution seller reselling Authorized Services. You will provide the relevant information to Distributor upon request.

End Customer Support: AWS Support is described at <https://aws.amazon.com/premiumsupport> (or any successor or related locations designated by us), as may be updated by us from time to time. You will provide End Customers with information about AWS Support options and make End Customers aware of the AWS Support plans available through you, Distributor, and us (if any).

New Business Registration: You should register New AWS Accounts via the APN opportunities form available at <https://www.apn-portal.com/home/home.jsp> (and any successor or related locations designated by us), as may be updated by us from time to time.

7.2. Advertising

Required Logo Use and Reference: In accordance with the Trademark Use Guidelines, you will include the “Powered by AWS” logo in a clearly visible location on the webpages that describe the Solution to indicate that the Solution is powered by the Authorized Services.

If requested by AWS, you will participate in a case study and press release that describes your use of and sale of the Authorized Services and includes supporting quotes from you.

Required Disclaimer / Notice: You will ensure the first or most prominent reference to or placement of the AWS Marks is accompanied by the notice below. This notice must be on the same page and in legible font. Use the following notice anywhere you are advertising your company or describing your services and are specifically featuring us (e.g., website content, presentations, banner ads, e-mails, or brochures):



“Amazon Web Services resold by [DISTRIBUTION SELLER NAME], an authorized distribution seller of Amazon Web Services. Amazon Web Services, the Amazon Web Services logo, AWS, and the Powered by Amazon Web Services logo, are trademarks of Amazon.com, Inc. or its affiliates in the United States and/or other countries.”

Use of AWS Marks: You may use AWS Marks as permitted by the Agreement, in accordance with the guidelines available at <https://aws.amazon.com/partners/logo-guidelines/> (and any successor or related locations designated by us, as may be updated by us from time to time) (“**AWS Marks for APN Guidelines**”), the Trademark Use Guidelines and these Distribution Seller Program Terms.

Advertising Materials: You must obtain our prior approval for all Advertising Materials, including for all active marketing and other public relations activities (e.g., content on your website, brochures, presentations, and other sales collateral, email and direct mail campaigns; and tradeshow booth material). If you plan to circulate any Advertising Materials, please contact your PDM or AWS Account Manager to complete the approval process.

If otherwise done in accordance with the Agreement, the Trademark Use Guidelines, the AWS Marks for APN Guidelines, and these Distribution Seller Program Terms, you may use the AWS Marks without our prior approval as follows:

- To accurately describe your Solution in a way that is not misleading or deceptive in materials such as user manuals, developer guides, and FAQs; and
- To indicate that your application or product is designed for an Authorized Service (i.e., “[Your application] for Amazon EC2”). However, “[Your brand] Amazon EC2” and “Amazon EC2 [Your application]” are not permitted.

For your reference, our APN Messaging and Branding Guide, formerly known as the APN Marketing Toolkit is available at:

<https://partnercentral.awspartner.com/sfc/#version?selectedDocumentId=0690L000004CNhC>.

8. Authorized Services

The following additional requirements and guidelines apply to the resale of the Authorized Services set forth below:

8.1. AWS Support

You may only resell one AWS Support Type in connection with a given Program Management Account, and your Distributor will designate to AWS the AWS Support Type being provided in connection with each Program Management Account. Additionally, your Distributor must create a separate Program Management Account for each End Customer receiving AWS Resold Support at the Enterprise level.

(a) AWS Support Type: AWS Partner-Led Support

AWS Partner-Led Support: When your Distributor enables AWS Partner-Led Support for AWS Partner-Led Support Accounts, AWS Partner-Led Support becomes available to you. Under AWS Partner-Led Support, you or your Distributor will handle all End Customer contacts for support issues related to AWS Partner-Led Support Accounts, unless an escalation to AWS is required. Upon our request, you will provide us with reasonable and accurate records of a support case escalated to us. An “**AWS Partner-Led Support Account**” means a Program Account joined via AWS Organizations to a Program Management Account



designated by your Distributor for AWS Partner-Led Support. Only you or your Distributor may contact AWS for AWS Partner-Led Support for AWS Partner-Led Support Accounts and you or your Distributor will not include the applicable End Customer as a named support contact or permit an End Customer to contact AWS directly. As necessary your Distributor will provide you with IAM generated User credentials (as described above in these Distribution Seller Program Terms), so you may access the AWS Support Center from the Program Management Account to which AWS Partner-Led Support Accounts are joined. You must obtain written authorization from the End Customer to access and use AWS Support for an End Customer Account from the Program Management Account to which it is joined. You must also communicate your support policies, support hours, incident response times and service levels to End Customers purchasing AWS Partner-Led Support.

Removal from AWS Partner-Led Support: You or your Distributor may be required to stop offering AWS Partner-Led Support to End Customers if you or your Distributor do not take sufficient action (as determined by AWS) to prevent End Customers from opening support cases directly with AWS. Removal from providing AWS Partner-Led Support means all AWS Partner-Led Support Accounts will become AWS Resold Support Accounts and will be subject to the AWS Resold Support criteria outlined in these Distribution Seller Program Terms.

(b) AWS Support Type: AWS Resold Support

AWS Resold Support: When your Distributor enables AWS Resold Support for AWS Resold Support Accounts, AWS Resold Support becomes available to End Customers. Under AWS Resold Support, you or your Distributor are not required to handle initial End Customer contacts for support issues related to AWS Resold Support Accounts. An “**AWS Resold Support Account**” means a Program Account joined via AWS Organizations to a Program Management Account designated by your Distributor for AWS Resold Support. Your Distributor will provide End Customers in the Distributor Account Model with IAM generated User credentials (as described above in these Distribution Seller Program Terms), so the End Customer may access the AWS Support Center for AWS Resold Support Accounts.

(c) Eligibility Requirements

AWS Partner-Led Support: You must meet the following qualifications to provide AWS Partner-Led Support: (A) each month the amount Distributor pays to AWS for use of the Authorized Services must be greater than a certain dollar threshold; and (B) you must meet the non-revenue requirements of an APN Consulting Partner at the Advanced tier or higher.

AWS Resold Support: As a distribution seller, you qualify to provide AWS Resold Support.

(d) Enabling, Disabling, or Changing AWS Partner-Led Support or AWS Resold Support

How to Enable, Disable, or Change AWS Partner-Led Support or AWS Resold Support: To enable, disable, or change AWS Partner-Led Support or AWS Resold Support on AWS Partner-Led Support Accounts or AWS Resold Support Accounts, respectively, contact your Distributor.

Existing AWS Support Accounts: If you use existing AWS Partner-Led Support Accounts or AWS Resold Support Accounts created under a prior agreement between your Distributor and AWS, AWS Partner-Led Support or AWS Resold Support (as applicable) will continue to be enabled on those accounts, which are now otherwise subject to these Distribution Seller Program Terms.



(e) Availability and Cancellation

Availability: For existing AWS Partner-Led Support Accounts and AWS Resold Support Accounts, AWS Partner-Led Support and AWS Resold Support (as applicable) will continue until cancelled by your Distributor or AWS. For new AWS Partner-Led Support Accounts and AWS Resold Support Accounts, availability of AWS Partner-Led Support or AWS Resold Support (as applicable) will begin on the date your Distributor enables such AWS Support Type and will continue until canceled by your Distributor or AWS.

Cancellation: Upon cancellation by your Distributor or AWS, AWS will no longer provide AWS Resold Support directly to End Customers or AWS Partner-Led Support to you.

8.2. Amazon Connect

(a) Amazon Connect

“**Amazon Connect**” means for purposes of the Distribution Program the Amazon Connect Service as described at <https://aws.amazon.com/connect/> (and any successor or related locations designated by us) (“Amazon Connect Webpage”) and the Service Terms, excluding (1) any PSTN Service as described under the Amazon Connect provisions in the Service Terms or (2) any “telephony services” described on the Amazon Connect Webpage, each of which are sold by AMCS LLC. You may not under any circumstances sell any PSTN Service or telephony services that AMCS LLC may sell in connection with Amazon Connect.

(b) Additional Distribution Seller Obligations

In addition to the obligations set forth in these Distribution Seller Program Terms, you must designate at least five individuals from your organization (each of whom has successfully completed the online assessments associated with the then-current required training courses) who will comprise your Amazon Connect service team, which in the aggregate has prior demonstrated hands-on professional experience in the following knowledge areas:

Sales Strategies

- Contact Center Jumpstart / Proof of Concept
- Contact Center TCO / Cost Analysis / CapEx to OpEx

Solution Architecture

- Common Reference Architectures and Implementation Patterns
 - Data dips
 - Chatbots
 - Reporting / dashboards
 - Voice analytics
 - Outbound dialing
 - Active Directory
 - Common call flows
- Migration Framework
- Discovery Elements
 - Inbound call routing
 - Outbound dialing (predictive, preview)
 - Workforce management
 - Private branch exchange (PBX) / automatic call distributor (ACD) integrations
 - Voicemail



- Interactive voice response (IVR)
- Quality management
- Mandatory reporting
- Customer relationship management (CRM) integration
- Backend database integration
- Performance management tools
- Omni-channel experiences

Project Implementation and Deployment

- Performance Management and Testing
- Development Best Practices
- Agent Experience
- Operational Best Practices
- Developer Workshop
- Amazon Connect Foundations
- Certifications
- Training / User Adoption
- Content Deliverables (Artifacts)

Authorization to resell Amazon Connect is subject to a readiness assessment by our Amazon Connect professional services team. Email aconnect-partners@amazon.com to obtain the current list of required training courses or to initiate the readiness assessment.

(c) Cancellation

Notwithstanding anything to the contrary in the Agreement, authorization to resell Amazon Connect will be cancelled (i) upon 30 days' prior written notice from AWS to you or your Distributor; or (ii) immediately upon notice from AWS to you or your Distributor (which may be via email) if AWS determines (in its sole discretion) that you are in breach of this Section 8.2, your Distributor is in breach of its obligations with respect to the resale of Amazon Connect, or you can no longer pass a readiness assessment.

8.3. AWS Managed Services

For purposes of this Section 8.3, capitalized terms not defined in these Distribution Seller Program Terms have the meanings set forth in the Agreement or the AWS Managed Services Addendum by and between AWS and Distributor for Distributor Accounts or End Customer for End Customer Accounts (collectively the "**AMS Terms**").

You may only resell one AWS Managed Services Type in connection with a given Program Management Account, and your Distributor will designate to AWS the AWS Managed Services Type being provided in connection with each Program Management Account.

(a) AWS Managed Services Type: AWS Partner-Led Managed Services

AWS Partner-Led Managed Services: When your Distributor enables AWS Partner-Led Managed Services for AWS Partner-Led Managed Services Accounts, AWS Partner-Led Managed Services becomes available to you or your Distributor in accordance with the AMS Terms. You or your Distributor will have primary responsibility for the provision of support and other services related to the AWS Managed Services to the End Customer, and AWS will support you or your Distributor in the provision of such support and other services. You or your Distributor will be responsible for addressing and resolving all initial support



requests or other queries from the End Customer relating to the AWS Partner-Led Managed Services Accounts. An **“AWS Partner-Led Managed Services Account”** means a Program Account that is an A AMS Advanced Account joined to a Program Management Account designated by your Distributor for AWS Partner-Led Managed Services, except that you are not required to join the Program Account to your Program Management Account if AWS Partner-Led Managed Services is the only AWS service you are reselling to that account (a **“Decoupled Billing Account”**). Only you or your Distributor may contact AWS for support for AWS Partner-Led Managed Services for AWS Partner-Led Managed Services Accounts and you or your Distributor will not include the applicable End Customer as a named contact or permit the End Customer to contact AWS directly for such AWS Partner-Led Managed Services.

Removal from AWS Partner-Led Managed Services: You or your Distributor may be required to stop offering AWS Partner-Led Managed Services to End Customers if you or your Distributor do not take sufficient action (as determined by AWS) to prevent End Customers from contacting AWS directly for support requests or other queries. Removal from providing AWS Partner-Led Managed Services means all AWS Partner-Led Managed Services Accounts will become AWS Resold Managed Services Accounts and will be subject to the AWS Resold Managed Services criteria outlined in these Distribution Seller Program Terms.

(b) AWS Managed Services Type: AWS Resold Managed Services

AWS Resold Managed Services: When your Distributor enables AWS Resold Managed Services for AWS Resold Managed Services Accounts, AWS Resold Managed Services become available to you or your Distributor in accordance with the AMS Terms. For AWS Resold Managed Services, you or your Distributor are not required to handle initial End Customer contacts for support issues related to AWS Resold Managed Services Accounts. An **“AWS Resold Managed Services Account”** means a Program Account that is an AWS Managed Services Account joined to a Program Management Account designated by your Distributor for AWS Resold Managed Services.

(c) Enabling, Disabling, or Changing AWS Partner-Led Managed Services or AWS Resold Managed Services

The AMS Terms apply to accounts on which you will be reselling AWS Managed Services (whether AWS Partner-Led Managed Services or AWS Resold Managed Services).

How to Enable, Disable, or Change AWS Partner-Led Managed Services or AWS Resold Managed Services: To enable, disable, or change AWS Partner-Led Managed Services or AWS Resold Managed Services on AWS Partner-Led Managed Services Accounts or AWS Resold Managed Services Accounts, respectively, contact your Distributor.

(d) Additional Distributor or Distribution Seller Obligations (for AWS Partner-Led Managed Services)

End Customer Onboarding Training: You will ensure that at least three of your employees successfully complete, as determined by AWS in its sole discretion, End Customer onboarding training (**“Onboarding Training”**). At least two of the three employees will have the technical expertise necessary to onboard the End Customer so that you may provide the AWS Partner-Led Managed Services to the End Customer. You will not provide any AWS Partner-Led Managed Services to the End Customer until you have successfully completed the Onboarding Training. You will successfully complete any additional



onboarding requirements as necessary to provide AWS Partner-Led Managed Services to the End Customer.

Certification Requirements: In order to be eligible to provide AWS Partner-Led Managed Services, you must meet the requirements of an APN Consulting Partner at the Advanced tier or higher and must maintain at least the Advanced tier.

8.4. Amazon WorkSpaces Application Manager (Amazon WAM)

For the avoidance of doubt, authorization to resell Amazon WAM does not, on its own, authorize you to resell or sublicense the applications or content available in the AWS Marketplace for Desktop Apps.

8.5. Amazon Chime

(a) Amazon Chime

“**Amazon Chime**” means for purposes of the Distribution Program the Amazon Chime Service as described at <https://aws.amazon.com/chime/> (and any successor or related locations designated by us) and the Service Terms, including any PSTN Service as described under the Amazon Chime provisions in the Service Terms.

(b) Additional Distribution Seller Obligations

In addition to the obligations set forth in these Distribution Seller Program Terms you must (i) have an established unified communications presales and sales team; (ii) have two individuals complete the then-current required technical training for Amazon Chime, and (iii) have two individuals complete the then-current required business training for Amazon Chime. Distribution Sellers must demonstrate proficiency in the following knowledge areas:

Sales Strategies

- Meetings-Collaboration solutions / Proof of Concept /Multi-vendor positioning
- Meetings-Collaboration TCO / Usage Based Cost Analysis

Meetings Solution Architecture

- Common Reference Architectures and Implementation Patterns
- Design/Deployment of conference room solutions
- Active Directory and/or Okta integrations
- AWS SDK and available API's
- Reporting / dashboards
- Migration Framework
- Development Best Practices
- Operational Best Practices
- AWS Certifications
- Training / User Adoption
- Content Deliverables (Artifacts)

Distribution Sellers are responsible for billing and remitting any taxes and/or fees, beyond sales tax, associated with the provision of telecom services.

Authorization to resell Amazon Chime is subject to a readiness assessment by our Amazon Chime team. Please email amazonchimepartners@amazon.com to obtain the list of current required training courses or to initiate the readiness assessment.



(c) Additional Territory Restrictions

Notwithstanding anything to the contrary as to (i) the Territory where End Customers may be located as authorized with respect to Distributor and (ii) the countries where Amazon Chime dial in-capabilities are available, any authorization provided to you by AWS to resell Amazon Chime under this Section 8.5 is restricted only to End Customers located in the following countries:

- Any country in the EEA
- Australia
- Canada
- Mexico
- New Zealand
- Singapore
- United Kingdom
- United States

Additionally, Amazon Chime is not authorized for resale on Program Accounts with a billing address located in India.

(d) Cancellation

Notwithstanding anything to the contrary in the Agreement, authorization to resell Amazon Chime will be cancelled (i) upon 30 days' prior written notice from AWS to you or your Distributor; or (ii) immediately upon notice from AWS to you or your Distributor (which may be via email) if AWS determines (in its sole discretion) that you are in breach of this Section 8.5, your Distributor is in breach of its obligations with respect to the resale of Amazon Chime, or you can no longer pass a readiness assessment.

8.6. Amazon Elastic Kubernetes Service (Amazon EKS)

Authorization to resell Amazon EKS is contingent upon your compliance with the Certified Kubernetes Conformance Program ("CKCP") as described at <https://github.com/cncf/k8s-conformance/blob/master/README.md/> (and any successor locations), including your obtaining applicable certifications required under the CKCP and complying with the CKCP's brand and marks guidelines.

8.7. AWS Snowball, AWS Snowmobile, AWS Snowball Edge, and AWS Snowcone

The End Customer must be located in a location where AWS Snowball, AWS Snowmobile, AWS Snowball Edge, or AWS Snowcone is generally available. Each Appliance or Snowmobile (each as defined in the Service Terms) will be delivered by AWS directly to the End Customer's location for use at that location only. An End Customer's location must be separately qualified by AWS, in its sole discretion, for the ability to use AWS Snowmobile. If your Agreement is with AISPL, the End Customer must be located in India. If your Program Account is located outside of India, you cannot offer AWS Snowball, AWS Snowmobile, AWS Snowball Edge, or AWS Snowcone to an End Customer located in India.



8.8. AWS Outposts

You are required to purchase Outposts for resale from a Program Account and cannot purchase Outposts for resale from a Program Management Account or an account designated for internal use by a Distributor or Distribution Seller.

(a) Designated Facility Contact

You agree to provide to AWS and maintain current contact information for a point of contact at the Designated Facility in order to facilitate delivery, installation, maintenance, use, and removal of the Outposts Equipment at the Designated Facility (“**Outposts Support**”), and further agree that AWS may directly communicate and interact with such point of contact for purposes of Outposts Support.

(b) Enterprise Support

You are required to enable AWS Resold Support at the Enterprise level for each Program Account on which Outposts is resold, and may not enable AWS Partner Led Support for such Program Accounts unless authorized by AWS.

(c) Cancellation

Notwithstanding anything to the contrary in the Agreement, authorization to resell Outposts may be terminated at any time for breach of the Service Terms for Outposts.

8.9. Amazon GameLift

(a) Additional Distribution Seller Obligations

In addition to the obligations set forth in these Distribution Seller Program Terms, you must (i) provide a reference to an End Customer that is a game developer, and (ii) designate at least five individuals from your organization (each of whom has successfully completed the online assessments associated with the then-current required training courses) who will comprise your Amazon GameLift service team.

Distribution Sellers must additionally demonstrate proficiency in integrating the GameLift Server SDK with a commercial game engine. This integration may be demonstrated in the form of a previous project or in the form of a proof of concept utilizing sample code made available by the Amazon GameLift team.

Authorization to resell Amazon GameLift is subject to a readiness assessment, which includes but is not limited to the aforementioned proficiency in integrating game engines, by our Amazon GameLift team. Please email gamelift-partners@amazon.com to obtain the current list of required training courses or to initiate the readiness assessment.

You and AWS will hold business review meetings on at least an annual basis to review your compliance with this Section 8.9 and your provision of Amazon GameLift to End Customers. Such business review meetings will be conducted at a reasonable time agreed to by the parties and may be carried out by telephone or web conference.



(b) Cancellation

Notwithstanding anything to the contrary in the Addendum, authorization to resell Amazon GameLift will be cancelled (i) upon 30 days' prior written notice from AWS to you; or (ii) immediately upon notice from AWS to you (which may be via email) if AWS determines (in its sole discretion) that you are in breach of this Section 8.9 or can no longer pass a readiness assessment.

8.10 Alexa for Business

Alexa for Business is only available for resale in the United States.

8.11 AWS Ground Station

(a) Additional Distribution Seller Obligations

Prior to reselling AWS Ground Station, you must (i) complete a readiness assessment conducted by the AWS Ground Station Team; and (ii) have two individuals complete the required technical training for AWS Ground Station. Please email aws-groundstation-prodmgt@amazon.com to obtain the list of current required training courses or to initiate the readiness assessment.

To complete the readiness assessment, you must have an established presales and sales team and demonstrate proficiency in the following space solution architecture knowledge areas (determined in AWS's sole discretion):

- Common Reference Architectures and Implementation Patterns
- Design/Deployment of Public Broadcast Satellite configurations
- Design/Development of AWS Ground Station Cloud Formation Templates
- AWS SDK and APIs
- Migration Framework
- AWS Certifications
- Training/User Adoption

You are responsible for billing and remitting any taxes and/or fees (beyond sales tax) associated with the provision of earth station services.

(b) Additional Territory Restrictions

Notwithstanding anything to the contrary in the Addendum, any AWS Ground Station services resold under this Section 8.11 must exclusively use antenna locations in the following countries:

- United States
- Ireland
- Sweden
- South Africa
- Bahrain
- Australia

Additionally, AWS Ground Station is not authorized for resale on Program Accounts with a billing address located in India.



(c) AWS Contracting Party

For use of AWS Ground Station, the definition of “AWS Contracting Party” means each party identified on the AWS Contracting Party Site, except for Brazil, where the AWS Contracting Party is Amazon Web Services, Inc.

(d) End Customer Licensing Obligations

You will ensure that End Customers are appropriately licensed to use AWS Ground Station, and will provide End Customer licensing information to AWS. You will facilitate communication between AWS and the End Customer as requested by AWS in order to address any licensing concerns. AWS will provide technical information in support of the End Customer’s required licensing applications, and the End Customer must provide technical information to AWS to enable the its use of AWS Ground Station.

(e) Cancellation

Notwithstanding anything to the contrary in the Agreement, authorization to resell AWS Ground Station may be canceled (i) upon 30 days prior written notice from AWS to you; or (ii) immediately upon notice from AWS to you (which may be via email) if AWS determines (at its sole discretion) that you are in breach of this Section 8.11 or can no longer pass a readiness assessment.

9. Multi-Tier Distribution Sellers

Your Sellers (if any) must use a Program Management Account under either resale model or a Distributor Account under the Distributor Account Model to resell the Authorized Services.

10. AWS Contracting Entity

(a) If your Program Account is serviced by Amazon Web Services EMEA SARL (“**AWS Europe**”), these Distribution Seller Program Terms will be deemed to be offered by AWS Europe and any references to “AWS,” “your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AWS Europe.

(b) If your Program Account is serviced by Amazon Web Services, Inc. (“**AWS, Inc.**”), these Distribution Seller Program Terms will be deemed to be offered by AWS, Inc. and any references to “AWS,” “your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AWS, Inc.

(c) If your Agreement is with Amazon Internet Services Private Limited (“**AISPL**”) these Distribution Seller Program Terms will be deemed to be offered by AISPL and any references to “AWS,” “your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AISPL.

(d) If your Program Account is with Amazon Web Services South Africa Proprietary Limited (“**AWS South Africa**”), these Distribution Seller Program Terms will be deemed to be offered by AWS South Africa and references to “AWS,” “your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AWS South Africa.

(e) If your Program Account is serviced by Amazon AWS Serviços Brasil Ltda. (“**AWS SBL**”), these Distribution Seller Program Terms will be deemed to be offered by AWS SBL and any references to “AWS,”



“your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AWS SBL.

(f) If your Program Account is serviced by Amazon Web Services Korea LLC (“**AWSK**”), these Distribution Seller Program Terms will be deemed to be offered by AWSK and any references to “AWS,” “your AWS contracting entity,” “us,” “our,” and “we” contained in these Distribution Seller Program Terms will be to AWSK.

