

2P Distribution Program Seller Terms

Last Updated: October 1, 2026

1. Purpose; Scope; Limitations.

1.1 These terms (“**2P Distribution Program Seller Terms**”) apply to you and the entity you represent (“**you**” or “**your**”) if you authorize Amazon AWS Serviços Brasil Ltda. (“**AWS**”) to distribute to Subscribers, as seller of record, the rights to access and use your Software (the “**Licensed Materials**”) identified in a distribution authorization (a “**Distribution Authorization**”) that you create in AWS Marketplace. You represent to AWS that you are lawfully able to enter into contracts and you have legal authority to bind the entity you represent. Capitalized terms have the meanings set forth in these 2P Distribution Program Seller Terms.

1.2 For purposes of these 2P Distribution Program Seller Terms and any Distribution Authorization, “Software” means (a) your software applications, application programming interfaces (APIs), tools, libraries, middleware, and any other technology, including any other technology that enables access to, integration with, or utilization of artificial intelligence or machine learning model capabilities, together with all related updates, upgrades, patches, new versions, and documentation that you make available to AWS during the term of these 2P Distribution Program Seller Terms; and (b) all intellectual property, algorithms, data structures, protocols, and other components owned or controlled by you that are embodied in, or necessary for the functioning, operation, or use of the foregoing under (a), whether separately identifiable or independently accessible by AWS.

1.3 Neither party, nor any entity that directly or indirectly controls, is controlled by, or is under common control with that party (“**Affiliate**”), is an agent of the other for any purpose or has the authority to bind the other. The parties are independent contractors, and these 2P Distribution Program Seller Terms will not be construed to create a partnership, joint venture, agency, or employment relationship.

1.4 Both parties reserve the right: (a) to sell or authorize for distribution software that is similar to or competes with that of the other party; and (b) to assist third parties who may offer software which competes with the other party’s software.

2. License; Distribution of Licensed Materials.

2.1 You grant AWS a nonexclusive and nontransferable license to distribute, reproduce, display, transmit, promote, and otherwise digitally make available the Licensed Materials to companies incorporated in Brazil (“**Subscribers**”) subject to the terms of the Distribution Authorizations you create; provided, that no Distribution Authorizations may be created with respect to the distribution of the Licensed Materials to any entity 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 (federal, state or local) or its territories; (b) a quasi-governmental entity; (c) an international governing/regulatory body; (d) a publicly funded institution (such as a college, university, or hospital); or (e) a higher-tier prime contractor, consultant, or other entity working in support of the foregoing.

2.2 AWS will offer the Licensed Materials to Subscribers in the form of ongoing subscriptions (“**Subscriptions**”). AWS will include a notice in each Subscription stating that use of the Licensed Materials is subject to the Subscriber EULA (as defined in [Section 3.3](#)) or to any other applicable terms that you include in the respective Distribution Authorization.

2.3 Subject to the licenses granted herein, you will retain all right, title, and interest to the Licensed Materials. Nothing in these 2P Distribution Program Seller Terms will be construed to: (a) grant to you or AWS any right in the other party’s intellectual property; or (b) require AWS to offer any minimum number

of Subscriptions.

2.4 Except as set forth in these 2P Distribution Program Seller Terms, AWS will not: (a) use any Licensed Materials as an end user; (b) sublicense, or otherwise grant to any third party, any of the rights granted to AWS under these 2P Distribution Program Seller Terms; (c) rename or rebrand the Licensed Materials; or (d) knowingly misrepresent the features or functionality of the Licensed Materials.

2.5 AWS may at any time: (a) request you to provide additional information to verify the representations you have made to AWS; (b) review or test the Licensed Materials, including for security-related concerns or to check the accuracy of descriptions and other materials relating to the Licensed Materials, as applicable; (c) decline the distribution of any Licensed Materials for any or no reason; (d) suspend or terminate the distribution of any Licensed Materials under any Distribution Authorization upon 30 days' written notice to you, for any or no reason, provided that AWS may immediately suspend or terminate distribution of any Licensed Materials under any Distribution Authorization (i) in the event that AWS reasonably suspects that you are violating applicable law or expose or threaten to expose AWS to any liability, or (ii) if necessary, at AWS's discretion, to comply with applicable law or requests of governmental entities; and (e) terminate an existing Subscriber's use of your Licensed Materials (i) at any time in accordance with AWS's agreement with the Subscriber, or (ii) upon termination of the corresponding Distribution Authorization, subject to [Section 7.4](#).

2.6 You will have full discretion to set the price of the rights granted to AWS under these 2P Distribution Program Seller Terms and the Distribution Authorizations ("**Royalties**"). The Royalties for each Distribution Authorization will be set forth in the applicable Distribution Authorization. AWS will pay Royalties to you within 60 days of your invoice for the same. All payments will be made in U.S. dollars. AWS will have full discretion to set the price of the Subscriptions to Subscribers. AWS may offset overdue and uncollected amounts from Subscribers against future Royalties payments by providing notice to you identifying the Subscriber and applicable Subscription.

2.7 Any personal information submitted to AWS will be subject to the AWS Privacy Notice currently referenced at <http://aws.amazon.com/privacy>, as may be updated from time to time.

3. Your Representations, Warranties and Obligations.

3.1 You represent and warrant to AWS that: (a) all information about the Licensed Materials (including product descriptions and functional capabilities) made available to AWS or Subscribers is accurate, complete, not misleading, and in compliance with applicable law; (b) you and your Affiliates have all necessary authorizations, rights, or licenses to grant AWS the license described in [Section 2.1](#); (c) the Licensed Materials and AWS's distribution of the Licensed Materials will not violate or infringe any rights (including intellectual or proprietary rights of any third party), licenses or authorizations, orders, or applicable laws; (d) the Licensed Materials (i) will be comprised exclusively of Software and will not include any other products or services which are not considered Software, and (ii) are and will be kept up-to-date with current bug fixes and security patches, and are free of viruses, worms, Trojan horses, disabling programming instructions, or other items that may threaten, infect, damage, disable, or otherwise interfere with their permitted use; and (e) to the extent that the Licensed Materials include artificial intelligence or machine learning ("**AI/ML**") functionality, you maintain and adhere to industry standard policies and procedures for the ethical and responsible use of such technologies, including policies, protocols and procedures for (i) developing and implementing AI/ML technologies in a way that promotes transparency, accountability and human interpretability and complies with applicable law, and (ii) assessing limitations of the Licensed Materials and mitigating harmful model behavior, including identifying and mitigating bias in training data or in the algorithmic model used in the Licensed Materials, such as

racial, gender, or ideological bias.

3.2 Except as agreed to in writing between you and the respective Subscriber or otherwise permitted by applicable law, you may use Subscribers' data or information to which you have access in connection with these 2P Distribution Program Seller Terms ("**Subscriber Information**") only for (a) providing support for and facilitating the distribution of the Licensed Materials by AWS, or (b) computation of your internal sales metrics. This section does not apply to information that you acquire from Subscribers outside of the distribution governed by these 2P Distribution Program Seller Terms, even if that information is identical to Subscriber Information.

3.3 You will enter into agreements with Subscribers that will govern Subscribers' access to and use of the Licensed Materials ("**Subscriber EULAs**"). You will ensure that Subscriber EULAs: (a) are consistent with these 2P Distribution Program Seller Terms; (b) do not apply to AWS; (c) do not supersede, amend, or otherwise modify the Subscriptions or any agreements between AWS and Subscribers for the distribution of Licensed Materials; and (d) do not include any representations or warranties about AWS, its products, services, or data, or purport to bind AWS or its Affiliates.

3.4 You will: (a) comply with the terms and conditions of the AWS Acceptable Use Policy located at <https://aws.amazon.com/aup>, as may be updated from time to time; (b) maintain the availability of the Licensed Materials as necessary to enable fulfillment of the Subscriptions; and (c) directly provide Subscribers with, and be solely responsible for, all customer and technical support relating to the Licensed Materials.

3.5 If any Licensed Material is, or in your reasonable opinion is likely to be, subject to a third-party infringement claim, you will, at your sole expense, either: (a) procure the right for AWS and Subscribers to continue distributing and using such Licensed Material, respectively; (b) replace or modify such Licensed Material to make it non-infringing without degradation or impairment in its functionality; or (c) if neither (a) nor (b) is possible, terminate the affected Distribution Authorization(s) upon 90 days' notice and refund AWS for prepaid Royalties for the unexpired term. Your obligations under this Section 3.5 are in addition to your indemnification obligations under Section 6.

3.6 You will not subcontract your obligations under these 2P Distribution Program Seller Terms without prior written consent of AWS. Your use of subcontractors to perform any obligations under these 2P Distribution Program Seller Terms (including any obligations with Subscribers) will not relieve you of any of your obligations under these 2P Distribution Program Seller Terms.

- 4. Taxes.** Royalties will not include any foreign, federal, state, local, municipal or other governmental taxes, duties, levies, fees, excises or tariffs, arising in connection with the transactions contemplated under these 2P Distribution Program Seller Terms. If any taxes are legally required to be deducted or withheld on payments made by AWS to you, AWS will have the right to deduct or withhold such taxes and pay them to the appropriate taxing authority. AWS's payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you for such amounts. Throughout the term of these 2P Distribution Program Seller Terms, you will provide AWS with any forms, documents, or certifications as may be required for AWS to satisfy any information reporting or withholding tax obligations with respect to any payments under these 2P Distribution Program Seller Terms.
- 5. Limitations of Liability.** EXCEPT FOR (A) AWS'S PAYMENT OF ROYALTIES OBLIGATIONS UNDER SECTION 2.6 AND (B) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) NEITHER AWS NOR YOU, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY,

EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR ANY LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THESE 2P DISTRIBUTION PROGRAM SELLER TERMS, AND (II) THE AGGREGATE LIABILITY UNDER THESE 2P DISTRIBUTION PROGRAM SELLER TERMS OF EITHER AWS OR YOU, OR ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS WILL NOT EXCEED THE AMOUNT OF ROYALTIES PAID BY AWS TO YOU UNDER THESE 2P DISTRIBUTION PROGRAM SELLER TERMS FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM.

6. Indemnification.

6.1 You will defend, indemnify, and hold harmless AWS and its Affiliates, and their respective directors, officers, employees, representatives, licensors, distributors, contractors, agents, successors, and assigns (the “**Indemnified Parties**”) from and against any loss, damage, expense, interest, actions, causes of action and any other liability (including reasonable attorneys’ fees, expenses and costs) related to or arising from any third-party allegation, claim, demand, action, lawsuit, or proceeding (a “**Claim**”) concerning: (a) your actual or alleged breach of your obligations, covenants, representations or warranties set forth in these 2P Distribution Program Seller Terms; (b) your actual or alleged violation of any applicable law in connection with the Licensed Materials or these 2P Distribution Program Seller Terms; (c) your actual or alleged infringement or misappropriation of any intellectual or proprietary rights; (d) any allegation or Claim that the Licensed Materials or the distribution, reproduction, display, transmission or promotion of the Licensed Materials by AWS under the terms of these 2P Distribution Program Seller Terms violates applicable law or infringes or misappropriates any third-party rights; (e) taxes, fees, interest, or penalties imposed on AWS as a consequence of its distribution of the Licensed Materials; (f) any dispute between you or any of your Affiliates and any Subscriber related to the Licensed Materials or these 2P Distribution Program Seller Terms; (g) any actual or alleged fraud, gross negligence or willful misconduct by you or third parties performing services or acting on your behalf relating to the Licensed Materials; (h) any royalties or payments due by you to any third parties as a result of these 2P Distribution Program Seller Terms; or (i) any Claim by your or your Affiliates’ employees, agents, consultants, subcontractors or other third parties performing services on your or your Affiliates’ behalf relating to workers’ compensation or other benefits.

6.2 AWS will (a) give you prompt written notice of any Claim (provided that any delay in notification will not relieve you of your indemnification obligations except to the extent that the delay impairs your ability to defend such Claim) and (b) cooperate reasonably with you (at your expense) in connection with the defense and settlement of the Claim.

6.3 You will (a) use counsel reasonably satisfactory to AWS to defend any Claim, and (b) control the defense and settlement of the Claim; provided that you may not consent to the entry of a judgment or otherwise settle any Claim without AWS’s prior written consent (which will not be unreasonably withheld or delayed), and provided further that AWS (at its cost) may participate in the defense and settlement of the Claim with counsel of its own choosing.

6.4 Your duty to indemnify the Indemnified Parties under this [Section 6](#) will be independent from your other obligations under these 2P Distribution Program Seller Terms.

7. Term; Termination; Survival.

7.1 Term. These 2P Distribution Program Seller Terms will remain in effect until terminated under this [Section 7](#).

7.2 Termination for Convenience. AWS can terminate these 2P Distribution Program Seller Terms or any

Distribution Authorization for any reason at any time upon 30 days' written notice to you. Notwithstanding the foregoing, AWS may immediately terminate these 2P Distribution Program Seller Terms or any Distribution Authorization upon written notice to you (i) if AWS reasonably suspects that you are violating applicable law or expose or threaten to expose AWS to any liability, or (ii) to the extent necessary, at AWS's discretion, to comply with applicable law or requests of governmental entities.

7.3 Termination for Cause. You or AWS can terminate these 2P Distribution Program Seller Terms or any Distribution Authorization if the other party materially breaches these 2P Distribution Program Seller Terms or any Distribution Authorization and does not cure the breach within 15 days following its receipt of written notice of the breach from the non-breaching party.

7.4 Effect of Termination. Upon termination of these 2P Distribution Program Seller Terms or a Distribution Authorization: (a) except as set forth in this Section 7.4, all rights granted to AWS will terminate; (b) AWS will cease distributing the Licensed Materials, except as necessary for AWS to enable the fulfillment of Subscriptions purchased prior to termination subject to this Section 7.4; (c) you will continue to provide Licensed Materials to Subscribers in connection with all Subscriptions purchased prior to the termination of these 2P Distribution Program Seller Terms or the corresponding Distribution Authorization for at least 90 days (the "**Wind-Down Period**") unless you are no longer making such Licensed Materials commercially or otherwise publicly available; and (d) AWS will continue to pay the applicable Royalties to you during the Wind-Down Period.

7.5 Survival. Sections 4 (Taxes), 5 (Limitations of Liability), 6 (Indemnification), 7.4 (Effect of Termination), and 8 (General) will survive the termination of these 2P Distribution Program Seller Terms.

8. General.

8.1 Governing Law; Venue. These 2P Distribution Program Seller Terms are governed by the laws of the State of New York, without reference to its conflict of law rules. The parties agree to exclusive personal jurisdiction and venue in the federal and state courts in New York County, New York for any dispute arising out of these 2P Distribution Program Seller Terms.

8.2 Assignment. You will not assign or otherwise transfer these 2P Distribution Program Seller Terms or any of your rights and obligations under these 2P Distribution Program Seller Terms, without AWS's prior written consent. Any assignment or transfer in violation of this Section 8.2 will be void. AWS may assign these 2P Distribution Program Seller Terms without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of AWS's assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to these 2P Distribution Program Seller Terms and AWS is fully released from all of its obligations and duties to perform under these 2P Distribution Program Seller Terms. Subject to the foregoing, these 2P Distribution Program Seller Terms will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

8.3 No Third-Party Beneficiaries. Except as specified in Section 6 with respect to the Indemnified Parties, these 2P Distribution Program Seller Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these 2P Distribution Program Seller Terms.

8.4 Entire Agreement. These 2P Distribution Program Seller Terms and the Distribution Authorizations entered into pursuant to these 2P Distribution Program Seller Terms, are the entire agreement between you and AWS regarding the subject matter of these 2P Distribution Program Seller Terms. These 2P Distribution Program Seller Terms (a) supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and AWS, whether written or verbal,

regarding the subject matter of these 2P Distribution Program Seller Terms, and (b) do not supersede, amend, or otherwise modify any other agreement between you and AWS or any of its Affiliates that does not relate to the subject matter of these 2P Distribution Program Seller Terms. Distribution Authorizations are governed by these 2P Distribution Program Seller Terms, which will control in the event of any conflict, inconsistency or ambiguity between the terms of any Distribution Authorization and these 2P Distribution Program Seller Terms. If you and AWS or any of its Affiliates have entered into a separate written agreement governing the distribution of your Software by AWS, that agreement will apply in lieu of these 2P Distribution Program Seller Terms.

8.5 Notices.

- (a) AWS may provide any notice to you under these 2P Distribution Program Seller Terms by: (i) posting a notice on <http://aws.amazon.com> (and any successor or related locations designated by AWS or its Affiliates), as may be updated from time to time (the “**AWS Site**”); or (ii) sending a message to the email address then associated with your account or designated contact. 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. AWS may update its address for notices by providing notice to you.
- (b) To give AWS notice under these 2P Distribution Program Seller Terms, you must contact AWS by personal delivery, overnight courier, or registered or certified mail to AWS’s mailing address listed in Section 12 of the AWS Customer Agreement available at <https://aws.amazon.com/agreement/> (or any successor or related locations designated by AWS or its Affiliates, as may be updated from time to time). Notices provided by personal delivery will be effective immediately. Notices provided by 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.

8.6 Confidentiality.

- (a) If you or your Affiliates and AWS or its Affiliates have a Mutual Nondisclosure Agreement applicable to the relationship contemplated by these 2P Distribution Program Seller Terms (an “**NDA**”), then the NDA is incorporated by reference into these 2P Distribution Program Seller Terms.
- (b) If there is no NDA, you agree to protect and keep confidential any information obtained from AWS in connection with these 2P Distribution Program Seller Terms that is identified as confidential or proprietary, or that, given the nature of the information or the manner of its disclosure, reasonably should be considered confidential or proprietary (“**AWS Confidential Information**”). You will use AWS Confidential Information only for the purpose of performing your obligations or exercising your rights under these 2P Distribution Program Seller Terms and will not disclose AWS Confidential Information to any third party without AWS’s prior written consent.

8.7 No Waivers. The failure by you or AWS to enforce any provision of these 2P Distribution Program Seller Terms will not constitute a present or future waiver of such provision nor limit your or AWS’s right to enforce such provision at a later time. All waivers must be in writing to be effective.

8.8 Severability. If any portion of these 2P Distribution Program Seller Terms is held to be invalid or unenforceable, the remaining portions of these 2P Distribution Program Seller Terms will remain in full force and effect. Any invalid or unenforceable portion 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 these 2P Distribution Program Seller Terms but the rest of the 2P Distribution Program Seller Terms will remain in full force and effect.

8.9 Amendments. AWS may modify these 2P Distribution Program Seller Terms at any time by posting a revised version on the AWS Site or by notifying you in accordance with [Section 8.5\(a\)](#). The modified terms will become effective upon posting or as set forth in the notice provided to you by AWS.

8.10 Compliance with Law; Authorizations. The parties will (a) comply with all applicable laws, rules, and regulations in connection with their activities under these 2P Distribution Program Seller Terms, and (b) at their own expense, make, obtain, and maintain in force at all times during the term of these 2P Distribution Program Seller Terms, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulations or orders required to perform their obligations under these 2P Distribution Program Seller Terms.

8.11 Trade Compliance. In connection with these 2P Distribution Program Seller Terms, the parties acknowledge that the Licensed Materials may be subject to export and import control laws and regulations of various countries and agree to comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. Such laws and regulations include, without limitation, U.S. Export Administration Regulations, if applicable.