



# G-Cloud 13 Amazon Web Services EMEA SARL, UK Branch (AWS) – AWS Support Pricing Document

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## 1. Introduction

This Amazon Web Services (AWS) EMEA SARL, UK Branch (“**Supplier**”) Pricing Document provides pricing information for the following offerings included in the G-Cloud 13 framework digital marketplace catalogue:

- AWS Support
- UK G-Cloud Deployment Programme (“**UKGDP**”)
- UK G-Cloud Volume Commitment Programme (“**UKVCP**”)



# PART 1

This section provides information for on-going AWS Support

## 2. AWS Support Pricing

Buyer must contact Supplier's Account Manager point of contact to subscribe to Enterprise Support (see the AWS Service Definition Document). Buyer can subscribe to Developer and Business level support through the AWS management console.

All paid AWS Support plans are billed monthly, with no long-term contracts. AWS Support fees are calculated on a per-account basis for Business and Developer Support plans. For Enterprise Support, you are billed based on the aggregate monthly AWS charges for all your account IDs subscribed to Enterprise Support.

All AWS Support plans include an unlimited number of account and billing support cases, with no long-term contracts.

Basic Support is automatically included **free** of charge for all AWS accounts. Monthly charges for the Developer, Business, and Enterprise Support plans are based on each month's AWS usage charges, subject to a monthly minimum charge.

As Buyer's AWS charges grow, Buyer earns volume discounts on Buyer's AWS Support costs.

### 2.1. AWS Basic Support

Included free of charge with all AWS accounts.

### 2.2. AWS Developer Support

Greater of \$29 or

-

3% of monthly AWS usage

### 2.3. AWS Business Support

Greater of \$100 or

-

10% of monthly AWS usage for the first \$0–\$10K

7% of monthly AWS usage from \$10K–\$80K

5% of monthly AWS usage from \$80K–\$250K

3% of monthly AWS usage over \$250K

### 2.4. AWS Enterprise Support

Greater of \$15,000 or

-

10% of monthly AWS usage for the first \$0–\$150K

7% of monthly AWS usage from \$150K–\$500K



5% of monthly AWS usage from \$500K–\$1M

3% of monthly AWS usage over \$1M

## 2.5. Purchasing Support for Reserved Resources

When you prepay for compute needs with Amazon Elastic Compute Cloud (Amazon EC2) Reserved Instances, Amazon Relational Database Service (Amazon RDS) Reserved Instances, Amazon Redshift Reserved Instances, or Amazon ElastiCache Reserved Cache Nodes and are enrolled in a paid AWS Support plan, the one-time (upfront) charges for the prepaid resources are included in the calculation of your AWS Support charges in the month you purchase the resources. In addition, any hourly usage charges for reserved resources are included in the calculation of your AWS Support charges each month.

If you have existing reserved resources when you sign up for a Support plan, the one-time (upfront) charges for the reserved resources, prorated over the term of the reservation, are included in the price calculation for the first month of AWS Support. For example, if you purchase a three-year reserved instance on January 1 and sign up for the Business support plan on October 1 of the same year, 75% of the upfront fee you paid in January is included in the calculation of Support costs for October.

# PART 2

This section describes additional discount programmes provided by AWS

## Programme 1 - UK G-CLOUD Deployment Program

**IN ADDITION TO THE SUPPLIER TERMS AND ITS APPENDIX 1 TO THE AWS CUSTOMER AGREEMENT- AWS ENTERPRISE SUPPORT ADDITIONAL TERMS AND CONDITIONS, THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO BUYERS THAT EXECUTE A UK G-CLOUD DEPLOYMENT PROGRAMME (“UKGDP”) CALL-OFF CONTRACT**

In order to comply with the terms of the G-Cloud 13 Framework and the UKGDP, Supplier will provide a Call-Off template referencing the UKGDP for Buyers execution (“**UKGDP Call-Off Contract**”).

### 1. Overview

As consideration for Buyer’s upfront UKGDP payment of at least two million dollars (\$2,000,000.00) per annum (the “**UKGDP Payment**”), Buyer will receive a 100% discount for Buyer’s use of Enterprise Support under AWS accounts that Buyer enrolls in the UKGDP per Section 3 below (the “**Eligible Accounts**”). The Discount Rate will be applied to pricing for Enterprise Support detailed in the Supplier’s Pricing Document in the Digital Marketplace for the UKGDP term (“**UKGDP Benefit**”).

### 2. The Term

2.1 The UKGDP is for a fixed 12 month term or 24 month or 36 month term which shall be defined in the Call Off Contract (“**UKGDP Term**”).

2.2 The UKGDP Term will start on the 1st day of the month following the month in which the UKGDP Call-Off Contract is executed, provided that Buyer provides the executed UKGDP Call-Off Contract to Supplier no later than the 20th of the month. In the event that Buyer returns the executed contract to Supplier after the 20th of the month, the UKGDP Term will start on the 1st day of the second month following the month in which the UKGDP Call-Off Contract is executed (e.g. if an executed UKGDP Call-Off Contract is returned to Supplier by 20th May, the UKGDP Term will start on 1st June but if an executed UKGDP Contract is returned to Supplier on the 25th May, the UKGDP Term will start on 1st July).

2.3 Buyer will ensure that the term of the UKGDP Call-Off Contract (including any options to extend such contract) can accommodate the full UKGDP Term.

### 3. Programme Benefit

3.1 The UKGDP Programme Benefit will only apply to Buyer's consumption of Enterprise Support that occurs during the UKGDP Term.

The UKGDP Benefit will only apply to Enterprise Support that Buyer subscribes to via Buyer's Master Account and any Member Accounts joined in an Organization to such Master Account via AWS Organizations as described in the Supplier Terms (provided such accounts are or have been opened by Buyer for use by Buyer, and are registered with email addresses issued by Buyer) (collectively, the "**Eligible Accounts**"). Buyer will provide Supplier the Master Account ID by sending notice of same to Supplier at [awsqcloud@amazon.com](mailto:awsqcloud@amazon.com). Details on how to use the consolidated billing feature in AWS Organizations to set up the Master Account and Member Accounts can be found at:

<http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html>

3.2 Each month, the UKGDP Benefit will be calculated to equal the amount of Buyer's charges for Enterprise Support consumption under the Eligible Accounts during that particular month. The UKGDP Benefit will be applied to the Eligible Accounts such that the total amount invoiced will be reduced by the amount of that month's Enterprise Support consumption fees.

3.3 The UKGDP Benefit will appear on Buyer's monthly Summary Invoice. A Summary Invoice will clearly reference the UKGDP (See Annex 1 to this Appendix 1 for Summary Invoice example). While Buyer may receive other pro forma invoices from Supplier, the monthly Summary Invoice will be the invoice that requires payment, if necessary. Supplier recommends that, during the Term, Buyer uses a separate nonactionable email address for receipt of the pro forma invoices and designates its Accounts Payable address for receipt of the monthly Summary Invoice. Supplier's Account Manager point of contact will guide Buyer through this process upon issuance of the 1st invoice.

### 4. Payment Allocation

4.1 Supplier will issue Buyer with a request for funds for the amounts payable for each UK GDP Payment.

4.2 If Buyer selects the 24 month or 36 month UK GDP Term, the annual UKGDP Payment will become payable on two or three occasions at the start of each 12 month period of the UKGDP Term

4.3 Buyer will pay Supplier the UKGDP Payment within the latter of (i) last day of the month during which Buyer has received the UKGDP Payment request for funds or (ii) 7 days after date of the request for funds.



4.4 Fees incurred each month of the UKGDP Term under Eligible Accounts will be applied against the UKGDP Payment (after application of any applicable discounts and credits, the “**Monthly Charges**”), as described in this Section. Supplier will apply the balance of the UKGDP Payment paid to Supplier and which have not been applied to Monthly Charges for prior months during the UKGDP Term (the “**Available Balance**”) to future Monthly Charges until the Available Balance is reduced to zero. The monthly Summary Invoice will detail Buyer’s consumption of services against the Available Balance. If in any month Buyer’s Monthly Charges exceed Buyer’s Available Balance, the Summary Invoice will indicate the remaining fees that will be due and Buyer will pay Supplier such excess amount as indicated in the Summary Invoice.

4.5 The UKGDP Payment may not be used to pay or offset for the AWS Professional Services and Training Charges.

4.6 The Available Balance may not be applied to any future UKGDP Term extension and is not a deposit or credit toward the purchase of any Supplier Services after the UKGDP Term.

4.7 If Buyer selects 24 month option, at the end of Year 1 of the programme, if the Buyer has a remaining Available Balance from the Year 1 UKGDP Payment, the remaining Available Balance will transfer to Year 2 of the programme. This will constitute an uplift to the Year 2 Available Balance and will not reduce the Year 2 UKGDP Payment payable for the second year of the programme.

4.8 If Buyer selects 36-month option, at the end of Year 2 of the programme, if the Buyer has a remaining Available Balance from the Year 2 UKGDP Payment, the remaining Available Balance will transfer to Year 3 of the programme. This will constitute an uplift to the Year 3 Available Balance and will not reduce the Year 3 UKGDP Payment payable for the third year of the programme.

4.9 UKGDP Payment request for funds will be administered by Amazon Web Services EMEA SARL on behalf of its UK branch office; Amazon Web Services EMEA SARL, UK Branch.

## 5. Programme selection

5.1 The UKGDP (and any Eligible Accounts Buyer includes in the UKGDP through the process in Section 3 above) cannot be combined with any other discount programme, including but not limited to, the UKVCP. In the event Buyer has accounts that are already participating in any other discount programmes, such accounts shall be excluded from the UKGDP.

## 6. Termination

6.1 If during the UKGDP Term Buyer exercises its right to terminate a UKGDP Call-Off Contract for convenience or cause or Supplier terminates a UKGDP Call-Off Contract for cause as set out in the G-Cloud 13 Call-Off Contract terms, Supplier will refund the Available Balance of the UKGDP Payment paid to Supplier, less the (a) total Enterprise Support discount amount that Buyer received under the UKGDP Call-Off Contract and (b) any incurred and unpaid fees for the Services as of the effective date of such termination (if (a) and (b) are greater than the Available Balance, Buyer will pay Supplier the shortfall amount). In addition, any future annual payment obligations under this UKGDP arising after the effective date of such termination will not apply.

## 7. Renewal of the UKGDP Programme

7.1 The UKGDP will automatically expire at the end of the UKGDP Term. Buyer may request a renewal of their participation in the UKGDP by notifying the Supplier by request at [aws-gcloud@amazon.com](mailto:aws-gcloud@amazon.com) at least 60 days before the expiry of the then current UKGDP Term. AWS will respond to Buyer within 30 days of the receipt of the renewal request notification and confirm the ability to renew. AWS will issue a request for funds Buyer for the renewal term of the UKGDP. Buyer will pay Supplier the UKGDP Payment within the latter of (i) last day of the month during which Buyer has received the UKGDP Payment invoice or (ii) 7 days after date of invoice.

7.2 In order to renew the UKGDP in accordance with clause 7.1, Buyer must have at least 12 month remaining on their Call-Off Contract Term. In the event that the Buyer has less than 12 months remaining on the Call-Off Contract Term, the parties will execute an extension of the Call-Off Contract via a contract variation prior to the renewal of the UKGDP Call-Off Contract setting out a new Payment and term.



### Annex 1 to Programme 1 – Example UK GDP Request for Funds



Account number:  
012345678901

Customer Address:  
Customer  
Attn: Customer Employee  
PO Box ##  
City, Postal Code, GB

### Amazon Web Services UK Government Deployment Program Invoice

Email or talk to us about your AWS account, visit [aws.amazon.com/contact-us/](http://aws.amazon.com/contact-us/)

#### Invoice Summary

|                                       |                   |
|---------------------------------------|-------------------|
| Invoice Number:                       | GDPXXS1XXX        |
| Invoice Date:                         | December 12, 2016 |
| <b>AMOUNT DUE ON January 11, 2017</b> | <b>\$0.00</b>     |

This is an invoice for the billing period November 1 – November 30, 2016 pursuant to your AWS UK Government Deployment Program.



| Summary                                  |                       |
|--|-----------------------|
| AWS Service Charges Invoice # 1234567    | \$100,000.00          |
| AWS Enterprise Support Invoice # 2345678 | \$7,000.00            |
| UK GDP Refund Credit Memo #3456789       | (\$7,000.00)          |
| UK GDP Payment Applied                   | (\$100,000.00)        |
| <b>Total Amount Outstanding</b>          | <b>\$0.00</b>         |
| Prepayment Balance                       |                       |
| Starting Balance                         | \$2,000,000.00        |
| Prepayment Applied                       | (\$100,000.00)        |
| <b>Ending Balance</b>                    | <b>\$1,900,000.00</b> |

#### Electronic funds transfer details:

Bank Name: Wells Fargo Bank NA  
 Account Name: Amazon Web Services, Inc.  
 Account Number: 4121350227  
 ACH Routing Number: 121000248  
 Wire Routing Number: 121000248  
 SWIFT Code: WFIUS6SXXX

Thank you for using Amazon Web Services.  
Sincerely,  
The Amazon Web Services Team

# Programme 2 - UK G-CLOUD Volume Commitment Programme

**IN ADDITION TO THE SUPPLIER TERMS, THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO BUYERS THAT EXECUTE A UK G-CLOUD VOLUME COMMITMENT PROGRAMME (“UKVCP”) CALL-OFF CONTRACT.**

In order to comply with the terms of the G-Cloud 13 Framework and the UKVCP, Supplier will provide a Call-Off template referencing the UKVCP for Buyer’s execution (“UKVCP Call-Off Contract”).

## 1. Overview

In consideration of Buyer’s upfront UKVCP payment of one of the options:

**Table 1:**

|          | VCP Term | UKVCP Payment (per annum minimum commitment**) | Discount Rate* | Total minimum commitment under a UKVCP Call-Off Contract |
|----------|----------|--|----------------|--|
| Option 1 | 2 years  | \$20,000,000.00 pamc                           | 16%            | \$40,000,000.00  |
| Option 2 | 2 years  | \$10,000,000.00 pamc                           | 14%            | \$20,000,000.00  |
| Option 3 | 2 years  | \$4,000,000.00 pamc                            | 11%            | \$8,000,000.00   |

\*Discount Rate applied to Eligible Services only, as defined in Annex 1 to this Appendix 2 below.

\*\* The per annum minimum commitment (pamc) represents the minimum annual pre-payment by Buyer for participation in the UKVCP.

(each the “UKVCP Payment”), for each year of the applicable UKVCP Term (defined below).

Buyer will receive a Discount Rate as set out in the fourth column of Table 1 above (“Discount Rate”) for use of the Supplier Services specified in Annex 1 to this Appendix 2 (the “Eligible Services”) under AWS accounts that Buyer enrolls in the UKVCP in accordance with Section 3 below (the “Eligible Accounts”).

The Discount Rate will be applied to pricing for the Eligible Services detailed in the Supplier’s Pricing Document in the Digital Marketplace during the term of the UKVCP (“UKVCP Programme Benefit”).

## 2. The Term

2.1 UKVCP is for the mandatory term specified in the second column ‘VCP Term’ of Table 1 above (“UKVCP Term”).

2.2 The UKVCP Term will start on the 1<sup>st</sup> day of the month following the month in which the UKVCP Call-Off Contract is executed, provided that Buyer provides the executed UKVCP Call-Off Contract to Supplier no later than the 20<sup>th</sup> of the month. In the event that Buyer returns the executed contract to Supplier after the 20<sup>th</sup> of the month, the UKVCP Term will start on the 1<sup>st</sup> day of the second month following the month in which the UKVCP Call-Off Contract is executed (e.g. if an executed UKVCP Call-Off Contract is returned to Supplier by 20<sup>th</sup> May, the UKVCP Term will start on 1<sup>st</sup> June, but if an executed UKVCP Call-Off Contract is returned to Supplier on the 25<sup>th</sup> May, the UKVCP Term will start on 1<sup>st</sup> July).

2.3 Buyer will ensure that the term of the UKVCP Call-Off Contract (including any options to extend such contract) can accommodate the full UKVCP Term.

### 3. Programme Benefit

3.1 The UKVCP Programme Benefit will only apply to Buyer's consumption of Eligible Services that occurs during the VCP Term.

3.2 The UKVCP Programme Benefit will only apply to Buyer's Master Account and any Member Accounts joined in an Organization to such Master Account via AWS Organizations as described in the Supplier Terms (provided such accounts are or have been opened by Buyer for use by Buyer, and are registered with email addresses issued by Buyer) (collectively, the "**Eligible Accounts**"). Buyer will provide Supplier the Master Account ID by sending notice of same to Supplier at [aws-gcloud@amazon.com](mailto:aws-gcloud@amazon.com). Details of how to use the consolidated billing feature in AWS Organizations to set up the Master Account and Member Accounts can be found at:

<http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html>

3.3 Each month, the Discount Rate will be applied to the charges accrued by Buyer for Eligible Services under the Eligible Accounts, such that the total amount charged for those Eligible Services will be reduced by the Discount Rate.

3.4 The UKVCP Programme Benefit will appear on Buyer's monthly Summary Invoice. A Summary Invoice will clearly reference the UKVCP. While Buyer may receive other pro forma invoices from Supplier, the monthly Summary Invoice will be the invoice that requires payment, if necessary. Supplier recommends that, during the UKVCP Term, Buyer uses a separate nonactionable email address for receipt of the pro forma invoices and designates its Accounts Payable address for receipt of the monthly Summary Invoice. Supplier's Account Manager will guide Buyer through this process upon issuance of the 1st invoice.

3.5 All Buyers who qualify and procure under Options 1 and 2 of the UKVCP Programme shall be eligible for the Pegged Exchange Rate Programme (“PEG”) which enables the Buyer to pay for its Eligible Services under the UKVCP in British Pound Sterling, as opposed to United States Dollar. The terms and conditions of the PEG will be attached to the UKVCP Call-Off-Contract as an addendum and shall have its own terms which are separate to the UKVCP Call-Off-Contract. See Annex 2 to this Programme for details relating to PEG.

## 4. Payment

4.1 Supplier will issue Buyer with a request for funds for the amounts payable for each UK VCP Payment.

4.2 Buyer will pay the UKVCP Payment to Supplier within the latter of (i) the last day of the month during which Buyer has received the UKVCP Payment request for funds or (ii) 7 days after date of request for funds during the first year of the UKVCP Term. Buyer will pay Supplier the UKVCP Payment for each following year of the UKVCP Term before the first day of such applicable year.

4.3 Fees incurred each month of the UKVCP Term under Eligible Accounts for use of Eligible Services (after application of any applicable discounts and credits, the “**Monthly Charges**”) will be applied to the UKVCP Payment as described in this Section. Supplier will apply the balance of the UKVCP Payment paid to Supplier and which have not been applied to Monthly Charges for prior months during the UKVCP Term (the “**Available Balance**”) to future Monthly Charges until the Available Balance is reduced to zero.

4.4 The monthly Summary Invoice will detail Buyer’s consumption of Eligible Services against the Available Balance. If in any month Buyer’s Monthly Charges exceed Buyer’s Available Balance, then Buyer’s Summary Invoice will indicate the remaining fees that will be due and Buyer will pay Supplier such excess amount as indicated in the Summary Invoice.

4.5 At the end of Year 1 of the programme, if the Buyer has a remaining Available Balance from the Year 1 UKVCP Payment, the remaining Available Balance will transfer to Year 2 of the programme. This will constitute an uplift to the Year 2 Available Balance and will not reduce the Year 2 UKVCP Payment payable for the second year of the programme.

4.6 The Available Balance for any year of the UKVCP Term may not be applied to any other annual UKVCP Payment and is not a deposit or credit toward the purchase of any Supplier Services after the UKVCP Term.



4.7 UKVCP Payment invoices will be administered by Amazon Web Services EMEA SARL on behalf of its UK branch office; Amazon Web Services EMEA SARL, UK Branch.

## 5. Programme selection

5.1 The UKVCP (and any Eligible Accounts Buyer includes in the UKVCP through the process in Section 3 above) cannot be combined with any other discount programme, including but not limited to, the UKGDP or to an existing UKVCP that is still within its VCP Term. In the event Buyer has accounts that are already participating in any other discount programmes, such accounts shall be excluded from the UKVCP.

## 6. UKVCP Programme Option Uplift

6.1 During the UKVCP term all Buyers procuring under Options 2 and 3 of the UKVCP Programme, may request a transfer to uplift to Option 1 or 2. This transfer can solely occur at the start of year 2 of the UKVCP term, providing the Buyer requests this in writing to the Supplier at least 60 day before the commencement of year 2 of the UKVCP term. Supplier will issue Buyer a contract variation to their call off contract to enact the respective amendment. The contract variation will need to be signed no later than 10 working days prior to the end of year 1 of the UKVCP Term for the transfer to become effective on commencement of year 2. Following the contract variation becoming effective, Buyer will receive the newly applicable discount rate for Eligible Services for year 2 of the UKVCP term and will pay the Supplier the respective UKVCP Payment for that annual period in accordance with clause 4.

6.2 For the avoidance of doubt, the amendment process detailed in clause 6.1 cannot be applied to a partial annual period, and cannot be applied retrospectively to a period or annual period of the UKVCP term.

## 7. Termination

7.1 If during the UKVCP Term Buyer exercises its right to terminate a UKVCP Call-Off Contract between Supplier and Buyer for convenience or Supplier terminates a UKVCP Call-Off Contract for cause as set out in the G-Cloud 13 Call-Off Contract terms, Supplier will refund the remaining Available Balance of the UKVCP Payment paid to Supplier in the contract year of such termination, less the Discount Rate and any incurred and unpaid fees for the Services as of the effective date of such termination (if the Discount Rate and incurred and unpaid fees are greater than the Available Balance, Buyer will pay Supplier the shortfall amount). In addition, any future annual payment obligations under this UKVCP arising after the effective date of such termination will not apply.



## 8. Programme constraints

**8.1 Required Enrolment in Enterprise Support.** In order to participate in UKVCP, Buyer shall be enrolled in AWS Support at the Enterprise level (as described on the Digital Marketplace) ("**Enterprise Support**") during the UKVCP Term.

**8.2 Savings Plans and Reserved Instance ("RI") Pricing.** During the UKVCP Term, any Savings Plans and Reserved Instance Discounts, as described on the Digital Marketplace, will not apply to Eligible Accounts except as provided in this Section. If in any month during the UKVCP Term, the standard fees for any Savings Plan or Reserved Instance (as described on the Digital Marketplace) (after applying any Savings Plan or Reserved Instance Discounts) would be less than the amount of fees that would be payable for the same Savings Plan/Reserved Instance if Supplier applied the Discount Rate under this Appendix 2, then the standard fees (after applying any Savings Plan/Reserved Instance Discounts described on the Digital Marketplace) will apply to any such Savings Plan/Reserved Instance ordered in that month.





## Annex 1 to Programme 2 – UKVCP Eligible Services

|  |  |
|--|--|
| Amazon API Gateway                                 | AWS Audit Manager                        |
| Amazon AppFlow                                     | AWS Auto Scaling                         |
| Amazon AppStream 2.0                               | AWS Backup                               |
| Amazon Athena                                      | AWS Batch                                |
| Amazon Augmented AI (A2I)                          | AWS Budgets                              |
| - AWS Marketplace and Mechanical Turk are excluded | AWS Certificate Manager                  |
| Amazon Aurora                                      | AWS Chatbot                              |
| Amazon Braket                                      | AWS Cloud Map                            |
| Amazon CloudFront                                  | AWS Cloud9                               |
| Amazon CloudSearch                                 | AWS CloudFormation                       |
| Amazon CloudWatch                                  | AWS CloudHSM                             |
| Amazon CodeGuru                                    | AWS CloudTrail                           |
| Amazon Cognito                                     | AWS CodeArtifact                         |
| - Cognito Sync is excluded                         | AWS CodeBuild                            |
| Amazon Comprehend                                  | AWS CodeCommit                           |
| Amazon Comprehend Medical                          | AWS CodeDeploy                           |
| Amazon Detective                                   | AWS CodePipeline                         |
| Amazon DevOps Guru                                 | AWS CodeStar                             |
| Amazon DocumentDB (with MongoDB compatibility)     | AWS Compute Optimizer                    |
| Amazon DynamoDB                                    | AWS Config                               |
| Amazon ECS Anywhere                                | AWS Control Tower                        |
| Amazon EKS Anywhere                                | AWS Cost Explorer                        |
| - Amazon EKS Anywhere Support is excluded          | AWS Data Pipeline                        |
| Amazon Elastic Block Store (EBS)                   | AWS Database Migration Service           |
| Amazon Elastic Compute Cloud (EC2)                 | AWS DataSync                             |
| - Amazon Voice Focus AMI is excluded               | AWS DeepRacer                            |
|  | - Devices are excluded                   |
| Amazon Elastic Container Registry (ECR)            | AWS Device Farm                          |
| Amazon Elastic Container Service (ECS)             | AWS Direct Connect                       |
| Amazon Elastic Kubernetes Service (EKS)            | AWS Directory Service                    |
| Amazon Elastic File System (EFS)                   | AWS Elastic Beanstalk                    |
| Amazon Elastic Inference                           | AWS Elastic Disaster Recovery            |
| Amazon Elastic MapReduce (EMR)                     | AWS Fargate                              |
| Amazon ElastiCache                                 | AWS Fault Injection Simulator            |
| Amazon EventBridge                                 | AWS Firewall Manager                     |
| Amazon FinSpace                                    | AWS Global Accelerator                   |
| Amazon Forecast                                    | AWS Glue                                 |
| Amazon Fraud Detector                              |  |
| FreeRTOS   | AWS Identity and Access Management (IAM) |
| Amazon FSx for Lustre                              | AWS IoT Analytics                        |



|  |  |
|--|--|
| Amazon FSx for Windows File Server           | AWS IoT Core                                   |
| Amazon GuardDuty                             | AWS IoT Device Defender                        |
| Amazon Healthlake                            | AWS IoT Device Management                      |
|  | AWS IoT Events                                 |
| Amazon IVS                                   | AWS IoT Greengrass                             |
| Amazon Kendra                                | AWS IoT SiteWise                               |
| Amazon Keyspaces (for Apache Cassandra)      | AWS IoT Things Graph                           |
| Amazon Kinesis Data Firehose                 | AWS Key Management Service                     |
| Amazon Kinesis Data Streams                  | AWS Lake Formation                             |
| Amazon Kinesis Video Streams                 | AWS Lambda                                     |
| Amazon Lex                                   | AWS License Manager                            |
| Amazon Lightsail                             | AWS Migration Hub                              |
| Amazon Location Service                      | AWS Network Firewall                           |
| Amazon Lookout for Equipment                 | AWS Nimble Studio                              |
| Amazon Lookout for Metrics                   | AWS OpsWorks for Chef Automate                 |
| Amazon Lookout for Vision                    | AWS OpsWorks for Puppet Enterprise             |
| Amazon Macie                                 | AWS Organizations                              |
| Amazon Managed Blockchain                    | AWS Panorama                                   |
| Amazon Managed Service for Grafana           | AWS Personal Health Dashboard                  |
| Amazon Managed Service for Prometheus        | AWS PrivateLink                                |
| Amazon Managed Streaming for Apache Kafka    | AWS Proton                                     |
| Amazon Managed Workflows for Apache Airflow  | AWS Resource Access Manager (RAM)              |
| Amazon Monitron                              | AWS RoboMaker                                  |
| Amazon MQ                                    | AWS Secrets Manager                            |
| Amazon Neptune                               | AWS Security Hub                               |
| Amazon OpenSearch Service                    | AWS Service Catalog                            |
| Amazon Personalize                           | AWS Shield                                     |
| Amazon Pinpoint                              | AWS Single Sign-On                             |
| Amazon Polly                                 | AWS Snowball                                   |
| Amazon Quantum Ledger Database (QLDB)        | AWS Snowcone                                   |
| Amazon QuickSight                            | AWS Step Functions                             |
| Amazon Redshift                              | AWS Storage Gateway                            |
| Amazon Rekognition                           | - AWS Storage Gateway Deep Archive is excluded |
| Amazon Relational Database Service (RDS)     | AWS Systems Manager                            |
| Amazon Route 53                              | AWS Transfer Family                            |
| Amazon SageMaker                             | AWS Transit Gateway                            |
| Amazon Simple Email Service (SES)            | AWS Trusted Advisor                            |
| Amazon Simple Notification Service (SNS)     | AWS VPN  |
| Amazon Simple Queue Service (SQS)            | AWS WAF  |
| Amazon Simple Storage Service (S3)           | AWS Well-Architected Tool                      |
| - Amazon S3 Glacier Deep Archive is excluded | Elastic Load Balancing                         |
| Amazon Simple Workflow Service (SWF)         |  |
| Amazon Textract                              | Amazon Inspector                               |



Amazon Timestream  
Amazon Transcribe  
Amazon Transcribe Medical  
Amazon Translate  
Amazon Virtual Private Cloud (VPC)  
- AWS Cloud WAN is excluded  
AWS Amplify  
AWS App Mesh  
AWS App Runner  
AWS Application Discovery Service  
AWS Application Migration Service  
AWS AppSync  
AWS Artifact

Amazon FSx for OpenZFS  
Amazon AppStream 2.0  
Amazon WorkSpaces  
Amazon WorkMail  
Amazon WorkDocs  
Amazon Connect  
Amazon Chime  
- Amazon Voice Focus AMI is excluded  
AWS Support  
- Except support services not described on the digital marketplace  
AWS Managed Services (AMS) Advanced Operations Plan  
AWS Managed Services (AMS) Accelerate Operations Plan

## Annex 2 to Programme 2 – Pegged Exchange Rate Addendum

**This Pegged Exchange Rate Addendum is for UKVCP Buyers that are participating in either Options 1 or 2 in Table 1 of The UKVCP**

### PEGGED EXCHANGE RATE ADDENDUM

This Pegged Exchange Rate Terms and Conditions Addendum (this “Addendum”), effective as of \_\_\_\_\_ (the “Rate Program Effective Date”), is separate from and in addition to the terms of the Call-Off Contract (G-Cloud 13 Call-Off Contract – RM1557.13) governing your use of Services (the “Agreement”), between the Amazon Web Services EMEA SARL, UK Branch (“AWS”, “we”, “us” or “our”) and Customer (“you”); and describes additional terms under which you may use the services described in this Addendum (“Rate Program”) in connection with your use of our Services. Capitalized terms used herein but not defined herein have the meaning ascribed to them in the Agreement. In addition to the terms applicable to Services and Service Offerings under the Agreement, the terms of which are hereby incorporated herein, the following terms and conditions will apply to your participation in the Rate Program:

1. During the Rate Program Term, you agree to pay Charges for use of the Services in the currency listed on Attachment A attached hereto (the “Payment Currency”). You agree that the pre-pay and post-pay invoices you receive for Services provided directly by AWS, including taxes, will have the USD total amount converted to the Payment Currency using the Applicable Exchange Rate listed on Attachment A (the “Applicable Exchange Rate”). AWS reserves the right to add or remove Services covered under the Rate Program at any time with written notice. When using the Rate Program you are not tendering payment in one currency and receiving from us another currency.
2. The term of this Addendum will commence on the Rate Program Effective Date and will continue until terminated pursuant to this Section 2 (the “Rate Program Term”). Either party may terminate this Addendum at any time by providing 30 days’ written notice, except that you may not terminate this Addendum during the term of any AWS Enterprise Discount Program Addendum, Private Pricing Addendum or any other custom pricing agreement between AWS and you (as applicable, the “Custom Pricing Addendum”). Notwithstanding anything in this Addendum to the contrary, this Addendum will terminate immediately upon termination of the Agreement. Upon termination of this Addendum, all invoices generated in the future will be billed and payable by you in USD.
3. While using the Rate Program, all fees and charges for your use of the Rate Program are included in the Applicable Exchange Rate. The payment total will be derived by applying the Applicable Exchange Rate to your Charges total, including taxes, and will be the amount reflected on your invoice. In some cases your bank may still charge

you a separate wire transfer fee for making a payment. Your use of the Rate Program and these terms and conditions do not give you any extra rights under the Agreement.

4. For a specified payer account, or list of existing payer accounts as identified in the Agreement, the Applicable Exchange Rate applies at the time of invoice generation. The payer accounts must match the payer accounts listed on the Custom Pricing Addendum. During the Rate Program Term, Charges for the use of the Services and any payment obligations under the Custom Pricing Addendum (including any up-front payment) are to be paid by you following the remittance instructions provided in writing for each invoice generated thereafter, unless and until this Addendum is terminated in accordance with Section 2. Some invoices, such as those issued on behalf of third parties on the AWS Marketplace and external training are not covered by the terms of this Addendum and will continue to be generated in USD and payable in USD. Please note that as of the Rate Program Effective Date, the Custom Pricing Addendum no longer applies to AWS Implementation Services (i.e., AWS Professional Services and AWS Training).
5. Regardless of your payments in Payment Currency hereunder, your commitment to incur a certain amount of the Charges for use of Services under the Custom Pricing Addendum, and the application of such Charges to that commitment, will be determined in USD. During the Rate Program Term, any up-front payment under the Custom Pricing Addendum (a "Custom Pricing Up-Front Payment") will be invoiced and paid in Payment Currency. The amount of a Custom Pricing Up-Front Payment in Payment Currency will be determined by AWS by applying the Applicable Exchange Rate in effect on the date that AWS generates the invoice for that Custom Pricing Up-Front Payment. Except as provided below, at any time during the term of the Custom Pricing Addendum the remaining balance of a Custom Pricing Up-Front Payment will be the actual balance of that Custom Pricing Up-Front Payment then remaining in Payment Currency. In the event that AWS chooses to terminate this Addendum during the term of the Custom Pricing Addendum in accordance with Section 2, and the full amount of an Custom Pricing Up-Front Payment thereunder has not yet been applied to your Charges for use of Services, then the unused portion of that Custom Pricing Up-Front Payment will be converted to USD at the then current Bloomberg Major World Currency Market Rate, as determined by AWS in its sole discretion (the "USD Adjusted UpFront Payment Balance"). Thereafter, the USD Adjusted Up-Front Payment Balance will represent your remaining Custom Pricing Up-Front Payment balance. No amount is payable by either party as a result of such conversion.
6. The Applicable Exchange Rate is subject to revision (a) on each Scheduled Rate Revision Date (as defined in Attachment A); (b) upon the occurrence of an Unscheduled Rate Revision Event (as defined in Attachment A); and (c) pursuant to our right to make changes to this Addendum in accordance with Section 10. Notwithstanding the occurrence of a Scheduled Rate Revision Date or Unscheduled Rate Revision Event, any revision to the Applicable Exchange Rate shall be effective

only as expressly set forth in a written notice provided by us to you in accordance with Section 10.

7. Notwithstanding the foregoing, the Rate Program is not made separately available for use, and is made available for use only in connection with the Services and Service Offerings under the Agreement. The Rate Program is not traded on an organized market or over-the counter. You and AWS each represent and warrant that the Agreement, as supplemented by this Addendum, serves a commercial, business or non-profit purpose independent from speculating, hedging or investing in transactions in foreign exchange.
8. The existence of this Addendum is not publicly known and constitutes AWS Confidential Information under the Agreement. You will not issue any press release or public statement regarding this Addendum or the Rate Program unless AWS has approved in writing the time, form and content of the information to be disseminated to third parties or the public.
9. This Addendum and any dispute of any sort that may arise between you and us are governed by and construed in accordance with the laws of England, without regard to principles of conflict of laws. Any dispute relating to or arising from this Addendum where a party seeks aggregate relief of \$7,500 USD or more shall be adjudicated only in an English Court. You consent to exclusive jurisdiction and venue in those courts and waive any challenges or defenses to the exercise of personal jurisdiction by those courts relating to any such disputes. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Addendum.
10. This Addendum may only be modified upon the written agreement of the parties. Notwithstanding the foregoing, we reserve the right to make changes to or terminate this Addendum at any time by providing 30 days' written notice.
11. Except as amended by this Addendum, the Agreement will remain in full force and effect. This Addendum, supplements and forms an integral part of, and is not severable from, the Agreement or the Services. This Addendum may not be assigned or transferred by either party separately from an assignment or transfer of the entire Agreement in accordance with its terms. This Addendum, together with the Agreement, is intended by the parties as the final, complete and exclusive expression of the terms regarding the subject matter hereof. This Addendum supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Addendum. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Addendum (whether or not it would materially alter this Addendum) and which



is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this Addendum are inconsistent with the terms contained in the Agreement or any Policy incorporated therein, the terms contained in this document will control solely with respect to your use of and access to the Rate Program. Notwithstanding anything in this Addendum to the contrary, your AWS customer account and your use of the web services offered by AWS are governed by the Agreement. For avoidance of doubt, the Rate Program constitutes a Service Offering under the terms of the Agreement. The parties agree that the provision of and the use of the Rate Program pursuant to this Addendum shall not constitute a “swap” as defined in Section 1a (47) of the U.S. Commodity Exchange Act, as amended. To the fullest extent permitted by applicable law, you agree that AWS, its affiliates, and their respective shareholders, partners, members, officers, directors, principals, employees and agents shall not be liable to you, your affiliates, and their respective shareholders, partners, members, officers, directors, principals, employees or agents for any losses, damages, costs, liabilities, expenses or claims occasioned by, or arising out of, this Addendum, including, without limitation, the provision of the Rate Program or any fluctuations in the exchange rate for the Currency Pair (as defined in Attachment A).

- 12. If any of these conditions is deemed invalid, void, or for any reason unenforceable by a court, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

**ANNEX 1 – to Pegged Exchange Rate Addendum Payment Currency and Exchange Rate**

**Currency Pair:** Pounds Sterling (“GBP”) / United States Dollars (“USD”)

**Payment Currency:** GBP

**Applicable Exchange Rate:** \_\_\_\_\_ GBP per 1 USD, subject to adjustment from time to time to in accordance with Section 6 of the Addendum

**Rate Valid Until:** \_\_\_\_\_

**Scheduled Rate Revision Date:** \_\_\_\_\_

**Unscheduled Rate Revision Events:** (1) if the Bloomberg Major World Currency Market Rate, as determined by AWS in its sole discretion, fluctuates at least ten percent (10%) from the Applicable Exchange Rate, or (2) AWS determines in its sole discretion to amend the Applicable Exchange Rate then in effect in a manner advantageous to you.



# PART 3

This section provides information for on AWS Programmes that may be available to existing Customers.

## AWS Customer Acceleration Programs

From time to time, AWS may offer Customer Acceleration Programs (“Support Programs”) that provide additional resources and/or sample services to support its Customers in their expansion journey to the cloud. Such Support Programs may include (but are not limited to):

- AWS Credit Program for Non-Profits (<https://aws.amazon.com/blogs/publicsector/how-to-support-your-nonprofits-goalswith-aws-credits/>)
- AWS Programs for Research and Education (<https://aws.amazon.com/grants/>)
- AWS Activate credits for start-up organisations (<https://aws.amazon.com/activate/>)
- Free Trials (<https://aws.amazon.com/free/start-your-free-trial/>) and Proof of Concept support to get hands on experience with new AWS products
- Additional assistance for customers moving workloads based on the MAP methodology with support including the Migration Readiness Assessment, Migration readiness & Mobilize projects may be available (<https://aws.amazon.com/migration-acceleration-program/>)

And any other Support Program that AWS may make available to its Customers from time to time.

These Support Programs are for existing Customers with an established billing AWS account who are currently purchasing AWS services using a G-Cloud Call-Off Contract. Please note that access to any Support Program will be subject to certain eligibility criteria and not all Support Programs may be suitable for every Customers. In addition, Customers will have to accept terms and conditions relating to each individual Support Program to receive the benefit. AWS reserves the right to remove any Support Program from time to time without notice. Please contact your Account Representative to enquire if there are active programs your organisation may be eligible to participate in.

## AWS Advance Payment

Advance Payment is a payment method that enables customers to make payments in advance and automatically use those payments to pay for future AWS fees and charges. Advanced Payments will be applied to charges for the consumption of Services listed under Lots 1, 2 and Support Services. AWS provide this an optional facility to Customers who pay their invoices in USD only and make an initial payment of





at least \$15,000. Requests by Customer to use Advance Payment should be made through their Account Representatives.

Advance Payment cannot not be used in conjunction with the UKGDP or UKVCP.

## **Whole of Government Agreement (OGVA)**

At the date of submission of this document the UK Crown Commercial Service and AWS have agreed a Whole of Government arrangement. This may be accessible to UK Government customers during the term of the G-Cloud 13 Framework. Please contact your Account Representative ([aws-gcloud@amazon.com](mailto:aws-gcloud@amazon.com)) for further information.