PolarSeven AWS Services Terms

1. Definitions

1.1. **"AWS"** means Amazon Web Services, Inc. and its affiliates.

1.2. **"AWS Services"** means the cloud computing services provided by Amazon Web Services.

1.3. **"AWS Customer Agreement"** means the agreement between the Customer and AWS governing the use of AWS Services (available at aws.amazon.com/agreement).

1.4. **"Resale Services"** means the billing, invoicing, and account management services provided by PolarSeven under this Agreement.

1.5. **“AWS SPP Program Guide”** means the AWS Solution Provider Program - Program Guide For End Customers as may be updated or replaced by AWS from time to time.

2. Relationship of the Parties

2.1. **Reseller Status:** The Customer acknowledges that PolarSeven is an authorised reseller of AWS Services. PolarSeven provides the **Resale Services** (billing and account management) to the Customer, but AWS provides the **AWS Services** (compute, storage, etc.) directly to the Customer.

2.2. **No Performance Liability:** PolarSeven is not a party to the AWS Customer Agreement. PolarSeven makes no warranties, express or implied, regarding the availability, security, or performance of the AWS Services.

2.2.1. **SLAs:** The Customer acknowledges that any Service Level Agreements (SLAs) regarding uptime or performance are strictly between the Customer and AWS. PolarSeven does not provide any independent SLA for the AWS infrastructure.

2.2.2. **Direct Claim:** The Customer agrees that any claim relating to the performance or failure of AWS Services must be directed solely to AWS.

2.3. **No Variation of AWS Terms:** PolarSeven has no authority to vary the AWS Terms. The Customer acknowledges that AWS may update the AWS Terms from time to time, and such updates will apply to the Customer automatically.

3. Account Access and Ownership

3.1. **AWS Account Models:** AWS accounts may be provisioned or managed under either the End Customer Account Model (ECAM) or the Solution Provider Account Model (SPAM), as defined in the AWS SPP Program Guide. The specific model applicable to Customer’s AWS Accounts will be

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determined in accordance with the AWS SPP Program Guide and any applicable Statement of Work or onboarding documentation.

3.2. **Account Ownership:** Except as otherwise required under the applicable AWS account model, PolarSeven does not acquire any ownership rights in Customer data or workloads hosted within AWS Services.

3.3. **Account Access and Permissions:** For the duration of this Agreement, Customer grants PolarSeven all IAM Role based permissions reasonably required to:

- administer consolidated billing and invoicing
- update relevant account billing and contact information, in accordance with the AWS SPP Program Guide
- provide agreed Resale Services
- perform program onboarding, off-boarding, or transition activities

3.4. **Model-Specific Responsibilities**: Customer acknowledges and agrees that:

3.4.1. Where AWS accounts operate under the End Customer Account Model, Customer's access to and use of AWS Services is governed by the AWS Customer Agreement directly between Customer and AWS; and

3.4.2. Where AWS accounts operate under the Solution Provider Account Model, Customer accesses AWS Services via accounts administered by PolarSeven in accordance with the AWS SPP Program Guide.

3.5. **Customer Responsibility:** Customer remains solely responsible for all activity occurring within Customer AWS environments, including:

- security configuration;
- identity and access management;
- resource provisioning; and
- compliance obligations,

except to the extent such responsibilities are expressly assumed by PolarSeven under a separate Statement of Work.

3.6. **Customer Access:** Nothing in this Agreement grants PolarSeven authority to restrict, suspend, or terminate Customer's access to AWS Services except where:

- expressly directed by AWS; or
- reasonably required to facilitate transition, off-boarding, or account unlinking under the AWS Solution Provider Program.

4. Customer Obligations and Restrictions

4.1. **Multi-Factor Authentication (MFA):** Customer must ensure that multi-factor authentication (MFA) is enabled for all AWS account root

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users and any other privileged access credentials prior to PolarSeven providing Services, and must maintain such MFA for the duration of the Services.

4.2. **No Resale or Credential Sharing:** Customer must not resell, sublicense, transfer, or otherwise make available any AWS Services to any third party, except as permitted under the AWS Customer Agreement. Customer must not sell, transfer, provide, or disclose AWS account credentials or access keys to any third party, other than to Customer's authorised personnel, agents, or subcontractors acting on Customer's behalf and subject to appropriate security controls.

4.3. **Configuration Requirements:** PolarSeven's obligation to provide the AWS Services is contingent on Customer:

4.3.1. Retaining any agreed baseline or default configurations implemented by PolarSeven for the purposes of service delivery, security, or billing administration; and

4.3.2. Complying with any reasonable configuration, security, or access requirements communicated by PolarSeven from time to time in writing or as specified in an applicable Statement of Work or service documentation.

4.4. **AWS Solution Provider Program Acknowledgement**

Customer represents and warrants that it has reviewed and understands the AWS SPP Program Guide (as updated by AWS from time to time) and acknowledges that PolarSeven acts as Customer's authorised AWS Solution Provider for the purposes of billing, account administration, and related services under the AWS Solution Provider Program.

5. Fees, Billing and Disputes

5.1. **Consumption Liability:** The Customer is liable for all fees incurred by the use of AWS Services under their accounts.

5.1.1. **GST:** Unless otherwise stated, all fees and charges quoted are exclusive of Goods and Services Tax (GST).

5.1.2. **Unrestricted Liability:** The Customer accepts full financial liability for all consumption, regardless of whether such usage was intended, unintended (e.g. configuration errors), or the result of **compromised credentials** (e.g. external hacks), except where such compromise is directly attributable to PolarSeven's gross negligence.

5.1.3. **Estimates:** Estimates provided by PolarSeven are non-binding.

5.2. **Reserved Instances (RIs) and Savings Plans:**

5.2.1. **Non-Cancellable:** Purchases of RIs and Savings Plans are fixed-term financial commitments (typically 1 or 3 years) made to AWS. These are generally **non-cancellable** and **non-refundable**.

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5.2.2. **Full Liability:** Even if this Agreement is terminated, the Customer remains liable to AWS for the full term of any RIs or Savings Plans purchased on their behalf.

5.3. **Currency & Price Changes:**

5.3.1. **Currency:** All AWS baseline charges originate in USD.

5.3.2. **USD-Billed Customers:** Customers billed in USD will receive invoices directly in USD with no currency conversion applied.

5.3.3. **Non-USD Billed Customers:** For Customers billed in AUD or other non-USD currencies, USD charges will be converted to the invoicing currency at the time of invoice generation using the daily foreign exchange rates provided by Xero, XE, or OANDA.

5.3.4. **Pass-Through:** PolarSeven reserves the right to pass through any AWS pricing changes, billing methodology updates, or new surcharges immediately upon AWS implementation.

5.4. **Invoicing:** PolarSeven will invoice the Customer monthly in arrears. Invoices are due **thirty (30) days** from the invoice date.

5.5. **Billing Disputes:**

5.5.1. **General Disputes:** Administrative errors (e.g., wrong address, duplicate invoice) must be raised with PolarSeven within **14 days**.

5.5.2. **Usage Disputes:** If the Customer disputes the *validity* or *volume* of AWS usage, the Customer must resolve this dispute directly with AWS support.

5.5.3. **Credit Pass-Through:** PolarSeven will only issue a credit note to the Customer if and when AWS issues a corresponding credit to PolarSeven. PolarSeven is under no obligation to provide credits from its own funds for AWS service failures.

5.6. **AWS Marketplace & Third-Party Services:** The Customer may use their AWS Account to purchase or subscribe to third-party software or services via the AWS Marketplace. The Customer acknowledges that:

5.6.1. PolarSeven acts solely as the billing agent for such purchases;

5.6.2. The use of such software is governed by the third-party vendor's End User License Agreement (EULA), not this Agreement; and

5.6.3. The Customer is fully liable for all fees associated with such Marketplace subscriptions.

6. Default and Cessation of Resale

6.1. **Notice of Default:** If an invoice remains unpaid for **seven (7) days** past its due date, PolarSeven may issue a "Notice of Default and Intent to Cease Resale Services." The Customer has **five (5) business days** to remedy the default.

6.2. **Suspension of Managed Services:** Upon expiration of the remedy period, PolarSeven may immediately suspend all PolarSeven-provided

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support, consulting, and access to proprietary tooling.

6.3. **Cessation of Resale (Account Unlinking):** If the default remains uncured, PolarSeven will exercise its right to **Cease Resale** by unlinking the Customer's AWS Account(s) from the PolarSeven Consolidated Billing Family.

6.3.1. **Financial Transfer:** Upon unlinking, the Customer assumes direct financial liability to AWS from the effective transition date.

6.3.2. **Service Risk:** The Customer acknowledges that AWS may suspend accounts that do not have a valid payment method attached immediately upon unlinking. PolarSeven is not liable for any resulting service interruption.

6.3.3. **Outstanding Amounts:** All fees and charges invoiced, and all fees and charges accrued up to and including the effective transition date, remain payable to PolarSeven.

7. Termination & Off-Boarding

7.1. **Convenience:** Either party may terminate this Agreement by providing **thirty (30) days** written notice.

7.2. **Transfer of Liability:** Upon termination, PolarSeven will unlink the Customer's accounts. The Customer must ensure a valid credit card or payment method is attached to their AWS root account prior to the termination date to prevent AWS from suspending the services.

8. Liability and Indemnity

8.1. **Direct Damages Only:** To the extent permitted by law (including the Australian Consumer Law), PolarSeven's liability is limited to the fees paid by the Customer to PolarSeven for *Resale Services* (management fees) in the 12 months preceding the claim. This specifically excludes pass-through AWS infrastructure costs.

8.2. **Indemnity:** The Customer agrees to indemnify PolarSeven against any claims, damages, or costs (including legal fees) arising from the Customer's use of the AWS Services in violation of the AWS Acceptable Use Policy.

9. Security & Shared Responsibility

9.1. The Customer acknowledges the AWS "Shared Responsibility Model." AWS handles "Security of the Cloud," while Customer is responsible for "Security in the Cloud" (e.g., patching OS, firewall rules, IAM permissions), unless specifically covered by a Managed Services Statement of Work.

10. Governing Law

10.1. **Jurisdiction:** This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of

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the courts of New South Wales.

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