

AWS AUTHORIZED INSTRUCTOR AGREEMENT

This AWS Authorized Instructor Agreement (this “**Agreement**”) by and between Amazon Web Services, Inc. (“**AWS**”) and the party specified on this Cover Page (“**you**”) is effective as of the date you accept these terms (the “**Effective Date**”). You represent to AWS that you are lawfully able to enter into contracts (e.g., you are not a minor, you are not subject to any agreements prohibiting your participation, etc.).

Your Name: Dao Nguyen

Signature Date: May 3rd, 2024

Address:

152 Dien Bien Phu, Ward 25, Binh Thanh District, Ho
Chi Minh City
Vietnam

The following terms will apply during the term of this Agreement:

1. Authorized Instructor Process

1.1 Authorization – APN Authorized Instructor (“APN Authorized Instructor”). To be approved as an APN Authorized Instructor and participate in the Program, you must (a) comply with all requirements associated with Authorized Instructors set forth in the Program Guide, and this Agreement, (b) be employed by or under contract with an entity that is an APN Training Partner in good standing who has received AWS’s permission to offer the AWS Approved Training Courses in the Territory, and (c) adhere to all laws, rules, and regulations applicable to the Program, including this Agreement. You agree that as part of the authorization process, AWS may access your AWS Certification Transcripts in order to validate your eligibility and compliance with Program requirements. Subject to (i) the terms of this Agreement, (ii) your review, acceptance, and continued compliance with the AWS Authorized Instructor (AAI) Program Guide, and (iii) AWS’s approval for you to act as an APN Authorized Instructor, you will be authorized to act as an APN Authorized Instructor to teach the AWS Approved Training Courses in the Territory.

1.2 Authorization – Freelance Authorized Instructor (“Freelance Authorized Instructor”). To be approved as a Freelance Authorized Instructor, you must (a) comply with this Agreement (b) be employed by or under contract with an entity that is a Freelance Company in good standing who has received AWS’s permission to offer the AWS Approved Training Courses in the Territory, and (c) adhere to all laws, rules, and regulations applicable to the provision of AWS Approved Training Courses, including this Agreement. You agree that as part of the authorization process, AWS may access your AWS Certification Transcripts in order to validate your eligibility and compliance with Program requirements. Subject to (i) the terms of this Agreement, (ii) your review, acceptance, and continued compliance with the AAI Program Guide, and (iii) AWS’s approval for you to act as a Freelance Authorized Instructor, you will be authorized to act as a Freelance Authorized Instructor to teach the AWS Approved Training Courses in the Territory.

1.3 Limitations. You will not imply any relationship or affiliation between AWS and you, except as expressly permitted by this Agreement. You and your APN Training Partner or Freelance Company will be solely responsible for any costs and expenses associated with being an AWS Authorized Instructor and if you are an APN Authorized Instructor, with your participation in the Program. During the term of this Agreement and for a period of one year thereafter, you will not develop or deliver training courses on AWS products or services that directly compete with the AWS Approved Training Courses. Except for this limitation, you may provide your services freely to other companies, institutions or persons. Consequently, the parties hereby expressly state that the fact of providing services under this Agreement does not confer the condition of dependent employee or worker of AWS on you. Furthermore, the parties expressly agree and state herein that you shall render the services under no tie of subordination or dependency with AWS and that you are not subject to any fixed working day. Therefore, as an independent professional, you shall not be eligible and shall not be entitled to receive, any employee benefits granted by AWS (including, but not limited to insurance, vacation, bonuses, severance per years of services, among others) or special compensation under any plans promulgated by AWS or its related companies for their employees.



1.4 AWS Training and Forums. You may be invited to participate in various training programs offered by AWS from time to time. Such training programs may be subject to additional fees and costs. You may be invited to participate in private online discussion forums. Participation in such forums will be subject to the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time, and any other terms and conditions provided by AWS or posted in the forum. You undertake before AWS to comply with the commercial/labor/social security and payroll taxes/tax laws applicable to this Agreement.

2. Your Obligations

2.1 Conduct. AWS Authorized Instructors are engaged to deliver Training classes on behalf of AWS for AWS's customers. For this reason, at all times when you are holding yourself out as an Authorized Instructor, or any time that you are providing services that relate to AWS or any Services, you are prohibited from promoting or selling your own, or any other third party's, products or services. You further agree that you will: (a) conduct your activities in a professional autonomous, independent, and competent manner, (b) comply with all applicable laws, regulations and orders of any governmental or regulatory authority, (c) promote AWS and the Services in a manner that maintains the good name and reputation of both AWS and the Services, (d) not promote, sell or solicit for any third-party products or services, (e) not make any representations, warranties, or guarantees to third parties with respect to AWS or the specifications, features, or capabilities of any of the Services, and (f) not engage in any illegal, false or deceptive acts or practices.

2.2 AWS Services. If you are approved as an APN Authorized Instructor or if otherwise required, you will have a Services Agreement in place and will comply with the Services Agreement in connection with your access to and use of the Services.

3. Agreement Term; Termination

3.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or AWS in accordance with Section 3.2, except that these Terms will automatically terminate upon any termination of the applicable Services Agreement, or if you are approved as an APN Authorized Instructor, the APN Terms.

3.2 Termination.

(a) **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing the other party 30 calendar days prior written notice in accordance with the applicable Services Agreement, or by mutual agreement at any time.

(b) **Termination for Cause.**

(i) **By Either Party.** Either party may terminate this Agreement for cause upon 30 days prior written notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

(ii) **By AWS.** AWS may terminate this Agreement immediately upon written notice if (A) you commit a felony or engage in any unlawful or unfair business practice; or (B) your actions expose or threaten to expose AWS to any liability, obligation, or violation of law; or (C) you breach the Services Agreement or the Services Agreement terminates.

(c) **Automatic Termination.** If you are approved as an APN Authorized Instructor, this Agreement will automatically terminate if the company for whom you are acting as an APN Authorized Instructor is no longer participating in the Program as an APN Training Partner or Freelance Company.

(d) **Effect of Notice of Termination.** Upon any notice of termination under Section 3.2(a) or 3.2(b), you will immediately stop delivering any AWS Approved Training Courses.

3.3 Effect of Termination. Upon any termination of this Agreement: (a) all of your rights under this Agreement immediately terminate, (b) you will no longer identify yourself or hold yourself out as an Authorized Instructor or, if you are an APN Authorized Instructor, a Program participant, (c) you will immediately return or, if instructed by AWS, destroy all AWS Training Content in your possession, and (d) Sections 3.3, 5, 6, 7, 8, and 9 of this Agreement will continue to apply in accordance with their terms.

4. Proprietary Rights

- 4.1 AWS Training Content.** Subject to the terms of this Agreement, AWS grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license during the Term to use the AWS Training Content solely as described in this Agreement and, if you are approved as an APN Authorized Instructor, the Program Guide and in connection with your participation in the Program. Any copies of AWS Training Content must preserve all copyright and other notices included by AWS. Some materials may be provided to you under a separate license, in which case that license will govern your use of those materials. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. As between you and AWS, AWS or its licensors own all right, title, and interest in and to the AWS Materials. Except as provided in this Section 4, you obtain no rights under this Agreement from AWS or its licensors to any of the foregoing, including any related intellectual property rights. AWS may update the AWS Training Content and AWS Approved Training Courses at any time. You will use only the current AWS Training Content for delivering any AWS Approved Training Courses.
- 4.2 Use of Authorized Instructor Program Logo.** If you are approved as an APN Authorized Instructor: (a) AWS grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license during the Term to use the most current version of the "AWS Authorized Instructor" Program Logo provided by AWS on your professional collateral, including business cards and resumes, solely to identify you as an Authorized Instructor, (b) you will be responsible for ensuring that the current version of the Program Logo is used, and you will remove any previous versions of the Program Logo from your professional collateral as new versions of the Program Logo become available, (c) you may not modify the Program Logo in any way, and (d) when using the Program Logo, you will follow the AWS Trademark Guidelines. AWS may revoke your license to use the Program Logo at any time by giving you written notice. AWS reserves all rights in the Program Logo and, except as expressly described in this Section, no rights to the Program Logo or related intellectual property rights are transferred or licensed pursuant to this Agreement.
- 4.3 Suggestions.** If you elect to provide any Suggestions to AWS or its affiliates, AWS and its affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to AWS all right, title, and interest in and to the Suggestions
- 5. Indemnification.** You will defend, indemnify, and hold harmless AWS, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your conduct as an AWS Authorized Instructor and, if you are approved as an ATP AAI, your participation in the Program, (b) your use of the Program Logo or any AWS trademark in a manner not authorized by or consistent with the AWS Trademark Guidelines or this Agreement, (c) any representations, warranties, or guarantees you make to third parties with respect to AWS or the specifications, features, or capabilities of any of the Services, (d) any misrepresentation or embellishment by you of your relationship with AWS, (e) your breach of this Agreement or violation of any applicable law, rule or regulation pertaining to the performance of this Agreement; or (f) a dispute between you and any third party. AWS may assume control of the defense and settlement of the claim at any time.
- 6. Disclaimers.** THE AWS TRAINING CONTENT AND THIS PROGRAM ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PROGRAM, THE AWS TRAINING CONTENT, OR THIS AGREEMENT. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
- 7. Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE (INCLUDING BUT NOT LIMITED TO LIABILITY FOR NEGLIGENCE) TO YOU FOR ANY:
- (A) LOSS OF PROFITS;
 - (B) LOSS OF BUSINESS;
 - (C) LOSS OF ANTICIPATED SAVINGS;

- (D) DEPLETION OF GOODWILL AND SIMILAR LOSSES;
- (E) INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO THE AWS TRAINING CONTENT, THE PROGRAM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT; OR;
- (F) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PURE ECONOMIC LOSS, COSTS, DAMAGES, EXPENSES OR EXEMPLARY DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (I) YOUR INABILITY TO PARTICIPATE IN THE PROGRAM, INCLUDING AS A RESULT OF ANY (X) TERMINATION OR SUSPENSION OF THIS AGREEMENT, OR (Y) OUR DISCONTINUATION OF ANY AWS APPROVED TRAINING COURSE OR AWS TRAINING CONTENT, OR ALL OF THE PROGRAM; OR (II) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE PROGRAM. AWS'S, OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY US UNDER THIS AGREEMENT, AND ANY WORK ORDERS, DURING THE TWELVE MONTHS BEFORE THE LIABILITY AROSE.

8. General

8.1 Notice. Except as otherwise specifically stated in this Agreement, to give notice to a party under this Agreement, each party must contact the other party as follows: (a) by facsimile transmission; or (b) by personal delivery, overnight courier or registered or certified mail. Notices must be addressed to the address of the other party listed on the signature page to this Agreement, or such other address as a party may subsequently designate in a notice to the other party. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by registered or certified mail will be effective three business days after they are sent.

8.2 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our 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 this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

8.3 Data Protection Compliance. AWS shall comply with its obligations under applicable data protection laws in relation to any personal data it receives under this Agreement.

8.4 Governing Law/Venue. This Agreement is governed by Washington law, excluding its conflicts of law rules. You irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of this Agreement, and waive all objections to jurisdiction and venue of such courts.

8.5 Entire Agreement; Conflict. This Agreement: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter. If there is a conflict between and this Amendment, the terms of this Amendment will control.

8.6 Counterparts and Facsimile Delivery. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The Parties may sign and deliver this Amendment by facsimile transmission or email transmission.

9. Notice. Except as otherwise specifically stated in this Agreement, to give notice to a party under this Agreement, each party must contact the other party as follows: (a) by facsimile transmission; or (b) by personal delivery, overnight courier or registered or certified mail. Notices must be addressed to the address of the other party listed on the signature page to this Agreement, or such other address as a party may subsequently designate in a notice to the other party. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by registered or certified mail will be effective three business days after they are sent.

10. Confidentiality. You (a) will protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from AWS in connection with this Agreement or related to the Services that is identified as

confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to AWS's technology, customers, business plans, marketing activities and finances, and AWS Training Content), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to AWS promptly upon the termination of this Agreement. All such information will remain AWS's exclusive property, and you will have no rights to use such information except as expressly provided herein.

11. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"APN Authorized Instructor(s)" has the meaning given to that term in Section 1.1 of this Agreement.

"APN Terms" means the terms and conditions that govern AWS Partner's participation in the AWS Partner Network Program, located at <https://aws.amazon.com/partners/terms-and-conditions/>, as they may be updated by AWS from time to time.

"APN Training Partner" means those APN Partners who participate in the Program.

"AWS Approved Training Courses" means the list of AWS Training Content, as may be updated from time to time, that you receive from the APN Training Partner or Freelance Company and that you are authorized by AWS to deliver under this Agreement, available at <http://aws.amazon.com/training/>, (and any successor or related site designated by AWS) as may be updated by AWS from time to time.

"Authorized Instructor(s)" means an APN Authorized Instructor or a Freelance Authorized Instructor.

"AWS Training Content" means authorized AWS training courseware, including Documentation, presentation materials, labs, student handbooks, lecture notes, training guides, and other training-related materials.

"AWS Materials" means the AWS Training Content, the AWS Site, and any other product or service provided by AWS under this Agreement.

"AWS Site" means <http://aws.amazon.com> (and any successor or related site designated by AWS), as may be updated from time to time.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"Freelance Authorized Instructor(s)" has the meaning given to that term in Section 1.2 of this Agreement.

"Freelance Company" means the company which provides AWS Approved Training Courses on behalf of AWS or its affiliates.

"Program" means the AWS Authorized Instructor (AAI) Program as described in this Agreement.

"Program Guide" means the AAI Program Guide, as it may be updated by AWS from time to time, and as may be made available on the Training Portal on the AWS Site, or any successor or related site designated by AWS.

"Program Logo" means a small graphic image that identifies you as an Authorized Instructor.

"Service" means each of the services made available by AWS or its affiliates for which you register via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by AWS from time to time.

"Services Agreement" means the agreement located at <http://aws.amazon.com/agreement/>, or such other agreement by and between the relevant AWS Contracting Part(ies) and you under which you are authorized to use the Services.

"Suggestions" means all suggested improvements to the Program, or the AWS Materials that you provide to AWS.

“Territory” means the territory or territories set forth on Exhibit A.

“AWS Trademark Guidelines” means the guidelines and license located at <http://aws.amazon.com/trademark-guidelines/>, as they may be updated by AWS from time to time.

EXHIBIT A

Territory

ASEAN: Brunei, Myanmar, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam, Pakistan

