

**AWS PRIVATE PRICING ADDENDUM
FOR UK PUBLIC SECTOR UNDER THE ONE GOVERNMENT VALUE AGREEMENT 2.0 ("OGVA2.0")**

This Addendum supplements the legally binding agreement for the provision of AWS services made between AWS and the Buyer.

Addendum Effective Date: The date the last party signs this Addendum.

<p>AMAZON WEB SERVICES EMEA SARL</p> <p>By:  _____</p> <p>Name:  _____</p> <p>Title: <u>Authorised Representative</u></p> <p>Date signed: <u>March 19, 2024</u></p>	<p>DRIVER AND VEHICLE LICENSING AGENCY ("you")</p> <p>DocuSigned by: By:  _____</p> <p>Name:  _____</p> <p>Title: <u>Commercial Director</u></p> <p>Date signed: <u>March 15, 2024</u></p>
--	---



1. Pricing Terms.

Term	Meaning
Discount Term	01/04/2024 – 31/03/2027
Contract Year	Contract Year 1: 01/04/2024 – 31/03/2025 Contract Year 2: 01/04/2025 – 31/03/2026 Contract Year 3: 01/04/2026 – 31/03/2027
Spend Commitment	Contract Year 1: \$2,644,656 Contract Year 2: \$2,856,228 Contract Year 3: \$3,084,727
Eligible Payer Accounts	808811598625, 502284745022 and 754388268610.
Credits Account	N/A
Cross-Service Discount	23 %
Prevailing Discount	means the discount rate under the Prime Tier Discount Program that will apply in accordance with clause 2, such discount rate to be determined by the Supplier as follows: 1) up to and including the first anniversary of the OGVA2.0 Effective Date, the discount tier will be determined by the Operational Commitment; and 2) after the first anniversary of the OGVA2.0 Effective Date, the Supplier will calculate the total Operational Spend in the immediately prior twelve (12) month period. Changes in the Prevailing Discount rate will take effect from the first day of the month following the Review Point.
Review Point	Reviewed by the last day of each quarter after the OGVA2.0 Effective Date (taking into account the commitment or spend as applicable up to the end of the prior month).
AWS Professional Services Discount	0 – 10% discount on the Total SOW Cost for use of AWS Professional Services for each Eligible SOW.
Operational Spend	The sum of the aggregate Commitment-Eligible Fees under all participants in the Prime Tier Discount Program with active Prime Tier Call-Off Contracts under the OGVA2.0 during the immediate prior twelve months.
Operational Commitment	The sum of the aggregate Spend Commitments of all participants in the Prime Tier Discount Program with active Prime Tier Call-Off Contracts under the OGVA2.0 during the 1st year after the OGVA2.0 Effective date.
Commitment-Eligible Fees	The following amounts, which count towards your Spend Commitment: (a) the following fees incurred under Eligible Accounts (excluding fees paid for by applying the Available Balance in accordance with Section 6, excluding taxes, and net of any applicable discounts (other than Credits) and refunds): (i) fees for use of Services (other than AWS Professional Services, AWS Training and AWS Certification) in Eligible Regions; (ii) except as set forth in (iii), fees for purchases on AWS Marketplace that are deployed on the Services (other than purchases of professional

Term	Meaning
	services) up to a maximum of 25% of the then applicable Spend Commitment; and (iii) fees for use of Commitment-Eligible Products; and (b) fees incurred for use of products and services sold by Elemental Technologies LLC, for so long as it is an AWS Affiliate (excluding taxes, and net of any applicable discounts and refunds).
Enterprise On-Ramp Fee	10% of fees incurred for use of Eligible Services; per month
Credits	N/A

2. Discount. The Supplier will apply the Cross-Service Discount or Prevailing Discount, whichever is the higher, to fees for use of Eligible Services under Eligible Accounts. The Supplier will apply any discounting expressed as a percentage to Public Pricing. The discounting under this Addendum may not be combined with any other discounts (including with any discounts on the Supplier's site). The Supplier will apply the relevant Cross-Service Discount or Prevailing Discount, except where any component of an Eligible Service is entitled to discounting under another agreement. The Supplier will apply the discounting during the Discount Term so long as the Buyer complies with the terms of this Addendum.

The Buyer acknowledges and agrees that:

- a. during the first Year; the Prevailing Discount may change (increase or decrease) during the Discount Term based on the Operational Commitment each quarter;
- b. following the first Year; the Prevailing Discount may change (increase or decrease) during the Discount Term based on the Operational Spend each quarter;
- c. the Prevailing Discount may decrease in the event that Operational Spend decreases or one or more Prime Tier Discount Program participants' Addendums terminates or expires; and
- d. a change in the Prevailing Discount will not apply retrospectively.

3. NOT USED

4. Support. For the duration of the Discount Term, the Buyer agrees that the Buyer's Eligible Accounts will be enrolled in either Enterprise Support or Enterprise On-Ramp. For Enterprise On-Ramp, the Buyer will pay the Enterprise On-Ramp Fee each month. If the Buyer's Spend Commitment is equal to or greater than \$1,800,000 per Contract Year, the Buyer's Eligible Accounts will be enrolled in Enterprise Support. If the Buyer's Commitment-Eligible Fees incurred during a Contract Year exceed \$1,800,000, the Buyer's Eligible Accounts will be enrolled in Enterprise Support for the following Contract Year.



5. AWS Professional Services Discount. If applicable, the Supplier will apply the AWS Professional Services Discount for use of AWS Professional Services. The AWS Professional Services Discount to be applied to an Eligible SOW is set based on the total days of AWS Professional Services during a year (April – March) including the days within the Eligible SOW:

Total Days Use of Professional Services	Discount
0-99 Days	0%
100-499 Days	5%
500+ Days	10%

The AWS Professional Services Discount does not apply to an Eligible SOW entered into before the discount threshold is reached. For each Eligible SOW, the Buyer is responsible for all expenses incurred in connection with the delivery of AWS Professional Services, and the AWS Professional Services Discount will not apply to such expenses.

6. Commitment. Effective as of the first day of the applicable Contract Year, you agree to incur Commitment-Eligible Fees during each Contract Year at least equal to the corresponding Spend Commitment payment obligation. If the Commitment-Eligible Fees incurred during a Contract Year are less than the corresponding Spend Commitment payment obligation, then you will be liable for a Spend Commitment Shortfall Payment.

7. Payments. Except as otherwise provided in this Addendum, The Buyer will pay all amounts in accordance with the payment terms of the Call-Off Contract. You will make all such payments in a payment currency supported by AWS. As of the Addendum Effective Date, AWS accepts payments in the Eligible Payment Currencies. All payment obligations under this Addendum will survive expiration or termination.

8. Available Balance. During the Discount Term, the Supplier will apply the Available Balance to fees and any taxes for use of Eligible Services. The Available Balance is nonrefundable, will not reduce the Buyer's Spend Commitment Shortfall Payment obligations, and is not a deposit for or credit toward the purchase of any services after the Discount Term. After the Discount Term, the Supplier will invoice the Buyer for an amount equal to any remaining Available Balance, and such Available Balance will be applied against such invoiced amount.

9. Program Selection. The OGVA2.0 (and any Eligible Accounts that the Buyer includes in the OGVA2.0) cannot be combined with any other discount and credit program, including but not limited to, discount programs offered through other Frameworks, the UKGDP or UKVCP. In the event the Buyer has Eligible Accounts that are already participating in any other discount program, such accounts shall be excluded from the OGVA2.0.

10. Term; Termination.

a. Term. The term of this Addendum commences on the Start Date and ends on the last day of the Discount Term.

b. Consequences of Termination of the Call-Off Contract by the Buyer.

i. If the Buyer terminates the Call-Off Contract for cause, in accordance with the Call-Off Contract, this Addendum will automatically terminate. Any Spend Commitment Shortfall Payment obligations arising after the effective date of such termination will not apply.

ii. If the Buyer terminates the Call-Off Contract for convenience in accordance with the Call-Off Contract, this Addendum will automatically terminate and the following process will apply in accordance with the Prime Tier Discount Program:

(1) If the Buyer has met the aggregate Spend Commitment, then no Return Amount will be

required to be made to the Supplier;



- (2) If Buyer has not met the aggregate Spend Commitment, then, subject to clause 10bii(3) below, the Spend Commitment Shortfall Payment:
- (a) can be offset (in full or in part) against any positive amount from the aggregate Operational Spend that is over and above the aggregate Operational Commitment amount at the time of termination; and
 - (b) if, after the Buyer applies the offsetting in accordance with clause 10bii(2)(a) above, there remains a positive Spend Commitment Shortfall Payment amount, the Buyer will pay the Supplier the lesser of: (i) the remaining positive Spend Commitment Shortfall Payment amount, and (ii) the Return Amount.
- (3) The Buyer acknowledges and agrees that:
- (a) overspend against the Operational Spend used to partially or fully offset an individual Buyer's Spend Commitment Shortfall Payment under clause 10bii(2)(a) above can only be used once at the overall group level for this purpose. The second and any subsequent instance of any participant in the Prime Tier Discount Program terminating their Call-Off Contract for convenience will take into account any overspend sums that have been previously offset in this way when calculating the available group level overspend for any future offsetting;
 - (b) if more than one participant in the Prime Tier Discount Program wishes to terminate their Call-Off Contract for convenience in a given month, any available overspend against the Operational Spend will be shared between the terminating Prime Tier Discount Program participants on a pro-rata basis for the purposes of offsetting each individual participant's Spend Commitment Shortfall Payment; and
 - (c) the offsetting mechanism under clause 10bii(2)(a) will not apply in the event the Buyer terminates the Call-Off Contract within the last three (3) months of the Discount Term. In this case, the Buyer will pay the Supplier the lesser of: (i) the total value of the aggregate Spend Commitments under this Addendum, less the Commitment-Eligible Fees the Buyer paid during the Discount Term as of the effective date of termination, and (ii) the Return Amount.

c. Consequences of Termination of the Call-Off Contracts by the Supplier. If the Supplier terminates the Call-Off Contract for cause in accordance with the Call-Off Contract, this Addendum will automatically terminate and the Buyer will pay the Supplier the lesser of: (i) the total value of the aggregate Spend Commitments under this Addendum, less the Commitment-Eligible Fees the Buyer paid during the Discount Term as of the effective date of termination, and (ii) the Return Amount. Following such payment, any Spend Commitment Shortfall Payment obligations arising after the effective date of such termination will not apply.

d. Mutual Agreement to Terminate the Call-Off Contract and survival of this Addendum. The terms of this Addendum will survive termination of the Call-Off Contract should the Supplier and Buyer mutually agree to:

- i. Terminate the existing Call-Off Contract to enter into a new legally binding agreement for the provision of AWS services to run consecutively on terms supporting OGVA2.0 and this Addendum; or
- ii. terminate the existing Call-Off Contract to execute a new Call-Off Contract to run consecutively on terms supporting OGVA2.0 and this Addendum.

e. Termination of this Addendum.

- i. This Addendum will automatically terminate upon any termination of the Call-Off Contract that results in the Buyer stopping their use of AWS services entirely. Notwithstanding any termination for convenience rights in the Call-Off, neither AWS nor you may terminate the Addendum for convenience during the term of this Addendum. Each party may terminate this Addendum for cause upon written notice if the other party is in material breach of this

Addendum, provided that the breaching party will have 30 days from receipt of the notice to cure any material breach that can be cured.

- ii. **Commitment Shortfall Considerations on Termination.**
 - a. **Commitment Shortfall Meeting.** If, upon termination of the OGVA2.0 Private Pricing Addendum, the Buyer reasonably concludes there is a spend commitment shortfall that needs addressing, the Buyer may request a meeting with AWS personnel to discuss resolution of the spend commitment shortfall payment by providing written notice to aws-notification-intake@amazon.com within 30 days of you becoming aware of the situation (“Commitment Shortfall Meeting”). At the Commitment Shortfall Meeting, the parties will discuss in good faith how the spend commitment shortfall payment should be dealt with and will aim at mutually agreeing possible mitigations (i.e contract extension, offsetting of sums, payment plan, inter alia.)
 - b. **Executive Escalation Meeting.** If the Buyer is not reasonably satisfied with the proposals discussed in the Commitment Shortfall Meeting, the Buyer may request a meeting with an AWS executive by providing written notice to aws-notification-intake@amazon.com within 30 days of the Commitment Shortfall Meeting (“Executive Escalation Meeting”).

f. Expiry of the MOU. In the event that the MOU is terminated or expires and is not replaced by CCS and the Supplier, the Prime Tier Discount Program will cease to operate, after which:

- i. fees for Eligible Services will be invoiced on the basis of the Cross-Service Discount until the end of the Discount Term; and
- ii. the Buyer will no longer be able to take advantage of the benefits associated with the Prime Tier Discount Program.

11. Nondisclosure. Each party agrees that the existence and terms of this Addendum are not publicly known and will not be disclosed by that party.

12. Definitions. Capitalised terms have the meanings set forth in the Agreement or unless otherwise defined in this Addendum.

“**Available Balance**” means the remaining balance of any Upfront Payment (if applicable) and Spend Commitment Shortfall Payment paid to the Supplier during the term of this Addendum.

“**Commitment-Eligible Products**” means the products and services listed at <https://commitment-eligible-products-list.s3.amazonaws.com/Commitment+Eligible+Products.pdf>

“**Eligible Accounts**” means the following accounts: (i) the Eligible Payer Accounts, other than any Eligible Payer Account that the Supplier agrees to remove at the Buyer’s request; (ii) any account that the Supplier agrees to add as an Eligible Payer Account at the Buyer’s request; and (iii) any Member Accounts joined via AWS Organizations to an Eligible Payer Account; provided that this Addendum: (x) applies only to accounts that have been opened by the Buyer for use by the Buyer, and that are registered with email addresses issued by the Buyer; and (y) will not apply to any Eligible Payer Account that is joined via AWS Organizations to an account that is not an Eligible Account. The Buyer will provide Supplier the Eligible Account IDs by sending notice of same to the Supplier at aws-gcloud@amazon.com.

“**Eligible Payment Currencies**” means the currencies listed at <https://payment-currency-list.s3.amazonaws.com/AWS+Supported+Payment+Currencies+by+SoR.pdf>

“**Eligible Regions**” means the AWS regions and locations listed at <https://regionslist.s3.amazonaws.com/>

[Eligible+Regions.pdf](#).

“**Eligible Services**” means the services listed in the Call-Off Contract excluding: (i) the services listed at <https://ineligibleserviceslist.s3.amazonaws.com/s3.amazonaws.com/Ineligible+Services.pdf>; (ii) VMware Offerings except for Eligible VMware Cloud Subscriptions; and iii) CloudEndure services.

“**Eligible SOW**” means a mutually-agreed statement of work entered into during the Discount Term for AWS Professional Services to be delivered in locations approved by the Supplier.

“**Prime Tier Discount Program**” means the discount Program, as agreed between the Supplier and CCS under the MOU.

“**MOU**” means the ‘*One Government Value Agreement for AWS Services - Memorandum of Understanding*’ entered into between the Supplier and Crown Commercial Services, on or about [31/10/2023].

“**OGVA2.0**” means the One Government Value Agreement for AWS Services.

“**OGVA2.0 Effective Date**” means the date the One Government Value Agreement2.0 became effective for AWS Services [01/11/2023].

“**Public Pricing**” means the pricing for the Eligible Services as described on the AWS Site.

“**Return Amount**” means the amount of the total discounting received under this Addendum, less the discount the Buyer would have qualified for under the Volume Commitment Program, as per G-Cloud13.

“**Spend Commitment Shortfall Payment**” means an amount equal to the applicable Spend Commitment less the Commitment-Eligible Fees incurred during the applicable period.

“**Total SOW Cost**” means the aggregate cost of AWS Professional Services stated in an Eligible SOW at the time of execution, excluding any expenses.

“**VMware Cloud Fees**” means fees incurred under the VMware Cloud Account in the VMware Cloud Region for use of VMware Offerings.

