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Reseller Agreement for AWS Resale Programs

This Reseller Agreement for **AWS Resale Programs** (“**Agreement**”) is between Anthropic, PBC (“**Anthropic**”) and CHUAN KAI INTERNATIONAL Co., Ltd. (“**Reseller**”) and is effective as of the last date of signature below (“**Effective Date**”).

1. Overview

Reseller is authorized to resell certain Amazon services through its participation in the AWS resale programs identified in the Key Terms Schedule (the “**AWS Resale Programs**”). This Agreement establishes the terms and conditions under which Anthropic authorizes Reseller to resell the Services through the AWS Resale Programs. Certain capitalized terms are defined in Section 15 (Definitions) and others are defined contextually in this Agreement.

2. Reseller Activities

- 2.1 Offering of the Services. Subject to all of the terms and conditions of this Agreement and in accordance with any Market Restrictions, Anthropic authorizes Reseller, during the Term, to market and resell the Services to new End Customers in the Territory through the AWS Resale Programs, but solely for use by each such End Customer (a) without any right of redistribution or sharing, (b) subject to any Designated Use restrictions and (c) pursuant to the Terms of Service as further set forth in Section 2.3 (Terms of Service; Enforcement). These rights may not be transferred or sublicensed by Reseller.
- 2.2 Provision of the Services. The parties acknowledge and agree that Anthropic will operate the Services and provide the Services directly to each End Customer and that nothing in this Agreement will be deemed to grant Reseller the right to re-brand, re-frame, operate or otherwise control the Services. Anthropic reserves the right to modify the Services at any time.
- 2.3 Terms of Service; Enforcement. Reseller will: (a) ensure that each End Customer assents to and becomes bound by the Terms of Service prior to Reseller enabling End Customer’s access to the Service, and that such Terms of Service are enforceable by Anthropic against the End Customer; (b) include either a copy of or a link to the Terms of Service in each quote and any other agreement that Reseller enters with each End Customer; and (c) if requested by Anthropic, obtain a signed copy of the Terms of Service from the End Customer, or provide other proof of End Customer’s assent to the Terms of Service. Notwithstanding the foregoing, Reseller may clarify to End Customer that the provisions of the Terms of Service governing payment to Anthropic will not apply, and that Reseller’s payment terms with End Customer will govern. For clarity, Reseller has no authority to negotiate the terms of the Terms of Service, and Reseller will immediately refer any End Customer questions or comments regarding the Terms of Service directly to Anthropic. Provision of the Services to any End Customer is subject to entry into a legally binding Terms of Service by such End Customer. If Reseller becomes aware of any suspect or actual unauthorized use of the Services or of any failure by an End Customer to comply with the Terms of Service, Reseller will immediately notify Anthropic and at Anthropic’s direction, use its best efforts to assist Anthropic in the enforcement of the Terms of Service.
- 2.4 Account Setup; End Customer Form. When configuring the AWS account through which End Customers will access the Services, Reseller and/or the applicable End Customer must complete the “Payer Company Name” and “End User Company Name” data fields for such AWS account. In addition, within seventy-two (72) hours of reselling the Services to any End Customer, Reseller must complete the End Customer First-time User Form (“**FTU Form**”) within the AWS Console, which includes all information required in Exhibit B, for each End Customer. The FTU Form must be completed for all End Customers, whether such End Customer is accessing and using the Services under the End Customer’s or Reseller’s

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account(s). If Reseller is not prompted to complete the FTU Form for any End Customer via the AWS Console, Reseller must submit a completed FTU Form for the End Customer to Anthropic at the email address listed in Exhibit B. Upon request, Reseller will provide updates or reasonable additional information to Anthropic related to the FTU Form.

- 2.5 Territorial Limitations. Notwithstanding anything to the contrary in this Agreement, Reseller may only resell the Services in the states, countries and regions within the Territory where AWS authorizes Reseller to resell AWS services through the AWS Resale Programs.
- 2.6 General Restrictions. Reseller will not (and will not permit any End Customer or other third party to): (a) provide access to, distribute, sell or sublicense the Services, except as expressly authorized in this Agreement; or (b) use the Services in violation of or beyond the rights granted in this Agreement or the Terms of Service.
- 2.7 Reseller Services. Reseller may be permitted to provide consulting services, or other professional services to End Customers with respect to the Services ("**Reseller Services**").
- 2.8 Non-Exclusive. The rights granted to Reseller in this Agreement are non-exclusive and nothing in this Agreement will be deemed to prohibit Anthropic from entering into any reseller, end-user, partner, alliance, services, or other agreement with any party anywhere in the world either during or after the Term of this Agreement.
- 2.9 Affiliates. Reseller may extend the rights and obligations under this Agreement to its Affiliates listed in Exhibit C (the "**Approved Affiliates**") by submitting a written request to aws-reseller-program@anthropic.com. Any such addition is contingent upon Anthropic reviewing and agreeing to add the proposed Affiliate to Exhibit C. Reseller shall remain responsible for its Approved Affiliates' compliance with this Agreement and shall be liable for any breach by such Affiliates as if committed by Reseller itself.

3. Orders and Fulfillment

- 3.1 Orders. Anthropic reserves the right not to provide any Services to any End Customer for any reason and in Anthropic's sole discretion. Any additional or different terms set forth on Reseller's agreement with the End Customer will not be binding upon Anthropic and Reseller will be solely liable for any claims arising from such unauthorized terms.
- 3.2 End Customer Pricing; Collection. Reseller will independently determine the pricing at which it offers the Services and Reseller Services (if any) to End Customers, but Reseller may not advertise access to any Services at a lower price than the current list price of such Service published by Anthropic. Anthropic reserves the right to require AWS to cancel or suspend the provision of Services with respect to any End Customer if it fails to receive payment from Reseller with respect to such End Customer. In the event that Reseller ceases to do business or otherwise stops providing the Services to End Customers, Anthropic is not obligated to provide the Services directly to End Customers, or to refund any fees paid by the reseller, provided that Anthropic may choose to do so in its sole discretion.
- 3.3 End Customer Termination. Anthropic reserves the right to terminate any order or suspend the Service if the applicable End Customer is in breach of the Terms of Service, including the Anthropic Usage Policy and the Anthropic supported regions policy. In no case will any such termination or suspension under this section give rise to any liability of Anthropic to Reseller or to the End Customer for damages.

4. Reseller Obligations

- 4.1 Conduct. Reseller will conduct itself in a professional manner that reflects positively on

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Anthropic. Reseller will not represent itself as an agent or employee of Anthropic, make any representation, warranty or commitment on Anthropic's behalf or describe Anthropic or its offerings except in a manner consistent with written descriptions provided by Anthropic for such purpose. Reseller is solely responsible for obtaining all licenses, approvals, or regulatory authorizations appropriate or necessary for Reseller to perform its obligations as set forth in this Agreement, including the costs related thereto, and to provide any Reseller Products. For Services-related sales activities, Reseller agrees that it will compensate its sales force equally (including commissions, promotions and any other incentives) as compared to any other product or service offered by Reseller. Reseller will not engage in any deceptive, misleading, illegal or unethical practices and will comply with all applicable Laws in its performance of this Agreement, including Anti-Corruption Laws, and will not give, offer or promise any item of value to any official, person or entity in violation of any Anti-Corruption Laws.

- 4.2 Reporting and Management Reviews. Reseller will provide Anthropic with reports as specified in the Key Terms Schedule. Upon request by Anthropic, Reseller further agrees to participate in Anthropic management reviews covering issues such as account reviews, lead or pipeline status and marketing efforts on a quarterly basis, or more frequently upon Anthropic's request. Upon request, Reseller agrees to an annual contract review 30 days prior to the anniversary of the Effective Date.
- 4.3 Training. Reseller agrees to complete any training activities and requirements specified in the Key Terms Schedule or otherwise reasonably requested by Anthropic.
- 4.4 Reseller Products. To the extent Reseller provides training or other products or services, including any Reseller Services, in connection with End Customers' use of the Services ("**Reseller Products**"), Reseller remains solely responsible for the Reseller Products (including any related agreements). Reseller's provision of Reseller Products may be subject to eligibility or certification requirements as described in the Key Terms Schedule, but in any event, Anthropic has no obligation or liability for any Reseller Products.

5. Marketing

- 5.1 Reseller Marketing. Subject to this Section 5, Reseller may market the Services in accordance with the co-marketing guidelines provided by Anthropic, and also agrees to undertake any marketing activities described in the Key Terms Schedule. Upon Anthropic's request, Reseller must promptly cease any marketing activity that does not follow Anthropic's co-marketing guidelines. Upon request, Reseller will submit a marketing plan to Anthropic and update Anthropic on a regular basis as to its marketing activities. The parties may collaborate on additional promotional, marketing, or related activities to publicize the relationship between the parties or Anthropic's Services ("Marketing"), which must be mutually approved by the parties in writing in advance.
- 5.2 Use of Marks. During the Term, subject to this Agreement, each party grants the other the right to use and display its Marks solely to identify the parties' relationship under this Agreement and for mutually agreed marketing activities, including as described in Section 5.1 (Reseller Marketing).
- 5.3 Approvals and Limits. Use of a party's Marks is subject to its prior approval and any written directions and instructions by a party regarding the form and manner of the application of such party's Marks, including any directions or brand guidelines provided by such party. In addition, any press release or other public announcement relating to this Agreement must be approved by each party in advance. Reseller hereby approves Anthropic's use of Reseller's Marks to promote Reseller as a reseller. Each party will promptly cease any problematic use of the other party's Marks upon request. Reseller will not register, or attempt to register, any trademark or domain name using or similar to any of Anthropic's Marks, and if Reseller has, Reseller agrees to immediately effect transfer of such domain name to Anthropic without charge. Each party

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acknowledges that the other party is the owner of its own Marks and all goodwill related thereto and all use of the other party's Marks under this Agreement and any goodwill accruing from such use will inure solely to the benefit of such other party. Neither party will use a Mark of the other party in connection with any disparaging, unlawful or derogatory material, or in a manner that may diminish or otherwise damage the other party's goodwill in that Mark. Each party will promptly terminate any Mark use upon notice by the other party or upon termination or expiration of this Agreement. Nothing contained in this Agreement will be deemed to grant any party any right, goodwill, title or interest in the Marks of the other party. Reseller will comply with all applicable laws and regulations in its marketing activities hereunder and will not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Anthropic.

6. Ownership

Reseller acknowledges that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Reseller under this Agreement. Anthropic or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Services and its Marks. Further, Reseller acknowledges that neither Reseller nor End Customer has a right to obtain any software (including the underlying code of any Services) pursuant to this Agreement.

7. Term of Agreement

- 7.1 Term. This Agreement starts on the Effective Date and continues for the initial term set forth on the Key Terms Schedule, unless earlier terminated in accordance with this Section 7. Unless terminated, this Agreement will automatically renew upon expiration of the initial term for additional one-year terms (the initial term and each renewal term, the "Term") unless either party gives the other notice of non-renewal at least 30 days prior to expiration of the then-current term.
- 7.2 Termination. Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within 30 days after notice of such breach; (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. In addition, Anthropic may immediately terminate this Agreement for Reseller's material breach of any of provisions of this Agreement or of the relevant Anthropic Commercial Terms of Service related to trust and safety (including breach of the Anthropic Usage Policy or the supported regions policy, or Reseller's failure to timely provide the FTU form). Furthermore, either party may terminate this Agreement at any time for convenience with 30 days' prior notice. Anthropic may terminate this Agreement immediately with notice if it reasonably believes or determines that its continued performance under this Agreement will violate applicable law.
- 7.3 Effect of Termination. Upon any expiration or termination of this Agreement, (i) Reseller will wind-down all existing Terms of Service with End Customers within a period of one year following the effective date of such expiration or termination (the "Wind-Down Period"), and (ii) Reseller will (a) cease to be an authorized reseller and have no right to market or resell the Services, (b) cease use of and terminate access to the Services, (c) cease use of Anthropic's Marks, and (d) return to Anthropic all property of Anthropic (including Confidential Information). During the Wind-Down Period, (x) Reseller will not enter into any new Terms of Service or other agreements related to the Services with End Customers, and (y) the obligations of each party as set forth in this Agreement will continue to apply with respect to the existing Terms of Service until such Terms of Service terminate or expire. Anthropic will have no liability to Reseller of any type arising from termination of this Agreement in accordance with its terms. Any End Customer subscription to the Services granted prior to the termination of this Agreement will survive in accordance with the terms of the applicable Terms of Service, but

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Reseller may not extend or renew any subscriptions after the Term and will not have a right to any compensation for any subsequent extensions or renewals.

7.4 Survival. These Sections survive termination or expiration of this Agreement: 2.3 (Terms of Service; Enforcement), 2.6 (General Restrictions), 4.1 (Conduct), 4.4 (Reseller Products), 6 (Ownership), 7.3 (Effect of Termination), 7.4 (Survival), 8.2 (Disclaimer of Warranties), 10 (Disputes), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidential Information), 14 (General) and 15 (Definitions), and any other provision or condition that must survive to fulfill its essential purpose. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8. Warranties and Disclaimer

8.1 Warranties. Each party represents and warrants that it is authorized to enter into this Agreement.

8.2 Disclaimer of Warranties. The Services, Anthropic's Marks and all other services and materials are provided by Anthropic "as is". IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ACTIVITIES CONDUCTED UNDER THIS AGREEMENT ARE IS "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO PRODUCTS OR SERVICES THEY MAY OFFER; AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT AND SERVICES THEY MAY OFFER, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE.

9. Support

9.1 End Customer Support. If an End Customer requests support from Reseller in connection with End Customer's use of the Services, and Reseller is unable to resolve such support request, Reseller will redirect the request to the Anthropic support team via the standard support mechanisms as outlined by AWS in the AWS Resale Programs. Reseller will promptly notify Anthropic of any significant End Customer complaint concerning performance, quality or service, including complaints against the Reseller service and or its employees.

10. Disputes

10.1 Disputes. In the event of a dispute, claim or controversy relating to this Agreement ("Dispute"), the parties will first attempt in good faith to informally resolve the matter. The party raising the Dispute must notify the other party ("Dispute Notice"). If the parties have not resolved the dispute within 45 days of delivery of the Dispute Notice, either party may seek to resolve the dispute through arbitration as stated in Section 10.2 (Arbitration).

10.2 Arbitration. Any Dispute will be determined in English by final, binding arbitration, determined by a sole arbitrator in San Francisco, California pursuant to the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. Judgment on any award issued through the applicable arbitration process in this Section 10.2 (Arbitration) may be entered in any court having jurisdiction. EACH PARTY AGREES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW IN CONNECTION WITH THIS AGREEMENT.

10.3 Equitable Relief. This Section 10 (Disputes) does not limit either party from seeking equitable relief.

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11. Limitations of Liability

- 11.1 Consequential Damages Waiver. Except for Excluded Claims, neither party will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.
- 11.2 Liability Cap. Except for Excluded Claims: (a) neither party's liability with respect to any single incident arising out of or related to this Agreement will exceed the amounts actually paid by Reseller for the particular End Customer involved with the issue giving rise to the liability in the 12 months prior to the act that gave rise to the liability, and (b) a party's liability arising out of or related to this Agreement will not exceed in aggregate the amounts actually paid by Reseller to Anthropic during the prior 12 months under this Agreement.
- 11.3 Excluded Claims. "Excluded Claims" means (a) with respect to Reseller's liability, any claims arising out of or related to Sections 2 (Reseller Activities) or 4 (Reseller Obligations), (b) amounts payable to third parties under Reseller's obligations in Section 12 (Indemnification) and (c) either party's breach of Section 13 (Confidential Information).
- 11.4 Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. Indemnification

- 12.1 Indemnification by Anthropic. Anthropic will defend Reseller from and against any third-party claim to the extent alleging that (a) Reseller's authorized resale of Services infringes a third party's patent, copyright, trademark or trade secret or (b) Anthropic's Marks when used as authorized under this Agreement infringe a third party's U.S. trademark or copyright, and will indemnify and hold harmless Reseller against any damages or costs awarded against Reseller (including reasonable attorneys' fees) or agreed in settlement by Anthropic resulting from the claim.
- 12.2 Indemnification by Reseller. Reseller will defend Anthropic from and against any third-party claim to the extent arising out of or related to (a) an allegation that Reseller's Marks when used as authorized under this Agreement infringe a third party's U.S. trademark or copyright, (b) Reseller's breach or alleged breach of Sections 2 (Reseller Activities), 4 (Reseller Obligations) or 14.3 (Export Compliance) or (c) the Reseller Products, and will indemnify and hold harmless Anthropic against any damages or costs awarded against Anthropic (including reasonable attorneys' fees) or agreed in settlement by Reseller resulting from the claim.
- 12.3 Exclusions. Neither party's defense or indemnification obligations will apply to the extent the underlying allegation arises from the indemnified party's fraud, willful misconduct, violations of law, or breach of this Agreement. In addition, Anthropic's obligations in this Section 12 do not apply (i) to infringement resulting from any party's (other than Anthropic's) modification of the Services or use of the Services in combination with items not provided by Anthropic, (ii) to unauthorized resale of the Services, (iii) if Reseller settles or makes any admissions about a claim without Anthropic's prior consent or (iv) to trials or other free or evaluation use.
- 12.4 Process. An indemnified party must promptly notify the indemnifying party of the relevant claim and will reasonably cooperate in the defense. The indemnifying party will retain the right to control the defense of any such claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise, except that the indemnified party will have the right, not to be exercised unreasonably, to reject any

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settlement or compromise that requires that it admit wrongdoing or liability or subjects it to an ongoing affirmative obligation. The indemnifying party's obligations will be excused if either of the following materially prejudices the defense: (a) failure of an indemnified party to provide prompt notice of the claim or (b) failure to reasonably cooperate in the defense.

12.5 Sole Remedy. To the extent covered under this Section 12 (Indemnification), indemnification is each party's sole and exclusive remedy under this Agreement for any third-party claims.

13. Confidential Information

13.1 Obligations. The receiving party ("Recipient") may only use the Confidential Information of the disclosing party ("Discloser") to exercise its rights and perform its obligations under this Agreement. Recipient may only disclose Discloser's Confidential Information to Recipient's employees, agents, contractors, and advisors that have a need to know such Confidential Information and who are bound by obligations of confidentiality at least as protective as those provided in this Agreement ("Representatives"). Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own Confidential Information, and with no less than reasonable care. Recipient is responsible for all acts and omissions of its Representatives. Recipient will promptly notify Discloser if it suspects or knows that Discloser's Confidential Information was breached and agrees to cooperate to mitigate further risks of loss or misuse.

13.2 Exclusions. Recipient's obligations with respect to Confidential Information do not apply if Recipient demonstrates that Discloser's Confidential Information was (a) already known to Recipient at the time of disclosure by Discloser, (b) disclosed to Recipient by a third party without a duty of confidentiality, (c) publicly available through no fault of Recipient, or (d) independently developed by Recipient without use of Discloser's Confidential Information. Recipient may disclose Discloser's Confidential Information to the extent it is required by law, or court or administrative order, but will, except where expressly prohibited, promptly notify Discloser of the required disclosure and cooperate with Discloser to limit the scope of such disclosure upon Discloser's request.

13.3 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 13.

13.4 Destruction Request. Recipient will destroy Discloser's Confidential Information promptly upon request, except copies in Recipient's automated back-up systems, which will remain subject to these obligations of confidentiality while maintained.

14. General

14.1 Assignment and Delegation. Neither party may assign its rights or delegate its obligations under this Agreement without the other party's written consent, except that Anthropic may assign its rights and delegate its obligations to an affiliate or as part of a sale of all or substantially all its business. Any purported assignment or delegation is null and void except as permitted above. No permitted assignment or delegation will relieve the contracting party or assignees of their obligations under this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

14.2 Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Any suits, actions, or proceedings related to this Agreement that are not required to be resolved via arbitration pursuant to Section 10

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(Disputes) will be instituted exclusively in federal or state courts located in San Francisco, California.

- 14.3 Export Compliance. In its use and other activities related to the Services, Reseller agrees to comply with all relevant U.S. and foreign export and import Laws. Reseller (a) represents and warrants that it is not, and that it will not market the Services to any party that is listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) will not (and will not permit anyone else to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction.
- 14.4 Notices. Except as otherwise set out in this Agreement, all notices, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing. Notices provided under this Agreement may be delivered electronically to Reseller's address or other authorized addresses provided to Anthropic; and to notices@anthropic.com if to Anthropic. Notice is effective only: (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with all requirements of this Section 14.4 (Notices).
- 14.5 Entire Agreement. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.
- 14.6 Revisions to Attachments. Anthropic may revise any Exhibit to this Agreement (including revising the Services and the Pricing Schedule) upon 30 days' notice to Reseller. The revised Exhibit will apply to any order accepted after the effective date of the revision. Nonetheless, the terms of the Key Terms Schedule may only be revised upon renewal of the Term or by mutual agreement of the parties.
- 14.7 Amendment and Modification. Except as otherwise provided herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by both parties. Failure to exercise or delay in exercising any rights or remedies under this Agreement is not a waiver; and no single or partial exercise of any right or remedy will preclude future exercise of such right or remedy.
- 14.8 Severability. If a provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will neither affect any other term or provision of this nor invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.9 Relationship of the Parties. The parties to this Agreement are independent contractors (and will so represent themselves to third parties). There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties, despite use of the term "Reseller". Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 14.10 Feedback. If Reseller provides (in its sole discretion) Anthropic with feedback regarding the Services, Anthropic may use that feedback at its own risk and without obligation to Reseller or any End Customers, or any end user.
- 14.11 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable

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control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

14.12 Government End-Users. Elements of the Services are “commercial items,” as defined at FAR 2.101. If the user of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with FAR 12.211-12.212, as applicable for civilian purposes and DFARS 227.7012-4 and 227.7202-4, as applicable for military purposes. For U.S. Department of Defense users, technical data customarily provided to the public, is furnished in accordance with DFARS 252.227-7015. All other use is prohibited.

14.13 No Third-Party Beneficiaries. No third party (including any End Customer) will be deemed to be an intended or unintended third-party beneficiary of this Agreement.

14.14 Interpretation. This Agreement will be construed mutually, with neither party considered the drafter. Document and section titles are provided for convenience and will not be interpreted. The phrases "for example" or "including" or "or" are not limiting.

14.15 Integration. This Agreement (including any incorporated exhibits or documents that reference this Agreement) constitutes the parties' entire understanding of the activities described herein. This Agreement supersedes all other understandings or agreements between the parties regarding these activities. Any agreements for use of Services or Reseller Products are specifically not governed by or incorporated into this Agreement.

15. Definitions

“**Affiliate**” means, with respect to an entity, any other entity that directly or indirectly controls, is controlled by, or is under common with that entity.

“**Anti-Corruption Laws**” means all applicable anti-bribery and anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act.

“**AWS**” means Amazon Web Services, Inc. and its Affiliates.

“**Confidential Information**” means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Anthropic’s Confidential Information includes the terms and conditions of this Agreement and any technical, performance, or non-public pricing information about the Services.

“**Documentation**” means any Anthropic’s usage guidelines and standard technical documentation for the Services, including information available at docs.anthropic.com.

“**End Customer**” means an end-user customer of the Services located in the Territory.

“**Key Terms Schedule**” means the schedule attached to this Agreement as Exhibit A.

“**Laws**” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data, and sanctions.

“**Market Restrictions**” means any restriction on the types of End Customers to whom Reseller may offer the Services as specified on the Key Terms Schedule or otherwise.

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“Marks” means the trademarks, service marks, names, logos, images, collateral or similar materials provided by a party for use under this Agreement.

“Services” means the Anthropic offerings identified on the Key Terms Schedule, including any related Anthropic tools and Documentation.

“Terms of Service” means the then-current version of the Anthropic Commercial Terms of Service governing use of the Services, the current version of which is available at <https://www.anthropic.com/legal/commercial-terms> or other negotiated Anthropic Terms of Service, as applicable.

“Territory” means any geographic or market territory specified in the [Supported Regions Policy](#) and the Key Terms Schedule (if applicable).

[Signature page follows]

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Exhibit A
Key Terms Schedule

1. **Territory:** Anthropic Approved Regions
2. **Services:** Claude Models sold via Amazon Bedrock API
3. **AWS Resale Programs:** AWS Solution Provider
4. **Market Restrictions:** N/A
5. **Term:** 1 year
6. **Required Reports:**

(a) At least 30 days prior to the start of the following periods, or more frequently upon Anthropic's reasonable request, Reseller will provide to Anthropic the following reports:

Report Frequency:	Description:
Quarterly	<ul style="list-style-type: none">- AWS account IDs and associated End Customers- Lead and pipeline status- Marketing efforts- Actual and anticipated revenue and token usage for each End Customer

7. **Training (if any):** To be determined
8. **Marketing:** Subject to Section 5 (Marketing) of the Agreement, Reseller agrees to the following specific co-marketing activities: To be determined

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Exhibit B
First-time User Form

If applicable in accordance with Section 2.4, please complete and submit the following information to Anthropic at aws-reseller-program@anthropic.com.

Reseller Information

Program:

Solution Provider []

Distribution []

Full Legal Entity Name of Solution Provider or Distributor:

Full Legal Entity Name of Distribution Seller (if applicable):

End Customer Information:

1. The full legal entity name of the End Customer
2. The URL of the End Customer's website
3. The industry in which the End Customer operates
4. The End Customer's contact email address
5. The relevant UUIIDs and AWS Account IDs for the End Customer
6. The intended users of the Services (e.g., internal End Customer employees or external users)
7. Which models the End Customer will use
8. A description of the End Customer's proposed use cases

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Exhibit C
Approved Affiliates

Full Legal Name	Effective Date
CKmates International Co., Ltd.	Date of last signature