



State of West Virginia
Agency Contract

Order Date: 04-03-2023

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	ACT 0213 0213 PUR2000000001 7	Procurement Folder:	677865
Document Name:	Change Order No.03 - Contract Renewal	Reason for Modification: ADMINISTRATIVE CHANGE ORDER: CO#03: Issued to renew the original contract per Section 12 of the Contract.	
Document Description:	AMAZON20 - Amazon Business Prime Account		
Procurement Type:	Agency Sole Source		
Buyer Name:	Mark A Atkins		
Telephone:	(304) 558-2307		
Email:	mark.a.atkins@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	03-15-2020
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	03-14-2024

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VC0000090806 AMAZON COM SERVICES INC 410 TERRY AVE N SEATTLE WA 98109 US Vendor Contact Phone: 888-281-3847 Extension: Discount Details:				Requestor Name: Jennifer F Fields Requestor Phone: 304-558-3568 Requestor Email: jennifer.f.fields@wv.gov	
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

Total Order Amount:	\$12,246.00
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DEPARTMENT AUTHORIZED SIGNATURE

DATE:
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Direct Award Determination

CHANGE ORDER No.03: ADMINISTRATIVE CHANGE ORDER

CO#03: Administrative change order Issued to renew the original contract under the Section 12 TERM; TERMINATION Clause of the contract.

Effective Renewal Date: 03/15/2023 thru 03/14/2024 (Commodity Line #4)

NO OTHER CHANGES

The Vendor, Amazon.Com Services Inc. agrees to enter with the State of West Virginia Purchasing Division into a contract for a Amazon Business Prime Account to provide Free 2-day delivery for all items available through Amazon Business Prime, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80141703	1.00000	EA	1749.000000	\$1,749.00
Service From	Service To	Manufacturer	Model No		
2020-03-15	2021-03-14				

Commodity Line Description: Retail distribution services

Extended Description:

Amazon Business Prime Account provides 2-day free delivery for all items available thru Amazon Business Prime.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	80141703	1.00000	EA	3499.000000	\$3,499.00
Service From	Service To	Manufacturer	Model No		
2021-03-15	2022-03-14				

Commodity Line Description: Retail distribution services

Extended Description:

CHANGE ORDER No. 02

Amazon Business Prime Account provides 2-day free delivery for all items available thru Amazon Business Prime.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	80141703	1.00000	EA	3499.000000	\$3,499.00
Service From	Service To	Manufacturer	Model No		
2022-03-15	2023-03-14				

Commodity Line Description: Retail distribution services

Extended Description:

CHANGE ORDER No. 02

Amazon Business Prime Account provides 2-day free delivery for all items available thru Amazon Business Prime.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	80141703	1.00000	EA	3499.000000	\$3,499.00
Service From	Service To	Manufacturer	Model No		
2023-03-15	2024-03-14				

Commodity Line Description: Retail distribution services

Extended Description:

CHANGE ORDER No. 03

Amazon Business Prime Account provides 2-day free delivery for all items available thru Amazon Business Prime.

Atkins, Mark A

From: Kelleher, Jennifer <jenkel@amazon.com>
Sent: Monday, January 25, 2021 9:07 AM
To: Atkins, Mark A
Subject: [External] RE: AMAZON20 PO# ACT 0213 PUR20*01 Contract Renewal Request

CAUTION: External email. Do not click links or open attachments unless you verify sender.

Hello Mark,

I sent both forms over to my legal counsel and they reminded me that our Agreement does not expire.

In **Section 12. Term; Termination** it states, "This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it." (Similar to a convenience contract, you are also able to terminate at any time without reason or penalty.) Could you ask if we can take another look at this requirement to see if it's necessary?

I was also asked to see if the Affidavit was required by law.

Let me know if you want to have a call Monday to discuss further. To schedule a time with me, [click here](#)

Thank you.

From: Atkins, Mark A <Mark.A.Atkins@wv.gov>
Sent: Tuesday, January 19, 2021 10:22 AM
To: Kelleher, Jennifer <jenkel@amazon.com>
Subject: [EXTERNAL] AMAZON20 PO# ACT 0213 PUR20*01 Contract Renewal Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Hello Jennifer,

Please review the attached documents and respond accordingly.

Sincerely,

Mark A. Atkins, CPPB

Senior Buyer, Statewide Contracts
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130



business prime

Suited for work

Business Prime from Amazon Business gives you the familiar shopping experience of Amazon.com with fast, free shipping on millions of eligible items, for your business. Prioritize cash flow with flexible payment terms, analyze spending patterns with Spend Visibility, and empower employees to make the right buying choices with Guided Buying. Sign up for free 30-day trial today!

One Business Prime plan covers your entire organization.



Fast, FREE business delivery

- Unlimited FREE Two-Day shipping on over 100 million eligible items
- FREE Same-Day delivery or One-Day shipping on eligible orders.
- FREE Consolidated shipping on bulk orders



Fast and easy business purchasing

- Purchase with the familiar shopping experience of Amazon.com
- Transparent and predictable membership costs
- Integrates with your existing EDI or cXML-based plugins



Analyze data with Spend Visibility

- Turn your procurement data into rich dashboards and reports
- Gain insights that lead to more savings opportunities



Set controls with Guided Buying

- Guide employees to approved products or supplies.
- Reduce rogue spending by enforcing purchasing policies



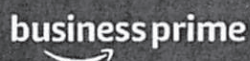
Flexible payment terms

- Buy now and pay later with an additional 15 or 30 days to pay your invoice
- Prioritize cash flow to run and grow your business

Sign up for a free 30-day trial of Business Prime
www.amazon.com/businessprime

amazon business

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Benefits Overview

Business Prime Benefits Price: amount paid per business account per year	Essentials \$179	Small \$499	Medium \$1,299	Enterprise \$10,099	Public Sector \$3,499
Single membership for the entire business account	✓ Up to 3 users	✓ Up to 10 users	✓ Up to 100 users	✓ Over 100 users	✓ Over 100 users
Business Delivery					
Free Two-Day Shipping Free Same-Day Delivery Free One-Day Shipping Free Consolidated Shipping Discounted Expedited Delivery Free Delivery on special items	✓	✓	✓	✓	✓
Pricing Benefits					
Prime Exclusives Prime Day Deals	✓	✓	✓	✓	✓
Payment Benefits					
Extended Terms for Pay by Invoice		✓ Flat 45 Days	✓ Flat 45 Days	✓ Flat 60 Days	✓ Flat 60 Days
Procurement Benefits					
Spend Visibility powered by Amazon QuickSight		✓ 1 author 1 reader	✓ 1 author 3 reader	✓ 2 author 5 reader	✓ 2 author 5 reader
Guided Buying		✓	✓	✓	✓

Sign up for a free 30-day trial of Business Prime
www.amazon.com/businessprime

amazon business

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AMENDMENT No. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this "Amendment") to the Amazon Business Accounts Terms and Conditions, available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180> (as updated from time to time in accordance with its terms as amended hereby, the "Agreement"), between Amazon Services LLC ("Amazon", "we", "us", or "our") and the State of West Virginia, Department of Administration, Purchasing Division (the "State" or "you") is effective as of December 10, 2019 (the "Amendment Effective Date"). The current version of the Amazon Business Accounts Terms and Conditions as of the Amendment Effective Date is attached hereto as Exhibit A. This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **ELIGIBILITY; ACCOUNT SECURITY.** The Section in the Agreement entitled "**ELIGIBILITY; ACCOUNT SECURITY**" (Section 2) is amended by adding a second paragraph as follows:

"Amazon annually certifies its Payment Card Industry ("PCI") Data Security Standard ("DSS") compliance. Amazon is also a PCI DSS Validated Service Provider. Verification of validation can be found at Visa, as shown in <http://www.visa.com/splisting/searchGrsp.do>."

2. **INDEMNIFICATION.** The Section in the Agreement entitled "**INDEMNIFICATION**" (Section 5) is deleted.

3. **LIMITATIONS OF LIABILITY.** The Section in the Agreement entitled "**LIMITATIONS OF LIABILITY**" (Section 6) is deleted and replaced with the following:

"6. **LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW: (A) UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, THAT RESULT FROM THE AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S LIABILITY TO THE OTHER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE GREATER OF (i) THE TOTAL AMOUNT PAID TO AMAZON BY THE STATE PURSUANT TO THE AGREEMENT FOR THE 12 MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY, OR (ii) \$5 MILLION.**"

4. **CONFIDENTIALITY.** The Section in the Agreement entitled "**CONFIDENTIALITY**" (Section 7.3) is amended by adding a second paragraph as follows:

"Nothing contained herein will prohibit the State from disclosing Confidential Information if required to do so by applicable law, including the Freedom of Information Act or subpoena. Amazon acknowledges that the State is required by law to make this Agreement publicly available."

5. **GOVERNING LAW.** The Section in the Agreement entitled "**GOVERNING LAW**" (Section 8.1) is deleted and replaced with the following:

"8.1. Governing Law. The laws of the State of West Virginia, without regard to conflict of law rules, govern this Amendment, the Agreement, and any dispute that might arise between you and us that pertains to Amazon Business, this Amendment, or the Agreement. The West Virginia Claims Commission, West Virginia Circuit Court in Kanawha County, or the West Virginia Supreme Court shall be the venue for claims, disputes, or disagreements arising under this Amendment or the Agreement, or that pertain to Amazon Business according to the jurisdiction granted to each court by West Virginia law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement."

6. **DISPUTES.** The Section in the Agreement entitled "**DISPUTES**" (Section 8.2) is deleted.
7. **PUBLIC SECTOR ENTITIES.** The Section in the Agreement entitled "**PUBLIC SECTOR ENTITIES**" (Section 8.3) is deleted and replaced with the following:

"8.3. Public Sector Entities. If the laws of the State of West Virginia would result in provisions in the Agreement being deemed unlawful, void, or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from the Agreement. All other provisions in the Agreement remain in full force and effect."

8. **MODIFICATIONS.** The Section in the Agreement entitled "**MODIFICATIONS**" (Section 10) is amended by adding a second paragraph as follows:

"Notwithstanding this Section 10, Amazon may update the Agreement from time to time, provided that Amazon will notify you in writing (posting on the Amazon website does not suffice) of changes to the Agreement. Such changes will not take effect for Customer until 30 days after the State has received notice of such changes. During that 30 day period, the State, in its sole discretion, may review the changes and either: (1) have them approved by the Attorney General's Office and accept them; or (2) terminate this Agreement. The State's continued use of Amazon Business after this 30 day period constitutes acceptance of the changes. Notwithstanding the foregoing, no changes or updates to the Amazon Business Accounts Terms and Conditions or Policies change this Amendment without the parties' written agreement in a subsequent amendment."

9. **ENTIRE AGREEMENT.** Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.
10. **CONFLICTS.** In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.
11. **COUNTERPARTS AND 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 electronic means.

CC ABATC 00213690 2019 TR

IN WITNESS WHEREOF, you and Amazon have executed this Amendment as of the Amendment Effective Date.

AMAZON SERVICES LLC

By: Jennifer Maul
Name: Jennifer Maul
Title: Director, AB US Sales
Date: December 10, 2019

STATE OF WEST VIRGINIA,
DEPARTMENT OF ADMINISTRATION,
PURCHASING DIVISION

By: L. Michael Sheets
Name: L. Michael Sheets
Title: Director
Date: 12/09/19

**Exhibit A: Copy of Amazon Business Accounts Terms and Conditions in Effect on Amendment
Effective Date**

Amazon Business Accounts Terms and Conditions

These Amazon Business Accounts Terms & Conditions (the "Agreement") are between Amazon Services LLC ("Amazon," "we," "us," or "our") and the entity registering for a Business Account ("Customer", "you" or "your").

1. **PURPOSE OF AGREEMENT.** This Agreement governs your access to, use of, and transactions made through Amazon Business. "Amazon Business" enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the "Feature Terms") will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users' use of and access to Amazon Business. These "Policies" include the Amazon Business Acceptable Use Policy, the Amazon Business Pricing Policy, the Amazon Business Sanctions and Export Policy, the Amazon.com Privacy Notice, the Amazon Business Gift Card Policy, and the Healthcare Disclosure Policies. This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY.** By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. "Eligible Entities" include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a "Business Account" will be created for your organization. You may authorize others to create a "User Account" associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon's Shipping and Returns Policies. All purchases of physical items from Amazon

are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "Claim") to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.
6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED

BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.

7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the [Privacy Notice](#) to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("Confidential Information"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent

Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

- 9. THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.
- 10. MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.
- 11. ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.
- 12. TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify,

suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

- 13. COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the [Amazon Business Help Pages](#) for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

- 14. LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the "Amazon Software"). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.

14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your Message Center and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available here.

Last Updated: June 22, 2018