

HUB BY AMAZON PROGRAM AGREEMENT

This HUB BY AMAZON PROGRAM AGREEMENT (this "Agreement") is effective as of [____], 20[____] (the "Effective Date"), by and between [NAME OF COMPANY], a [JURISDICTION] [ENTITY TYPE] with a mailing address of [COMPANY NOTICE ADDRESS] ("Company"), and Amazon.com Services, Inc., a Delaware corporation with a mailing address of 410 Terry Avenue North, Seattle, WA, 98109-5210 ("Amazon").

1. The Program.

(a) Hub by Amazon ("Hub") is a storage unit for deliveries of packages, parcels, and other products authorized by Amazon, its Affiliates (as defined below), or other third-party shippers ("Third-Party Shippers") for delivery to residents of the Locations (as defined below). Amazon and Company desire to participate in the program described in this Agreement (the "Program") and place, or cause to be placed, one or more Hubs at certain apartment buildings, complexes, and/or other multi-family dwellings to be mutually agreed by the parties that are owned (in whole or in part), leased, or managed by Company or any of its Affiliates (each, a "Location" and collectively, the "Locations"). On or prior to the Effective Date, Amazon has provided to Company a copy of a Program guide (as may be updated from time to time by Amazon in accordance with this Section 1(a), the "Program Guide") which sets forth: (i) a summary of the basic functionality of the Hub; (ii) requirements for installation of the Hub at the proposed Location(s); (iii) the standard fees payable to Amazon in consideration of its operation of the Program at each Location ("Standard Program Fees"); and (iv) other information about the Program. The Program Guide is incorporated in this Agreement by this reference and forms a part of this Agreement as if set forth in its entirety in this Agreement. Any updates or amendments to the Program Guide will be effective upon Amazon furnishing an updated copy of the Program Guide to Company. In the event of any conflict or ambiguity between the terms of the Program Guide and the body of this Agreement, the body of this Agreement shall prevail. As used in this Agreement, "Affiliate" means, with respect to either party, any other legal entity that controls, is controlled by, or is under common control with such party. Each Hub, including any alterations, additions, replacement parts, and attachments, is collectively referred to as the "Equipment."

(b) The Standard Program Fees are set forth in the Program Guide, and Exhibit A attached to this Agreement sets forth any applicable price incentives that have been mutually agreed between the parties with respect to the Program that may, under certain circumstances as specified in Exhibit A, result in discounts to the Standard Program Fees for specific Locations (the actual fees payable to Amazon in consideration of its operation of the Program at each Location after application of any applicable price incentives, the "Program Fees"). Payment and other terms applicable to the Program Fees will be memorialized in each Location Agreement (as defined below) that is executed and delivered by Amazon and the applicable Owner (as defined below).

(c) With respect to each property that is owned (in whole or in part), leased, or managed by Company or any of its Affiliates (each, a "Property"), Company will inform the owner or lessee of the Property (each, an "Owner") that Amazon is the preferred package management solution provider for Company and its Affiliates and that Company recommends adopting the Program at the Property. Amazon authorizes Company to introduce the Program to Owners, and Company will inform Amazon of any Property at which the applicable Owner would like to implement the Program. If Amazon agrees to implement the Program at that Property, Company or Amazon will present the applicable Owner with the Hub by Amazon Location Agreement in substantially the form attached to this Agreement as Exhibit B (a "Location Agreement") for signature, and Company will inform the Owner that the form of Location Agreement is non-negotiable.

2. Technology License. If Amazon provides Company with access to any software (including any mobile application), website, online portal, technology, content, or other information in connection with the Program (together with any related manuals and other documentation, collectively, "Licensed Materials"), Amazon grants to Company, during the Term (as defined below), a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Licensed Materials in the United States solely in connection with managing the Program at the Locations. Company will not, in whole or in part: (a) copy the Licensed Materials; (b) distribute copies of the Licensed Materials or any part of the Licensed Materials to any third party; (c) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble, or make derivative works based on the Licensed Materials or any part of the Licensed Materials; (d) rent, loan, sublicense, lease, distribute, or attempt to grant other rights to the Licensed

Materials or any part of the Licensed Materials to third parties; or (e) use the Licensed Materials other than as contemplated by this Agreement.

3. **Disclaimer of Warranties.** AMAZON PROVIDES THE EQUIPMENT AND LICENSES THE LICENSED MATERIALS TO COMPANY "AS IS" AND MAKES NO WARRANTIES OF ANY KIND REGARDING THE EQUIPMENT OR LICENSED MATERIALS, INCLUDING THE DESIGN, OPERATION, OR CONDITION OF THE EQUIPMENT AND LICENSED MATERIALS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. AMAZON DOES NOT WARRANT THAT EQUIPMENT OR THE LICENSED MATERIALS WILL MEET COMPANY'S REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, ERROR FREE, OR PROVIDE ACCURATE, COMPLETE, OR UP-TO-DATE INFORMATION. AMAZON WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR CLAIM CAUSED BY OR ATTRIBUTABLE TO ANY DEFECT OR DEFICIENCY IN THE EQUIPMENT OR LICENSED MATERIALS.

4. **Term and Termination.**

(a) The term of this Agreement will begin on the Effective Date and will continue through the date immediately preceding the fifth anniversary of the Effective Date (such period, the "Initial Term"), at which time this Agreement will initiate automatic annual renewals (the Initial Term, together with any renewals, the "Term"), subject to the termination rights set forth in this Section 4.

(b) This Agreement may be terminated as follows: (i) by Amazon, with or without cause, at any time by giving Company 90 days' prior written notice of termination; or (ii) by Company, with or without cause, at any time after the expiration of the Initial Term by giving Amazon 90 days' prior written notice of termination; provided, however, that, notwithstanding the termination of this Agreement, the term of any Location Agreement will continue in effect until terminated in accordance with its respective terms.

(c) Except as expressly provided in this Agreement, neither party will have any liability to the other (including for any fee or other compensation, for any damages, any loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments) in connection with or as a result of any termination of this Agreement. Sections 3, 4, 5, 6, 7, 8, and 9 will survive any termination of this Agreement.

5. **No Expectation.** Each party acknowledges that: (a) neither party has any expectation of, and neither party has received assurances for, future business or that any investment by a party will be recovered or recouped or that such party will obtain any anticipated amount of profits by virtue of this Agreement; (b) neither party will have, or acquire by virtue of this Agreement or otherwise, any vested, proprietary or other right in the other party's trademarks or in "goodwill" created by the other party's efforts; and (c) neither party is liable for, and each party releases the other party from and against, any damages (including consequential, special, punitive, or exemplary) for any claims asserting that the other party has any obligation or commitment to extend, continue, renew, or negotiate any relationship between the parties related to the Program beyond the Term.

6. **Confidential Information; Restricted Publicity.** Both Amazon and Company will protect and keep confidential the terms and conditions of this Agreement and any information obtained from the other party in connection with this Agreement or related to the Program that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Amazon's technology, customers, business plans, marketing activities, and finances). Confidential information shall not include (i) any information that is or becomes publicly available without breach of this Agreement; (ii) any information the disclosing party authorizes, in writing, the receiving party to disclose without restriction; (iii) any information the receiving party already lawfully knows, without an obligation to keep it confidential, at the time it is disclosed by the disclosing party; (iv) any information the receiving party lawfully obtains from any source other than the disclosing party, except where the receiving party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act; or (v) any information independently developed by the receiving party without reference to confidential information. For the avoidance of doubt, Resident Data is Company's confidential information and may not be used by Amazon to market, promote, or sell any products or services other than the Program, but any information collected independently by Amazon and not

provided directly by Company in relation to the Program, including resident information or package delivery information, is not Company confidential information. Each party will use confidential information of the other party only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement. Neither party will do anything that suggests or implies that the Program is a co-branded or co-sponsored initiative between Amazon and Company. Neither party will use any trade name, trademark, service mark, logo, or commercial symbol, or any other proprietary rights of the other party or any of its Affiliates in any manner without prior written authorization of such use by the other party. Neither party will issue press releases or publicity relating to the other party, Company's participation in the Program, or this Agreement, or reference the other party or its Affiliates in any brochures, advertisements, client lists, or other promotional materials, in each case without prior written authorization by the other party.

7. **Representations and Warranties.** Each party represents and warrants to the other that (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, (b) by engaging in the Program, it is not in breach of any obligation to any third party, and (c) to the extent that such party provides the other party with any information related to the Program (including any personally identifiable information regarding residents of the Locations that is provided to Amazon by Company), it has all necessary rights and permissions to provide such information.

8. **Limitation of Liability.** EXCEPT IN CONNECTION WITH ANY BREACH OF SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER BASIS.

9. **General Provisions.**

(a) **Assignment.** Neither party will assign any of its rights or obligations under this Agreement without the other party's prior written consent; provided, however, that without the consent of the other party, either party may assign any of its rights or obligations under this Agreement to any of its Affiliates or in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction. Any attempt to assign any rights or obligations under this Agreement in violation of this Section 9(a) is void in each instance. Subject to the foregoing in this Section 9(a), this Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

(b) **Governing Law; Jurisdiction and Venue.** The internal laws of the State of Washington, excluding its conflicts of law rules, govern this Agreement. The parties irrevocably submit to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington, for any dispute arising out of this Agreement or the Program.

(c) **Notices.** All notices, requests, consents, and other communications which are required or permitted under this Agreement must be delivered by electronic mail to an authorized representative of the other party, with a confirmation copy simultaneously sent by U.S. mail, postage prepaid, to the respective party addresses set forth on the first page of this Agreement. Notices will be deemed effective and received three business days after such confirmation copy is tendered to the U.S. Postal Service. Email notices to Amazon must be sent with a copy to contracts-legal@amazon.com, and confirmation copies must be sent to the attention of the General Counsel. Notice of change of address must be given in the same manner as other communications.

(d) **Amendment and Waiver.** This Agreement may not be amended, suspended, superseded, or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by an authorized representative of each of the parties. No waiver will be effective under this Agreement except by a written instrument, expressly identifying the rights waived and signed by an authorized representative of the party to be bound by the waiver. A party will not be deemed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right under this Agreement.

(e) **Remedies.** The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

(f) Construction. If any provision of this Agreement is determined to be unenforceable in any jurisdiction, the parties intend that this Agreement be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable. The section headings of this Agreement are for convenience only and have no interpretive value. References to currency or "\$" in this Agreement refer to the United States of America dollar. The use of the word "including" and similar terms in this Agreement will be construed without limitation. References in this Agreement to "business days" will refer to each day other than a Saturday or Sunday or a day that commercial banking institutions in Seattle, Washington, are authorized or required by law to remain closed. Each party and its counsel has reviewed and jointly participated in the establishment of this Agreement. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply. The terms and conditions of this Agreement will apply solely for the benefit of Amazon and Company (including each party's permitted successors and assigns), and nothing under this Agreement will give any third party any benefit, right, or remedy.

(g) Relationship of the Parties. Amazon and Company are independent contractors. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties, and neither party will be entitled to act on behalf of or bind the other in any manner.

(h) Entire Agreement. This Agreement (together with the Program Guide) constitutes the complete and final agreement of the parties pertaining to the subject matter of this Agreement and supersedes the parties' prior agreements, understandings, communications, and discussions, oral or written, relating to that subject matter.

[Signature Page Follows]

Exhibit A

Incentives

1. Subject to the satisfaction of the conditions set forth below, the following incentives will apply:
 - a. If: (i) within 60 days of the Effective Date, Company has committed to install Hubs at between 5 and 20 (inclusive) Properties (which commitment must be documented as described below in paragraph 2); and (ii) within 12 months of the Effective Date, the Hubs are installed at each of those committed Properties, then the Program Fees will be discounted by 10% from the Standard Program Fees set forth in the Program Guide.
 - b. If: (i) within 60 days of the Effective Date, Company has committed to install Hubs at between 21 and 30 (inclusive) Properties (which commitment must be documented as described below in paragraph 2); and (ii) within 12 months of the Effective Date, the Hubs are installed at each of those committed Properties, then the Program Fees will be discounted by 20% from the Standard Program Fees set forth in the Program Guide.
 - c. If: (i) within 60 days of the Effective Date, Company has committed to install Hubs at between 31 and 60 (inclusive) Properties (which commitment must be documented as described below in paragraph 2); and (ii) within 12 months of the Effective Date, the Hubs are installed at each of those committed Properties, then the Program Fees will be discounted by 25% from the Standard Program Fees set forth in the Program Guide.
 - d. If: (i) within 60 days of the Effective Date, Company has committed to install Hubs at 61 or more Properties (which commitment must be documented as described below in paragraph 2); and (ii) within 12 months of the Effective Date, the Hubs are installed at each of those committed Properties, then the Program Fees will be discounted by 30% from the Standard Program Fees set forth in the Program Guide.
2. A commitment to install Hubs at Properties for purposes of the incentives set forth above in paragraph 1 must be documented as follows: (a) Company must deliver to Amazon a completed "Customer_name_Hub_Committed_Properties_(Exhibit B).xlsx" (as provided by Amazon) containing true and complete information regarding each Property at which Company wishes to install Hubs, and (b) Amazon and the Owner of each such Property must execute and deliver a Location Agreement covering such Property.
3. Promotion. In addition to the incentives outlined in paragraph 1, for all Hubs that: (i) Company has committed to install by 7/26/2018 which commitment must be documented as described above in paragraph 2); and (ii) are installed at each of those committed Properties by 10/26/2018, the Program Fees will be discounted by up to an additional 10% from the corresponding discount to the Standard Program Fees associated with the number of Properties committed by Company as outlined in paragraph 1 (for a maximum discount of up to 30%).

Table 1: Promotion and Incentive Structure

Volume Tiers			One-Time Promotional Incentives:					Ongoing Discount "Unlocked":					
Exhibit A Reference:	Tier	Order Quantity	Submitted For Evaluation By:	Installed Before:	Base Discount:	Bonus 1-time Discount:	Total Discount	Submitted For Evaluation By:	Installed After	But Before:	Base Discount:	Bonus Discount:	Total Discount
	0	1	7/26/2018	10/26/2018	-	-	-	9/24/2018	10/27/2018	7/26/2019	-	-	-
1.a	1	5	7/26/2018	10/26/2018	10%	10%	20%	9/24/2018	10/27/2018	7/26/2019	10%	-	10%
1.b	2	21	7/26/2018	10/26/2018	20%	10%	30%	9/24/2018	10/27/2018	7/26/2019	20%	-	20%
1.c	3	31	7/26/2018	10/26/2018	25%	5%	30%	9/24/2018	10/27/2018	7/26/2019	25%	-	25%
1.d	4	61	7/26/2018	10/26/2018	30%	0%	30%	9/24/2018	10/27/2018	7/26/2019	30%	-	30%

Exhibit B

By signature below, the duly authorized representatives of the parties agree to the terms and conditions of this Agreement as of the Effective Date.

[COMPANY]

AMAZON.COM SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[FORM OF] HUB BY AMAZON LOCATION AGREEMENT

This HUB BY AMAZON LOCATION AGREEMENT (this "Agreement") is effective as of [____], 20[] (the "Effective Date"), by and between [NAME OF COMPANY], a [JURISDICTION] [ENTITY TYPE] with a mailing address of [COMPANY NOTICE ADDRESS] ("Company"), and Amazon.com Services, Inc., a Delaware corporation with a mailing address of 410 Terry Avenue North, Seattle, WA, 98109-5210 ("Amazon").

1. The Program.

(a) Hub by Amazon (the "Hub") is a storage unit for deliveries of packages, parcels, and other products authorized by Amazon, its Affiliates (as defined below), or other third-party shippers ("Third-Party Shippers") for delivery to residents of the Location (as defined below) (the Hub program described in this Agreement is referred to as the "Program"). Amazon and Company desire to place one or more Hubs at the apartment building, complex, or other multi-family dwelling located at [INSERT ADDRESS] that is owned or leased by Company or any of its Affiliates (the "Location"). On or prior to the Effective Date, Amazon has provided to Company a copy of a Program guide (as may be updated from time to time by Amazon in accordance with this Section 1(a), the "Program Guide") which sets forth: (i) a summary of the basic functionality of the Hub; (ii) requirements for installation of the Hub at the Location; (iii) the standard fees payable to Amazon in consideration of its operation of the Program at the Location ("Standard Program Fees"); and (iv) other information about the Program. The Program Guide is incorporated in this Agreement by this reference and forms a part of this Agreement as if set forth in its entirety in this Agreement. Any updates or amendments to the Program Guide will be effective upon Amazon furnishing an updated copy of the Program Guide to Company, except that Amazon will not add a new category of Program Fees (as defined in Section 6) during the Initial Term (as defined in Section 7). In the event of any conflict or ambiguity between the terms of the Program Guide and the body of this Agreement, the body of this Agreement shall prevail. As used in this Agreement, "Affiliate" means, with respect to either party, any other legal entity that controls, is controlled by, or is under common control with such party. The Hub, including any alterations, additions, replacement parts, and attachments, is collectively referred to as the "Equipment."

(b) Amazon owns the Equipment, and Amazon shall be responsible for all costs associated with the maintenance, repair, and/or replacement of any Equipment, except for any such costs resulting from the negligence, recklessness, or willful misconduct of Company, its Affiliates, or its or their respective employees or agents or residents of or visitors to the Location (in which case, Company will be responsible for such costs). As between Amazon and Company, Amazon will not have any liability to Company for any loss, damage, or theft of or to any packages delivered to, or intended to be delivered to, the Hub.

(c) Prior to installation of any Equipment at the Location, Amazon may conduct an evaluation of the Location to determine its suitability for participation in the Program and for installation of the Equipment, taking into account the space requirements described in the Program Guide. After such evaluation, Amazon, in its sole discretion, may determine that the Location is not suitable for participation in the Program or installation of the Equipment.

2. Company Requirements.

(a) Company will ensure that the Location is ready for installation of the Equipment as promptly as practicable after the Effective Date and in no event later than 12 months after the Effective Date.

(b) Company will allow designees of Amazon, including Amazon's and its Affiliates' carriers, employees, contractors, subcontractors, representatives, and agents (collectively, "Amazon Designees"), as well as carriers of Third-Party Shippers, to access the Location and the Hub to deliver and retrieve packages and, in the case of certain Amazon Designees, to install, maintain, inspect, repair, and remove the Equipment. Company will provide Amazon with building access codes or other automated means of access that will enable Amazon Designees to access the Hub at all reasonable times during which deliveries may be made, it being understood that Amazon will use commercially reasonable efforts to (i) provide Company with reasonable advance notice (which may be given via email or telephone) of an Amazon Designee's visit to the Location to install, maintain, repair, or remove the Equipment, and (ii) ensure that the applicable Amazon Designee performs the types of work contemplated by clause (i) during Company's normal business hours.

Form of Location Agreement

See attached.

(c) Company will not wrap or otherwise modify, move, relocate, unplug, disassemble, or tamper with the Equipment in any way without Amazon's prior written consent.

(d) For the avoidance of doubt, Company is free to set rental rates, amenity fees, and similar charges applicable to residents of the Location in its sole discretion. Notwithstanding the immediately preceding sentence, Company will not charge any resident of the Location any fee to use or to access the Hub, other than any fee that Company charges to all residents of the Location irrespective of whether they are Hub users.

3. **License to the Location.** Company, as licensor, grants to Amazon, Amazon Designees, and carriers of Third-Party Shippers, as licensee, a license to the Location (including ingress to and egress from the Location) to, as applicable, (a) evaluate the Location to determine its suitability for participation in the Program and for installation of the Equipment, (b) install, maintain, inspect, repair, deliver packages to, and retrieve packages from the Hub; (c) occupy and use the designated space for the Program, including any necessary utility connections for the Hub; and (d) in connection with termination of this Agreement, remove the Equipment located at the Location.

4. **Technology License.** If Amazon provides Company with access to any software (including any mobile application), website, online portal, technology, content, or other information in connection with the Program (together with any related manuals and other documentation, collectively, "Licensed Materials"), Amazon grants to Company, during the Term (as defined below), a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Licensed Materials in the United States solely in connection with managing the Program at the Location. Company will not, in whole or in part: (a) copy the Licensed Materials; (b) distribute copies of the Licensed Materials or any part of the Licensed Materials to any third party; (c) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble, or make derivative works based on the Licensed Materials or any part of the Licensed Materials; (d) rent, loan, sublicense, lease, distribute, or attempt to grant other rights to the Licensed Materials or any part of the Licensed Materials to third parties; or (e) use the Licensed Materials other than as contemplated by this Agreement.

5. **Disclaimer of Warranties.** AMAZON PROVIDES THE EQUIPMENT AND LICENSES THE LICENSED MATERIALS TO COMPANY "AS IS" AND MAKES NO WARRANTIES OF ANY KIND REGARDING THE EQUIPMENT OR LICENSED MATERIALS, INCLUDING THE DESIGN, OPERATION, OR CONDITION OF THE EQUIPMENT AND LICENSED MATERIALS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. AMAZON DOES NOT WARRANT THAT EQUIPMENT OR THE LICENSED MATERIALS WILL MEET COMPANY'S REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, ERROR FREE, OR PROVIDE ACCURATE, COMPLETE, OR UP-TO-DATE INFORMATION. AMAZON WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR CLAIM CAUSED BY OR ATTRIBUTABLE TO ANY DEFECT OR DEFICIENCY IN THE EQUIPMENT OR LICENSED MATERIALS.

6. **Program Fees.**

(a) In consideration of Amazon's operation of the Program at the Location, Company will pay Amazon the applicable Standard Program Fees set forth in the Program Guide, provided, that the Standard Program Fees may be reduced based on price incentives negotiated and memorialized in an agreement between Amazon and [COMPANY ENTITY NAME FROM PROGRAM AGREEMENT] (the actual fees payable to Amazon in consideration of its operation of the Program at the Location, the "Program Fees"). Unless this Agreement is otherwise terminated by Company in accordance with Section 7(a)(ii), Amazon will submit an invoice for the Program Fees to Company no earlier than January 31, 2019 and upon receipt Company will pay Amazon the Program Fees no later than the applicable date specified in the Program Guide, by electronic funds transfer as directed by Amazon. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Notwithstanding any termination of this Agreement (except for termination of this Agreement in accordance with Section 7(a)(ii)), Company remains responsible for all Program Fees incurred through the date of termination of this Agreement. Amazon is not required to pay Company any fee, or reimburse Company for any costs or expenses, in connection with the Program.

(b) Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (including 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. All fees payable by Company are exclusive of applicable taxes and duties, including VAT, excise taxes, sales and transaction taxes, and gross receipts taxes (“Indirect Taxes”). Company will provide such information to Amazon as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from Company. Amazon will not collect, and Company will not pay, any such Indirect Tax for which Company furnishes to Amazon a properly completed exemption certificate or a direct payment permit certificate or for which Amazon may claim an available exemption from Indirect Tax. All payments made by Company to Amazon under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (e.g., international withholding taxes) are required to be withheld on any payment, Company will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Agreement. Amazon will provide Company with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

7. Term and Termination.

(a) The term of this Agreement will begin on the Effective Date and will continue through the date immediately preceding the fifth anniversary of the date on which the Hub is first installed and activated at the Location such that it is able to accept deliveries (such period, the “Initial Term”), at which time this Agreement will initiate automatic annual renewals (the Initial Term, together with any renewals, the “Term”), subject to the termination rights set forth in this Section 7. This Agreement may be terminated as follows:

- i) by Amazon, with or without cause, at any time by giving Company 90 days’ prior written notice of the effective date of termination; provided, however, that if Amazon terminates this Agreement (other than for a breach of this Agreement by Company) and the termination would become effective prior to the expiration of the Initial Term, Amazon will refund to Company a pro rata portion (calculated on the basis of the number of months remaining in the Initial Term as of the effective date of termination) of the Program Fees actually paid by Company in respect of the Location through the effective date of termination, less the portion of those Program Fees relating to shipping and installation as determined by Amazon;
- ii) by Company, with or without cause, by providing written notice to Amazon by no later than January 31, 2019, in which case Company will not be required to pay any Program Fees. For the avoidance of doubt, after January 31, 2019 Company may not terminate this Agreement in accordance with this Section 7(a)(ii);
- iii) by Company, with or without cause, at any time after the expiration of the Initial Term by giving Amazon 90 days’ prior written notice of the effective date of termination;
- iv) by Company, in accordance with Section 7(d); or
- v) by Company, at any time prior to the expiration of the Initial Term upon 90 days’ prior written notice to Amazon of Amazon’s material breach of this Agreement, provided that Amazon is unable to cure that breach within that 90 day period.

(b) Notwithstanding anything to the contrary in this Agreement (including anything in Section 7(a)), Company may not terminate this Agreement, except in accordance with Section 7(d), if the effective date of termination would fall between any October 1 through January 15 (inclusive) period.

(c) Amazon will remove the Equipment from the Location within 60 days after the effective date of the termination of this Agreement at Amazon’s cost (unless this Agreement is terminated by Amazon for cause or by Company other than pursuant to Section 7(a)(v), in which case removal of the Equipment will be at Company’s cost).

(d) Company may terminate this Agreement pursuant to the provisions of this Section 7(d). If the Location is put under contract for sale (“**Ownership Transfer**”) to a new third-party owner (“**Subsequent Owner**”), Company will provide Amazon 30 days’ prior written notice of the anticipated closing date of the Ownership Transfer. In the event of an Ownership Transfer, Company will use commercially reasonable efforts to assign this Agreement to the Subsequent Owner. If the Subsequent Owner does not accept assignment of this Agreement, Company will provide Amazon prompt written notice of its intent to terminate this Agreement pursuant to this Section 7(d), after which (i) Amazon will have 60 days from the date of receiving notice of termination to remove all Equipment located at the Location (the “**Removal Period**”), and (ii) this Agreement will terminate immediately upon the earlier of (x) Amazon’s removal of the Equipment, or (y) the closing of the Ownership Transfer (evidenced by the recording of a deed transferring title to the Location). Company will take all steps necessary to properly disclose and protect Amazon’s ownership interest in the Equipment and secure from the Subsequent Owner any rights and licenses necessary for Amazon to remove the Equipment from the Location in the event the Ownership Transfer occurs or will occur prior to the expiration of the Removal Period. Company hereby agrees to indemnify and hold harmless Amazon from any loss or damage to the Equipment arising out of or in connection with the negligence, recklessness, or willful misconduct of the Subsequent Owner during the Removal Period.

(e) Except as expressly provided in this Agreement, neither party will have any liability to the other (including for any fee or other compensation, for any damages, any loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments) in connection with or as a result of any termination of this Agreement. Sections 5, 6, 7, 8, 9, 10, 11, 12, and 14 will survive any termination of this Agreement.

8. **No Expectation.** Each party acknowledges that: (a) neither party has any expectation of, and neither party has received assurances for, future business or that any investment by a party will be recovered or recouped or that such party will obtain any anticipated amount of profits by virtue of this Agreement; (b) neither party will have, or acquire by virtue of this Agreement or otherwise, any vested, proprietary or other right in the other party’s trademarks or in “goodwill” created by the other party’s efforts; and (c) neither party is liable for, and each party releases the other party from and against, any damages (including consequential, special, punitive, or exemplary) for any claims asserting that the other party has any obligation or commitment to extend, continue, renew, or negotiate any relationship between the parties related to the Program beyond the Term.

9. **Confidential Information; Restricted Publicity.** Both Amazon and Company will protect and keep confidential the terms and conditions of this Agreement and any information obtained from the other party in connection with this Agreement or related to the Program that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Amazon’s technology, customers, Amazon Designees, business plans, marketing activities, and finances). Confidential information shall not include (i) any information that is or becomes publicly available without breach of this Agreement; (ii) any information the disclosing party authorizes, in writing, the receiving party to disclose without restriction; (iii) any information the receiving party already lawfully knows, without an obligation to keep it confidential, at the time it is disclosed by the disclosing party; (iv) any information the receiving party lawfully obtains from any source other than the disclosing party, except where the receiving party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act; or (v) any information independently developed by the receiving party without reference to confidential information. For the avoidance of doubt, any information collected by Amazon in relation to the Program (including information from or regarding residents of the Locations or package delivery information) is not Company confidential information. Each party will use confidential information of the other party only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement. Neither party will do anything that suggests or implies that the Program is a co-branded or co-sponsored initiative between Amazon and Company. Neither party will use any trade name, trademark, service mark, logo, or commercial symbol, or any other proprietary rights of the other party or any of its Affiliates in any manner without prior written authorization of such use by the other party. Neither party will issue press releases or publicity relating to the other party, Company’s participation in the Program, or this Agreement, or reference the other party or its Affiliates in any brochures, advertisements, client lists, or other promotional materials, in each case without prior written authorization by the other party.

10. **Representations and Warranties.** Each party represents and warrants to the other party that (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement (including the right,

power, and authority to grant the licenses under Section 3 and Section 4, respectively), (b) by engaging in the Program, it is not in breach of any obligation to any third party, and (c) to the extent that such party provides the other party with any information (including personally identifiable information regarding residents of the Location that is provided to Amazon by Company) it has all necessary rights and permissions to provide such information to the other party.

11. **Indemnification.**

(a) Company will defend, indemnify, and hold harmless Amazon, its Affiliates, and its and their respective officers, directors, and Amazon Designees (collectively, the “Amazon Indemnified Parties”) from and against any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) arising out of or resulting from any third party allegation or claim based on or relating to (i) any bodily injury or damage to tangible property at or about the Location to the extent caused by the negligence, recklessness, or willful misconduct of Company or Company’s employees or agents; (ii) Company’s failure to comply with any applicable law, rule, or regulation; or (iii) Company’s breach of any representation, warranty, covenant, or obligation in this Agreement (clauses (i) through (iii), collectively, “Amazon Claims”). Amazon will defend, indemnify, and hold harmless Company, its Affiliates, and its and their respective officers and directors (collectively, the “Company Indemnified Parties” and together with the Amazon Indemnified Parties, as applicable, the “Indemnified Parties”) from and against any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) arising out of or resulting from any third party allegation or claim based on or relating to (i) any bodily injury or damage to tangible property at or about the Location to the extent caused by the negligence, recklessness, or willful misconduct of Amazon or Amazon’s employees or agents; (ii) Amazon’s failure to comply with any applicable law, rule, or regulation; (iii) Amazon’s breach of any representation, warranty, covenant, or obligation in this Agreement; or (iv) the infringement or misappropriation of a third party’s United States copyright or trademark by the Equipment or Licensed Materials (clauses (i) through (iv), collectively, “Company Claims”). (The Amazon Claims and Company Claims shall each be generally referred to as a “Claim”).

(b) The Indemnified Party will: (i) promptly notify the other party (the “Indemnifying Party”) of any Claim, provided that any delay in notification by the Indemnified Party will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent that the delay prejudices the Indemnifying Party’s ability to defend; (ii) permit the Indemnifying Party to control the defense and settlement (subject to the last sentence of this Section 11(b)) of the Claim; and (iii) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in the defense and settlement of the Claim. The Indemnified Party will have the right, at its own expense, to participate in the defense and settlement of a Claim represented by counsel that the Indemnified Party has selected. The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed).

12. **Limitation of Liability.** EXCEPT IN CONNECTION WITH ANY BREACH OF SECTION 9, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER BASIS. EXCEPT WITH RESPECT TO COMPANY’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL ANY PARTY’S LIABILITY TO THE OTHER FOR ALL CLAIMS, WHETHER ARISING UNDER CONTRACT (INCLUDING LIABILITY RELATED TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 11), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER BASIS, EXCEED TWO MILLION DOLLARS.

13. **Insurance.** During the Term, Amazon will carry “Commercial General Liability” insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. Amazon’s “Commercial General Liability” policy will: (a) be issued by companies with a rating of A- or better in the current Best’s Insurance Reports published by A.M. Best Company, Inc.; (b) name Company as an additional insured with the standard separation of insureds provision or an endorsement for cross-liability coverage; (c) provide coverage on an occurrence basis; and (d) provide primary coverage, without any right of contribution from any other insurance that Company may have. Company can view Amazon’s memorandum of insurance at www.amazon.com/moi, which provides online

information about Amazon's insurance programs, including coverages maintained, insurer identification, and any applicable clauses regarding additional insureds, waiver of subrogation, and primary and non-contributory.

14. General Provisions.

(a) Assignment. Neither party will assign any of its rights or obligations under this Agreement without the other party's prior written consent; provided, however, that without the consent of the other party, (i) either party may assign any of its rights or obligations under this Agreement to any of its Affiliates or in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction, and (ii) Company may assign any of its rights or obligations under this Agreement in connection with a sale of the Location to a third party. Any attempt to assign any rights or obligations under this Agreement in violation of this Section 9(a)+4(a) is void in each instance. Subject to the foregoing in this Section 9(a)+4(a), this Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

(b) Governing Law; Jurisdiction and Venue. The internal laws of the State of Washington, excluding its conflicts of law rules, govern this Agreement. The parties irrevocably submit to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington, for any dispute arising out of this Agreement or the Program.

(c) Notices. All notices, requests, consents, and other communications which are required or permitted under this Agreement must be delivered by electronic mail to an authorized representative of the other party, with a confirmation copy simultaneously sent by U.S. mail, postage prepaid, to the respective party addresses set forth on the first page of this Agreement. Notices will be deemed effective and received three business days after such confirmation copy is tendered to the U.S. Postal Service. Email notices to Amazon must be sent with a copy to contracts-legal@amazon.com, and confirmation copies must be sent to the attention of the General Counsel. Notice of change of address must be given in the same manner as other communications.

(d) Amendment and Waiver. This Agreement may not be amended, suspended, superseded, or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by an authorized representative of each of the parties. No waiver will be effective under this Agreement except by a written instrument, expressly identifying the rights waived and signed by an authorized representative of the party to be bound by the waiver. A party will not be deemed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right under this Agreement.

(e) Remedies. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

(f) Construction. If any provision of this Agreement is determined to be unenforceable in any jurisdiction, the parties intend that this Agreement be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable. The section headings of this Agreement are for convenience only and have no interpretive value. References to currency or "\$" in this Agreement refer to the United States of America dollar. The use of the word "including" and similar terms in this Agreement will be construed without limitation. References in this Agreement to "business days" will refer to each day other than a Saturday or Sunday or a day that commercial banking institutions in Seattle, Washington, are authorized or required by law to remain closed. Each party and its counsel has reviewed and jointly participated in the establishment of this Agreement. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply. Except as expressly set forth in this Agreement with respect to Indemnified Parties, who are intended third party beneficiaries of this Agreement, the terms and conditions of this Agreement will apply solely for the benefit of Amazon and Company (including each party's permitted successors and assigns), and nothing under this Agreement will give any third party any benefit, right, or remedy.

(g) Relationship of the Parties. Amazon and Company are independent contractors. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties, and neither party will be entitled to act on behalf of or bind the other in any manner.

(h) Entire Agreement. This Agreement (together with the Program Guide) constitutes the complete and final agreement of the parties pertaining to the subject matter of this Agreement and supersedes the parties' prior agreements, understandings, communications, and discussions, oral or written, relating to that subject matter.

[Signature Page Follows]

By signature below, the duly authorized representatives of the parties agree to the terms and conditions of this Agreement as of the Effective Date.

[COMPANY]

AMAZON.COM SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

