

Supplier Connect Agreement General Terms

Welcome to Supplier Connect, a central information hub and electronic data interchange solution for Amazon suppliers.

THIS SUPPLIER CONNECT AGREEMENT (THE "AGREEMENT") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF SUPPLIER CONNECT AND RELATED SERVICES (THE "SOLUTION") AND IS AN AGREEMENT BETWEEN THE BUSINESS YOU REPRESENT AND AMAZON. BY REGISTERING FOR OR USING THE SOLUTION, YOU (ON BEHALF OF THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. As used in this Agreement, "we," "us," and "Amazon" means Amazon.com Services LLC and any of its applicable Affiliates, and "you" means the business employing the applicant, and any of the business's Affiliates. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

- 1. Registration.** To access the Solution, you must complete the registration process. Use of the Solution is limited to parties that can lawfully enter into and form contracts under applicable law. As part of the application, you must provide us with your business's legal name, address, phone number and e-mail address. Before you will be permitted to complete the registration process, you must have entered into the following written agreement with Amazon or an Amazon Affiliate: nondisclosure agreement (the "NDA"). If you are missing such agreement, please contact your Amazon commodity manager before continuing with registration. Capitalized terms used in this Agreement that are not otherwise defined have the meanings given them in the NDA, as applicable. We may at any time cease providing access to any part or all of the Solution at our sole discretion and without notice.
- 2. Term and Termination.** The term of this Agreement will start on the date of your completed registration for the Solution, and continue until terminated by us or you as provided in this Agreement (the "Term"). We may terminate or suspend this Agreement or access to the Solution for any reason at any time by notice to you. You may terminate this Agreement or your access to the Solution for any reason at any time by the means then specified by Amazon. This Agreement will automatically terminate upon termination or expiration of the applicable purchasing agreement. Upon termination or expiration, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2-11, 15, and 16 will survive termination.
- 3. Your Materials.** Without limiting any terms or conditions of this Agreement or the NDA, you hereby acknowledge and agree that any information, documentation or other materials provided by you through the Solution or otherwise made available by you ("**Your Materials**") are provided to Amazon solely for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling both parties' obligations under any agreement(s) executed by both parties. For the avoidance of doubt, nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable under the NDA or without a license under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party). Notwithstanding the foregoing, tax information provided in Supplier Connect (the "Site") is used solely for user identification and will not be used for any tax purposes.
- 4. Restrictions.** You will not and will not assist, encourage or enable others to: a. use the Solution or Your Materials to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature; b. use any device, software or routine that interferes with the proper working of the Solution or otherwise attempt to interfere with the proper working of the Solution; c. use the Solution to violate the security of any computer network, crack passwords or security encryption codes, disrupt or interfere with the security of, or otherwise cause harm to, the Solution or any of its other users; or d. use the Solution to violate any applicable law.
- 5. Representations.** You represent and warrant to us that: (a) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Solution within such country; (b) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to Amazon or its Affiliates is accurate and complete at the time provided; and (d) you and all of your subcontractors,

agents, and suppliers will comply with all applicable laws in your performance of your obligations and exercise of your rights under this Agreement.

6. **Indemnification.** You release us and agree to indemnify, defend, and hold harmless us and our respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your breach of your obligations under Sections 4 (Restrictions) and 5 (Representations) of this Agreement; and (b) any infringement of intellectual property rights by Your Materials. 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.
7. **Disclaimer; General Release; Limitation of Liability.** THE SOLUTION, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SOLUTION, ARE PROVIDED "AS-IS." YOU USE THE SOLUTION AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SOLUTION OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOLUTION WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS. WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. THESE LIMITATIONS AND DISCLAIMERS APPLY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
8. **Tax Matters.** You are responsible for paying all taxes and other amounts imposed by any governmental agency arising from exercise of your rights or performance of your obligations under this Agreement.
9. **Confidentiality.** The parties' disclosures and activities in connection with this Agreement are subject to the terms of the NDA. This Agreement's specific terms and the Amazon Materials are Amazon's Confidential Information. Notwithstanding anything to the contrary in the NDA, you will ensure that only your personnel with a need to access the Solution will do so. You may not issue any press release or make any public statement related to the Solution, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.
10. **Ownership.** Subject to the license granted in Section 3 above, you and your licensors will own all right, title and interest, including all intellectual property rights, in and to Your Materials. Amazon and its Affiliates will own all right, title and interest, including all intellectual property rights in and to (a) the Solution, (b) any content, product and forecasting information, technology, trademarks, data, materials, and other items or information provided, uploaded or otherwise made available by Amazon or its Affiliates through the Solution (collectively, "Amazon Materials"), and (c) any data or information with respect to the use, testing, or operation of the Solution, including, but not limited to, use of the Solution by you. Except for any rights expressly granted under this Agreement, each party reserves all rights.

11. **Relationship of Parties.** You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon and you.
12. **Suggestions and Other Information.** If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Solution (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. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content.
13. **Modification.** We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the Site, and you are responsible for reviewing this location and informing yourself of all applicable changes or notices. All notice of changes to this Agreement will be posted promptly. You should refer regularly to the Site to review the current terms of this Agreement. **YOUR CONTINUED USE OF THE SOLUTION AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.**
14. **Password Security.** Any password we provide to you may be used only during the Term to access and use the Solution (or other tools we provide, including the Supplier Site, as applicable). You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.
15. **Miscellaneous.** This Agreement is governed by the substantive laws of the state of Washington, excluding its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in King County, Washington. Each party irrevocably submits to those courts venue and jurisdiction. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may assign this Agreement (or any of our obligations or rights under this Agreement): (a) to any of our Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently. We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Solution, including by redesigning, modifying, removing, or restricting access to any part of the Solution. We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your registration or within the Site, as applicable, or by any other means then specified by Amazon. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to the notices address set forth in the applicable purchasing agreement.

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement, together with the NDA and the applicable purchasing agreement, represents the entire agreement between the parties with respect to the Solution

and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.