



Installation Agreement

This is an agreement between you (on behalf of your company and Location (as defined below) that you elect to sign up for Key for Business services, “**Company**”) and Amazon.com Services, LLC (with its affiliates, “**Amazon**”). These terms, along with the Amazon.com Privacy Notice (<https://www.amazon.com/privacy>) are collectively referred to as the “**Agreement**.”

1. Equipment and Services. Amazon may provide one or more access control devices (along with related equipment, software, and applications, “**Equipment**”) that may provide delivery providers authorized by Amazon with access to enter Locations (as defined below) to deliver packages, parcels, other products, and/or services (the “**Services**”). Amazon will retain ownership of all Equipment.
2. Company Obligations. For each apartment building, commercial building, complex, and/or multi-family dwelling that are owned or leased by Company or any of its affiliates (“**Location**”), Company may provide Amazon with an access code (“**Credential**”) for building access if required by Company’s access system. Company will allow Amazon to incorporate the Credential into the Equipment and will indemnify and defend Amazon from any claim alleging any infringement, misuse, or misappropriation of the Credential or the Access System.
3. Termination. Either party may terminate this Agreement, in whole or with respect to any Location, by providing written notice to the other party. Section 4 (Disclaimer of Warranties), Section 5 (Limitation of Liability) and Section 6 (General) will survive the termination of the Agreement.
4. Disclaimer of Warranties. Amazon provides the equipment “as is” and makes no warranties of any kind. 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 the equipment will operate uninterrupted or error-free.
5. Limitation of Liability. Neither party will be liable to the other under this Agreement for indirect, special, punitive, or consequential damages. In no event will any party’s liability under this agreement exceed \$10,000 in connection with the Equipment.
6. General. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. If for any reason a claim proceeds in a court outside of King County, Washington, the parties each waive any right to a jury trial. All notices hereunder will be in writing and will be sent by email, overnight courier or certified mail. Notices to Company may be delivered to either the e-mail address or physical address provided by Company when Company signed up for Key for Business. Notices to Amazon will be delivered, Attn: General Counsel, to P.O. Box 80683, Seattle, WA 98108-0683 (if by USPS) or 410 Terry Avenue North, Seattle, WA 98109-5210 (if by courier), with a copy to contracts-legal@amazon.com and ring-contracts@amazon.com.
7. I represent and warrant that I am an officer or authorized representative of the Company and have the necessary authorization and corporate authority to (i) execute and delivery this Agreement on behalf of the Company and (ii) bind the Company to the performance of its obligations hereunder.

Name: _____

Company: _____

Signature: _____

Date: _____

Title: _____

On-Site Contact _____