

## PROFESSIONAL SELLER PROGRAM ADDENDUM

This Professional Seller Program Addendum (the “**Professional Seller Addendum**”) is between you, Amazon Services LLC (“**Amazon**”) and Amazon Payments, Inc. (“**Amazon Payments**”). It supplements and, as expressly provided in this Professional Seller Addendum, modifies the General Terms and the Selling on Amazon Service Terms of the Amazon Services Business Solutions Agreement (the “**Agreement**”) relating to your participation in the Selling on Amazon Service on the Amazon.com website (the “**Amazon Site**”) on a non-exclusive basis. The Parties acknowledge the AbilityOne Commission’s intent not to sell products and instead to use the Services for oversight of third-party sales in the AbilityOne Program. By accepting these terms, you (on behalf of yourself or the business you represent) agree to be bound by the Agreement and this Professional Seller Addendum. Unless defined in this Professional Seller Addendum, capitalized terms have the meanings given to them in the Agreement.

**1.1 Subscription Fee Waiver.** Amazon will not charge you a subscription fee in connection with your use of the Selling on Amazon Service.

**1.2 Tax Collection Service Fee Waiver.** Amazon will not charge you a fee in connection with your use of tax collection services Amazon makes available to you.

**1.3 Disbursement Frequency.** Subject to the limitations described in the Agreement, Amazon Payments will transfer the available balance of your Selling on Amazon account to Your Bank Account at least as frequently as once per week.

**1.4 Enhanced Merchandising.** Your account is eligible for enhanced merchandising on the Amazon Site, which may include enhanced storefront(s), branding, search and browse functionality, and cross-merchandising tools, as Amazon may determine.

**1.5 Use of Amazon Transaction Information.** You and your Affiliates may use Order Information to send physical (non-electronic) direct-mail marketing and product shipment inserts in accordance with applicable Amazon published policies, provided that: (a) the communications primarily promote or advertise you or products sold by you; and (b) you do not target Amazon users. You and your Affiliates may use any Amazon Transaction Information made available to you for the purpose of identifying commercial products that are “essentially the same” (ETS) and notifying a federal customer that a compliant AbilityOne product is available on Amazon to substitute for the ETS purchase.

**1.6 Product Availability.** You agree to make available for listing for sale via the Amazon Site each product that you offer through Your Sales Channels, regardless of whether or not the sale is completed online and including each product variation, i.e., all sizes, colors, configurations, etc. (except for Excluded Products and products that you are prohibited by Law, contract or the manufacturer, vendor or licensor from offering through the Amazon Site, provided that you have not encouraged any related prohibition).

**1.7 Indemnification.** To the maximum extent permitted by federal law, you and Amazon (as applicable, the “**Indemnifying Party**”) will defend, indemnify and hold harmless the other party (the “**Indemnified Party**”) and its affiliates (and their respective officers, directors and employees) from and against all claims, losses, damages, judgments, penalties, expenses, and other liabilities (including reasonable attorneys’ fees) arising out of any Claim to the extent the Claim is based on: (a) any actual or alleged breach of the Selling on Amazon Service Terms by the Indemnifying Party; (b) in the case of you as the Indemnifying Party, Your Sales Channels other than the Amazon Site, Your Products (including the offer, sale, use, fulfillment with respect to Seller-Fulfilled Products, refund, or return thereof), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and Your Taxes (as defined in the Agreement) (including their collection and payment



or failure to do so); and (c) in the case of Amazon as the Indemnifying Party, the Amazon Site and any products offered or sold through the Amazon Site other than by you pursuant to the Agreement, but excluding any Claim based on the items referenced in clause (b) of this Section and any claim of patent infringement. If your ability to comply with the foregoing provision is limited to any extent by the absence of appropriations or government authorization, you will make good faith efforts to obtain sufficient appropriations or authorization. "Claim" means any action, audit, investigation, inquiry or other proceeding brought against an Indemnified Party or its affiliates (or their respective officers, directors or employees) by a person other than: (a) an affiliate of the Indemnified Party; or (b) the Indemnifying Party. NO PARTY'S (INCLUDING ITS AFFILIATES) AGGREGATE LIABILITY ARISING OUT OF ITS INDEMNIFICATION OBLIGATIONS WILL EXCEED THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT, IF ANY, OR THE VALUE OF SERVICES RENDERED UNDER THIS AGREEMENT.

**1.8 Indemnification Procedure.** When applicable and to the maximum extent permitted by federal law, in connection with any Claim described in this Professional Seller Addendum, the Indemnified Party will: (a) give the Indemnifying Party prompt written notice of the Claim (provided that any delay in notification will not relieve the Indemnifying Party of its obligations except to the extent the delay impairs its ability to defend); (b) cooperate reasonably with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defense and settlement of the Claim; and (c) permit the Indemnifying Party to control the defense and settlement of the Claim, provided that the Indemnifying Party may not settle the Claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed), and provided further that the Indemnified Party (at its cost) may participate in the defense and settlement of the Claim with counsel of its own choosing.

**1.9 Limitations on Liability.** EXCEPT FOR ANY BREACH OF YOUR OBLIGATIONS RELATING TO USE OF AMAZON TRANSACTION INFORMATION AND CONFIDENTIALITY, NO PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER THEORY) OR OTHERWISE) TO ANY OTHER PARTY OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY A PARTY OR ITS AFFILIATES IN CONNECTION WITH THE SELLING ON AMAZON SERVICE, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SELLING ON AMAZON SERVICE, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND ANY BREACH OF YOUR OBLIGATIONS RELATING TO AMAZON TRANSACTION INFORMATION OR CONFIDENTIALITY, NO PARTY'S (INCLUDING ITS AFFILIATES) AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SELLING ON AMAZON SERVICE (OTHER THAN FOR SUMS PAYABLE OR TO BE REIMBURSED PURSUANT TO THE EXPRESS TERMS OF THE AGREEMENT) WILL EXCEED THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT, IF ANY, OR THE VALUE OF SERVICES RENDERED UNDER THIS AGREEMENT.

**1.10 Confidentiality.** The terms of this Professional Seller Addendum are Confidential Information.

**1.11 Effectiveness of Agreements.** The Agreement, as modified by this Professional Seller Addendum, will remain in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Professional Seller Addendum, the terms of this Professional Seller Addendum will control. Any previous Merchants@ Amazon.com Program Agreement entered into by or on behalf of you for the Amazon Site is terminated by your acceptance of these terms.

**1.12 Modification.** This Professional Seller Addendum may be modified or amended only by: (a) a written instrument signed by a duly authorized representative of each party; or (b) an electronic document presented to you by us and agreed to by you in a manner designated by Amazon.



**1.13 Termination.** This Professional Seller Addendum will: (a) automatically terminate upon termination of the Agreement; and (b) become terminable at the election of Amazon if you breach any provision of this Professional Seller Addendum or the Agreement.

**1.14 Governing Laws and Venue.** The Governing Laws and venue provisions in the Agreement are deleted in their entirety.

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For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, by signing below, you (a) agree to be bound by all terms of the Agreement and this Professional Seller Addendum effective as of the signature date below, and (b) represent and warrant that you have the authority to accept and be bound (on behalf of yourself or the business you represent) to the terms and conditions of the Agreement and this Professional Seller Addendum.

I have read and accepted the terms and conditions of the Agreement.

U.S. AbilityOne Commission, a Federal Government Agency

B [REDACTED]

Name: Shelly Hammond

Title: Contracting Officer

Signature Date: 15 Aug 2017

**Business Address:**

U.S. AbilityOne Commission  
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