

Installation Agreement

DELIVERY ACCESS AGREEMENT

1. Amazon Obligations:
 - 1.1. Amazon will provide one or more access control devices (along with related equipment, software, and applications, “**Equipment**”) that will provide delivery providers authorized by Amazon with access to enter Locations (as defined below) to deliver packages, parcels, and other products and/or services (the “**Services**”). Amazon will retain ownership of all Equipment.
 - 1.2. Amazon will determine whether any proposed Location is suitable for Equipment installation and operation. Amazon or its designees will install the Equipment at Locations approved by Amazon, at Amazon’s sole discretion.
 - 1.3. Amazon will maintain and repair the Equipment to the extent reasonably determined by Amazon
 - 1.4. At Company’s request, Amazon will update building-level delivery instructions indicating what location packages should be delivered to (ie, parcel room).
2. Company Obligations:
 - 2.1. Company will designate and authorize one or more apartment buildings, commercial buildings, complexes, and/or multi- family dwellings that are owned, leased or managed by Company (each, a “**Location**”), for Amazon to install the Equipment and use it to provide the Services. Locations may be added or removed from time to time by mutual agreement of the parties.
 - 2.2. Company will provide Amazon and its representatives with access to each Location to evaluate its suitability and to install, maintain, repair, uninstall, and remove the Equipment.
 - 2.3. For each Location, Company will provide Amazon with one or more device(s) (including fobs or electronic keys) that enable access to such Location. Company will allow Amazon to incorporate such device(s) into and/or record the unique access protocol contained in the device(s) on or into the Equipment and will indemnify and defend Amazon from any claim alleging any infringement, misuse, or misappropriation of such access protocol. Amazon will return the device provided by the Company (including fobs or electronic keys) once installation is complete.
 - 2.4. Company will not and will not permit any other person to modify, relocate, unplug, disassemble, attempt to reverse-engineer, or tamper with the Equipment.
 - 2.5. Company will notify Amazon at kfbcx-uk@amazon.com regarding any Equipment support issues.
 - 2.6. Company represents and warrants that: (a) it has full authority to enter into this Agreement and to provide the required consents to Amazon hereunder; (b) it will notify any relevant third parties including owner(s), tenant(s) or manager(s) of the Locations as to the installation and operation of the Equipment, as required; and (c) Company and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury’s Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce’s Entity List), the European Union or its member states, or other applicable government authority.
3. Data Protection. Each party undertakes to comply with their obligations under the General Data Protection Regulation and any applicable local regulations, codes of practice and best practice guidance issued by any applicable authorities.
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, non-infringement, 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 shall be liable to the other for any indirect, consequential or special damages, all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss. In no event will either party’s liability under this Agreement exceed £50,000. Notwithstanding the foregoing, it is understood that Company is not waiving or limiting and right it may have to seek damages against a delivery driver due to actions committed by such delivery driver who accessed the Location using the Equipment.
6. Term and Termination. This Agreement will begin as of the Effective Date and will continue until terminated by a party. Either party may terminate this Agreement, in whole or with respect to any Location, at any time upon 10 days’ notice to the other party. Section 4 (Disclaimer of Warranties), Section 5(Limitation of Liability) and Section 8 (General) will survive the termination of the Agreement. Upon termination of the Agreement, Company will allow Amazon or its designees to uninstall and remove the Equipment.
7. Confidentiality. The parties will comply with any existing nondisclosure agreement between them. If no such agreement exists, the parties (i) will protect and keep confidential the existence of this Agreement and its terms, and (ii) any information solely obtained from the other party in connection with this Agreement or related to the Equipment 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 (“**Confidential Information**”). The parties will use such Confidential Information only for the purposes of fulfilling its obligations under this Agreement and upon termination will destroy such Confidential Information. Company will not use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner (including in any client list, press release, advertisement or promotional material) without Amazon’s prior written consent.

8. **General.** Neither party will issue press releases or publicity relating to the other party, participation in the Services, or this Agreement without the other party's written consent. This Agreement constitutes the entire agreement between the parties relating to the Equipment and may be amended, modified, or waived only with the mutual written consent of the parties. Company may not assign this Agreement without Amazon's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be interpreted and enforced in accordance with the laws of England and Wales, without reference to any applicable conflict of laws. The parties submit to the exclusive jurisdiction of the courts of London. All notices hereunder will be in writing and will be sent by overnight courier or certified mail. Notices to Company will be delivered to the address set forth below. Notices to Amazon will be delivered to Amazon UK Services Limited, 1 Principal Place, Worship Street, London, EC2A 2FA with a copy to contracts-legal@amazon.com and ring-contracts@amazon.com.
9. 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.

Company	<input type="text"/>	Signature	<input type="text"/>
Name	<input type="text"/>		
Title	<input type="text"/>	Date	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>

This agreement applies to all Locations listed below (please list all Building addresses with name and postcode):

Building name	<input type="text"/>	Building name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>
Building name	<input type="text"/>	Building name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>
Building name	<input type="text"/>	Building name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>

Email the completed form to: amazon@nacd.co.uk

or

Post to: Contracts Department, NACD Ltd, Unit 8, Heron Business Park, Eastman Way, Hemel Hempstead, Herts HP2 7FW