

**AMENDMENT TO AMAZON APPSTORE AGREEMENTS
APPLICABLE TO U.S. GOVERNMENT APPLICATIONS**

This Amendment to the Amazon App Distribution and Services Agreement, currently found at <https://developer.amazon.com/help/da.html>, the Amazon App Distribution and Services Portal Terms of Use, currently found at <https://developer.amazon.com/help/tac.html>, and the Program Materials License Agreement, currently found at <https://developer.amazon.com/sdk/pml.html> (together referred to as the "Appstore Agreements") is entered into by the U.S. General Services Administration ("Agency," "You," "Developer," or "User") and Amazon Digital Services, Inc., Amazon EU S.a.r.l., Amazon Services International, Inc., Amazon Servicos de Varejo do Brasil Ltda., and Amazon.com Int'l Sales, Inc. (each, individually, an "Amazon Party" and, together with their affiliates, "Amazon," "Company," "we," or "us") (referred to jointly as the "Parties").

BACKGROUND

The Agency wishes to allow Amazon to distribute certain mobile or other applications for free, to the public. Agency apps are intended to serve a distinct and important social utility. They are created with public funds and are disseminated without charge. They are designed not as commercial ventures but to satisfy a public purpose.

The Parties recognize that Agency, as a United States Government entity, is required to follow applicable federal laws and regulations governing its agreements with other parties. Such laws and regulations include limitations on matters related to ethics, indemnification, fiscal law, advertising and endorsements, freedom of information, governing law and dispute resolution forum. The Parties agree that modifications to the Appstore Agreements are appropriate to accommodate Agency's legal status and public mission.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

A. *Precedence; Further Amendments:* All capitalized terms used, but not defined, in this Amendment, have the meaning set forth in the Appstore Agreements. If there is any conflict between this Amendment and any of the documents that comprise the Appstore Agreements, or between this Amendment and other terms, rules or policies related to the Program, this Amendment shall prevail as between the Parties. This Amendment constitutes an amendment to the Appstore Agreements; any language in the Appstore Agreements indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment to the terms set forth in this Amendment must be agreed to by both Parties. Amazon reserves the right to change the Appstore Agreements as set forth in the Appstore Agreements, but any changes that conflict with this Amendment will not apply to the Agency.

B. *Government entity:* "You" and "Developer" within the Appstore Agreements shall mean the Agency itself and shall not apply to, nor bind (i) the individual(s) who utilize the Program distribution portal or features on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. Company will look solely to Agency to enforce any violation or breach of the Appstore Agreements by such individuals, subject to federal law.



C. **Intellectual property ownership:** Except as expressly allowed in the Appstore Agreements, no rights to any derivative works, inventions, Company product modifications, or other Company technology, content, information, services, trademarks and other intellectual property are conferred on Agency or any other party. All such rights belong solely to Company.

D. **Changes to standard TOS:** Amazon will promptly notify Agency of any material change to the App Distribution and Services Agreement. Company shall send this notice to the email address designated by Agency in Agency's account for the Program.

E. **Indemnification, Liability, Statute of Limitations:** Any provisions in the Appstore Agreements related to indemnification and filing deadlines are hereby waived, and shall not apply except to the extent expressly authorized by law. Agency's liability for any breach of the Appstore Agreements as modified by this Amendment, or any claim against Agency arising from the Appstore Agreements as modified by this Amendment, shall be determined under the Federal Tort Claims Act, or other governing federal authority, as applicable. Federal Statute of Limitations provisions shall apply to any such breach or claim.

F. **Governing law:** Any arbitration, mediation or similar dispute resolution provision in the Appstore Agreements is hereby deleted. The Appstore Agreements and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of Washington (excluding Washington's choice of law rules) will apply in the absence of applicable federal law.

G. **Uploading, deleting:** The Parties understand and agree that You are not obligated to upload any Apps to the Program and there may be times when no Agency Apps appear there.

H. **No endorsement:** Company agrees that Your seals, trademarks, logos, service marks, trade names (collectively, "Agency Marks"), and the fact that You have a presence in the Program and distribute Apps through the Program, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government, or are considered by You or the Federal Government to be superior to any other products or services. If You ever have concerns about or objections to our use of any Agency Mark, You may contact us (using the "Contact Us" feature in our developer portal) and we will discuss Your concerns in good faith. You always have the ability to withdraw any Apps from further "sale" through the Program and, following any such withdrawal, we will stop using the applicable Agency Marks to promote the availability of that App for "sale" through the Program.

I. **No business relationship created:** The Parties are independent entities and nothing in the Appstore Agreements as modified by this Amendment creates a partnership, joint venture, agency, or employer/employee relationship.

J. **Nature of Agreement:** Agency will offer Apps for distribution through the Program not as a vendor nor as a commercial enterprise, but free of charge to the public. Agency will sponsor no paid applications and there will be no revenue sharing between the parties. This is a no cost agreement and nothing in the



Appstore Agreements or this Amendment obligates You to incur any financial obligation. Amazon will not charge You any fee to activate Your Program account or participate in the Program. Agency agrees that the Appstore Agreements, this Amendment, and the transactions contemplated thereunder are not for the acquisition or procurement of goods or services and are not subject to the Federal Acquisition Regulation or any other acquisition or procurement law or regulation.

K. *Separate future action for fee based Services:* Agency understands that Company may now or in the future offer other premium, enterprise, or other optional products and services relating to the Program for a fee. The Parties understand that fee-based products and services are categorically different than free products and services, and may be subject to federal procurement rules and processes. Before Agency decides to use any premium, enterprise, or other fee-based product or service that this Company or alternative providers may offer now or in the future, Agency agrees to determine if it has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to consider the applicability of federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action. In addition, Agency agrees not to use any premium, enterprise, or other fee-based product or service relating to the Program without the express written approval of Amazon and an additional written agreement with Amazon governing that fee-based product or service.

L. *Assignment:* Neither party may assign its obligations under the Appstore Agreements as modified by this Amendment to any third party without prior written consent of the other; provided however, Company may assign the Appstore Agreements as modified by this Amendment to any affiliate or in connection with a merger, sale of all or substantially all of its assets, or similar transaction, without written consent from the Agency provided that the successor assumes Company's obligations under the Appstore Agreements as modified by this Amendment.

M. *Access and use:* Company acknowledges that public availability of Agency Apps on the Amazon Appstore for Android become important to the Agency's mission, and may energize significant citizen engagement. If we withdraw any of your Apps or suspend your account and/or your participation in the program for any reason, we will promptly notify you of such withdrawal or suspension.

N. *Modifications of Agency content:* Any right Company reserves in the Appstore Agreements to edit, modify, adapt, or otherwise alter Agency Marks is limited to technical actions necessary to index, format and display that content. In addition, Company's rights to modify or adapt the Apps do not include the right to substantively edit or otherwise alter the meaning of any content provided in or through the Apps. In the event Agency discovers that Agency content on the product page or provided in or through the Apps has been modified in a manner that alters the meaning of such content, Agency may contact Company and the Parties shall work together in good faith to resolve the matter. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Agency's rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of the Act.

O. *Termination rights:* Agency may close Agency's account and terminate this Amendment at any time



upon 5 business days advance notice.

P. Other Government Agencies: The terms of this Amendment will apply to any other United States government entity that executes the joinder attached to this Amendment and delivers the executed joinder and a copy of this Amendment to Amazon at apps-notices@amazon.com with a cc via email to contracts-legal@amazon.com.

Amazon Digital Services, Inc.

DocuSigned by:

Steven J Rabuchin

F13147AD2352491...

Name: Steven T Rabuchin

Title: General Manager

Date: 1/23/2014

U.S. General Services Administration

David McClure

Name: DAVID McCLURE

Title: Associate Administrator

Date: 12/18/13

Email: david.mcclure@gsa.gov

Amazon EU S.a.r.l.

DocuSigned by:

Jorrit van der Muelen

9A1D2789F1B144A...

Name: Jorrit van der Muelen

Title: Manager

Date: 1/27/2014

Place Signed: Luxembourg

Amazon Services International, Inc.

DocuSigned by:

Steven J Rabuchin

F13147AD2352491...

Name: Steven T Rabuchin

Title: General Manager

Date: 1/23/2014

[signatures continue on following page]



Amazon Servicos de Varejo do Brasil Ltda.

DocuSigned by:

Alex Szapiro

385AA94DD68C434...

Name: Alex Szapiro

Title: VP

Date: 1/26/2014

Amazon.com Int'l Sales, Inc.

DocuSigned by:

Steven J Rabuchin

F13147AD2352491...

Name: Steven T Rabuchin

Title: General Manager

Date: 1/23/2014



**JOINDER TO AMENDMENT TO AMAZON APPSTORE AGREEMENTS
APPLICABLE TO U.S. GOVERNMENT APPLICATIONS**

US Government Entity:	
Email Address Used to Create Developer Portal Account:	

The United States government entity identified above (the “**Joining Agency**”) hereby joins, agrees to, and becomes a party to the Amendment to Amazon Appstore Agreements Applicable to U.S. Government Applications (the “**Amendment**”) entered into between the U.S. General Services Administration and Amazon Digital Services, Inc., Amazon EU S.a.r.l., Amazon Services International, Inc., Amazon Servicos de Varejo do Brasil Ltda., and Amazon.com Int’l Sales, Inc. All capitalized terms used, but not defined, in this joinder have the meanings set forth in the Amendment.

The terms of Amendment apply to the Joining Agency’s developer account for the Program and all Appstore Agreements entered into by the Joining Agency in connection with that account. All references to “Agency,” “Developer,” or “You” in the Amendment refer to the Joining Agency with respect to that developer account and those Appstore Agreements.

Joining Agency

Name: _____

Title: _____

Date: _____

Email: _____

[Please return completed form to: apps-notices@amazon.com with a cc to contracts-legal@amazon.com.]

