

CUSTOMER NONDISCLOSURE AGREEMENT

Customer Name: <u>MadeiraCloud</u>	
By (signature): <u>Daniel O'Prey</u>	Address: <u>Xueyuannanlu Road, Area 12, Building 54,</u>
Printed Name: <u>Daniel O'Prey</u>	<u>Room 110. Haidian, Beijing, China</u>
Title: <u>CEO</u>	Fax No.: <u>N/A</u>
Date Signed: <u>2012/04/26</u>	Email Address: <u>dan@madeiracloud.com</u>
Your Amazon Contact: <u>Anthony Russell</u>	

This Nondisclosure Agreement (this "Agreement") is entered into by the above-referenced company for the benefit of Amazon.com, Inc. and each of its affiliates (collectively, "Amazon"). The above-referenced company, its affiliates or the agents of any of the foregoing (collectively, "Customer") may receive information relating to Amazon's operations, services and businesses. Amazon and Customer would like to protect the confidentiality of, maintain Amazon's rights in, and prevent the unauthorized use and disclosure of, such information. Accordingly, Amazon and Customer agree as follows:

1. Confidential Information. As used in this Agreement, "Confidential Information" means all nonpublic information relating to Amazon or disclosed by Amazon to Customer that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to Amazon's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) third-party information that Amazon is obligated to keep confidential, (iii) the nature, content and existence of this Agreement and any discussions or negotiations between the parties. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge.

2. Exclusions. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Customer at the time of its receipt from Amazon, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Customer without reference to any Confidential Information.

3. Use of Confidential Information. Customer may use Confidential Information only in pursuance of its

business relationship with Amazon. Except as expressly provided in this Agreement, Customer will not disclose Confidential Information to any person or entity without Amazon's prior written consent. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Customer will segregate Confidential Information from the confidential materials of third parties to prevent commingling. Customer will not export any Confidential Information in any manner contrary to the export regulations of the United States.

4. Customer Personnel; Affiliates. Customer will restrict the possession, knowledge and use of any Confidential Information to each of its employees and contractors who (i) has a need to know the specific Confidential Information in connection with the parties' business relationship, and (ii) has entered into a written nondisclosure agreement obligating them to protect the Confidential Information. Customer will ensure that each of its affiliates, employees and contractors (and the employees and contractors of its affiliates) comply with this Agreement and their respective nondisclosure agreements.

5. Disclosures to Governmental Entities and Other Compelled Disclosures. Customer may disclose Confidential Information (a) as required to comply with binding orders of governmental entities that have jurisdiction over it, or (b) as otherwise required by law, provided that Customer (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of Amazon. Disclosure of Confidential Information under this Agreement by Amazon will not constitute an express or implied grant to Customer of any



rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Customer will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner (including but not limited to as a client in any press release, advertisement or other promotional material) without prior written authorization of such use by a Vice President of Amazon or its applicable affiliate.

7. Notice of Unauthorized Use. Customer will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Customer will cooperate with Amazon in every reasonable way to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use.

8. Return of Confidential Information. Customer will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request. At Amazon's option, Customer will provide written certification of its compliance with this Section.

9. Injunctive Relief. Customer acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon for which monetary damages may be difficult to ascertain or an inadequate remedy. Customer therefore agrees that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. Scope; Termination. This Agreement is intended to cover Confidential Information received by Customer both prior and subsequent to the date hereof. This Agreement automatically will terminate upon the termination of the parties' business relationship; provided, however, that Customer's obligations with respect to the Confidential Information will survive for five (5) years following such termination.

11. Feedback. If Customer provides feedback, suggestions, ideas and other information regarding the performance, features or functionality of Amazon's services and products (including services and products under development) (collectively, "Feedback"), the Feedback will be owned by Amazon and may be used by Amazon without restriction, account to Customer or compensation. Feedback constitutes Confidential Information and Customer will use the Feedback only for its internal purposes and solely to evaluate Amazon's products and services.

12. Miscellaneous.

12.1 This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

12.2 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12.3 Any failure by Amazon to enforce Customer's strict performance of any provision of this Agreement will not constitute a waiver of Amazon's right to subsequently enforce such provision or any other provision of this Agreement.

12.4 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

12.5 This Agreement will be governed by internal laws of the state of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington. This Agreement may be executed by facsimile.

12.6 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested). Notices to Customer will be delivered to the address set forth below its signature at the beginning of this Agreement. Notices to Amazon will be delivered Attn. General Counsel at the following addresses: 410 Terry Avenue North, Seattle, WA 98109-5210 (if by Courier); or P. O. Box 81226, Seattle, WA 98108-1226 (if by Mail); Fax No. 206-266-7010. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 12.6.



Signature Certificate



Document Reference: K5FZXKJ8Y2JD4YBHGNI9F

RightSignature
Easy Online Document Signing



Peng Zhao

Party ID: Y44JKGJFF3PL8RDHU5ZDEI

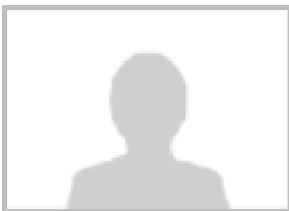
IP Address: 219.143.93.225

VERIFIED EMAIL: peng.zhao@madeiracloud.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

50eb63b02ed8b64c3cb764d84085049925532353



Daniel O'Prey

Party ID: YWIK4WIC7JC9Y87WHPCL25

IP Address: 199.48.225.86

VERIFIED EMAIL: daniel.oprey@madeiracloud.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

6806fb3be8f23995611f2ffdacc22205a4defdb



Timestamp

2012-04-26 00:02:14 -0700

2012-04-26 00:02:14 -0700

2012-04-25 23:54:29 -0700

2012-04-25 20:35:38 -0700

2012-04-25 20:32:16 -0700

2012-04-25 20:32:16 -0700

2012-04-25 20:32:13 -0700

2012-04-25 20:32:12 -0700

Audit

All parties have signed document. Signed copies sent to: Peng Zhao, Daniel O'Prey, and Daniel O'Prey.

Document signed by Peng Zhao (peng.zhao@madeiracloud.com) with drawn signature. - 219.143.93.225

Document viewed by Peng Zhao (peng.zhao@madeiracloud.com). - 219.143.93.225

Document signed by Daniel O'Prey (daniel.oprey@madeiracloud.com) with drawn signature. - 199.48.225.86

Invitation to sign the document was sent to Peng Zhao (peng.zhao@madeiracloud.com).

Invitation to sign the document was sent to Daniel O'Prey (daniel.oprey@madeiracloud.com).

Document viewed by Daniel O'Prey (daniel.oprey@madeiracloud.com). - 199.48.225.86

Document created by Daniel O'Prey (daniel.oprey@madeiracloud.com). - 199.48.225.86



This signature page provides a record of the online activity executing this contract.