



12/13/2021

Krishna Gupta
817 N 10th St
San Jose, CA 95112
US

Dear Krishna:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Software Dev Engineer Intern. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Salary

Unless we mutually agree otherwise in writing, you will commence short-term employment on May 31, 2022 ("Start Date"). This position is expected to end on or before August 19, 2022 ("End Date"). Your salary will be \$10,512.00 per month, payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.

Relocation

For information about your relocation benefits, please review the attached document.

Benefits

Interns are eligible for medical benefits and are able to enroll on the 91st day from the start date of their internship. Interns over the age of 18 are eligible to enroll in Amazon's 401k Plan on the first day of their internship. Interns are also eligible for paid time off.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well. A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire November 30, 2021.

Krishna, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Katie Stutz
Recruiter, Student Programs

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter; including the Start Date indicated above.

Signature

Date

Krishna Gupta

Appendix A

AMAZON.COM, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

INTERN

This Confidentiality and Invention Assignment Agreement (“**Agreement**”) is made by and between Amazon.com, Inc., a Delaware corporation, and Krishna Gupta (“**Employee**”).

RECITALS

A. Employee enters into this Agreement in connection with Employee’s acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an “**Employer**”);

B. As used in this Agreement, “**Amazon**” means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;

C. Employee’s acceptance of this Agreement is an express condition of Employee’s employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and

D. Employee’s continued employment with Employer is expressly conditioned on Employee’s good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee’s employment and for specified periods after the date Employee’s employment ends (“**Separation Date**”), regardless of the reason for separation or whether it was voluntary or involuntary.
2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee’s entire productive time, ability, attention, and effort to furthering Amazon’s best interests and will not (without Amazon’s prior written consent) carry on any separate

professional or other gainful employment, including self-employment and contract work.

3. **CONFIDENTIAL INFORMATION.**

3.1 **Confidentiality and Confidential Information.** Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "Confidential Information" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. "**Confidential Information**" does not include the terms and conditions of Employee's own employment.

3.2 **Prevention of Unauthorized Release of Confidential Information.** Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of

reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 **Confidential Information of Third Parties.** Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 **Return of Confidential Documents.** On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. **CONFLICT OF INTEREST AND NON-SOLICITATION.**

4.1 Employee acknowledges that during the term of his or her employment with Employer (i) full-time employment with Employer is intended to be Employee's primary employment, (ii) Employee will devote Employee's best efforts on behalf of Employer, (iii) Employee owes Employer a duty of loyalty, and (iv) Employee will have access to Amazon's Confidential Information. In order for Amazon to protect its Confidential Information and assess any potential conflict of interest, prior to accepting any employment or consulting relationship with any third party for work during Employee's employment with Employer, Employee will provide prior written notice to Employee's manager and discuss with such manager any potential conflict of interest in performing such outside work. In addition, unless Employee receives prior written consent from a Vice President of Employer, during the period of Employee's employment with Employer, Employee will not, directly or indirectly, and whether or not for compensation, either on Employee's own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee of Employer acting for the benefit of Employer), knowingly engage in any activity or business which is of the same nature

as, or substantively similar to, an activity or business of Amazon or an activity or business which Amazon is developing and of which Employee has knowledge. Accepting outside employment in violation of this section or which interferes with Employee's job duties with Employer or poses a conflict of interest may result in disciplinary action and/or involuntary termination.

4.2

Notice, Acknowledgment, and Injunctive Relief. Employee acknowledges and agrees that any unauthorized use or disclosure of Confidential Information, whether intentional or inadvertent, may cause Amazon irreparable harm for which there is no adequate remedy at law, for which Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Employee further acknowledges that, in the context of threatened or actual unauthorized use or disclosure of Confidential Information, the following actions will create a reasonable inference that Employee will not or cannot comply with the continuing obligations in this Agreement regarding confidentiality, on which such inference a request for injunctive or equitable relief by Amazon may be based:

(i) failure by Employee to give Employer notice of subsequent employment with a new employer sufficient to enable Employer to assess any potential misuse or disclosure of Confidential Information;

(ii) failure by Employee to disclose and assign inventions to the Employer as required by Section 5.2 of this Agreement;

(iii) failure to cooperate with Employer in ensuring that Employee does not intentionally or unintentionally retain or misappropriate Confidential Information at the conclusion of employment;

(iv) subsequent employment of Employee by a new employer where new employer requires, encourages, or fails to take reasonable steps designed to prevent the unauthorized disclosure or use of Confidential Information by Employee;

(v) subsequent employment of Employee by a new employer in a position or capacity with substantially similar duties or responsibilities as Employee's position with Employer where additional circumstances reasonably establish the actual or threatened misappropriation of trade secrets or disclosure of Confidential Information.

Employee further acknowledges that the issuance by a court of injunctive or equitable relief designed to prevent or stop Employee's actual or threatened use of trade secrets or unauthorized disclosure of Confidential Information could limit Employee's ability to perform certain services

for a subsequent employer or prevent such subsequent employment altogether.

4.3 **Non-Solicitation.** During employment and for 9 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant) use any Confidential Information to: (a) solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement. The provisions of this Section 4.3 will not in any way limit Employee's obligations of confidentiality as set forth in Section 3.1 above.

4.4 **Non-Interference.** During employment and for 6 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.4 restricts Employee from exercising rights protected under the National Labor Relations Act.

4.5 **Reasonableness of Restrictions.** Employee recognizes that the restrictions in this Section 4 may significantly limit Employee's future flexibility in many ways. For example, the restriction in Section 4.1 will bar Employee from working for certain competitive opportunities while employed by Employer. Employee further recognizes that the geographic areas for many of Amazon's products and services – and, by extension, the geographic areas applicable to certain restrictions in this Section 4 – are extremely broad and in many cases worldwide. Employee agrees

and acknowledges that the restrictions in this Section 4 are reasonable in scope, area, and duration, and will not result in any undue hardship for Employee.

5. INTELLECTUAL PROPERTY.

- 5.1 **Copyrights.** All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.
- 5.2 **Inventions.** Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.
- 5.3 **NOTICE Regarding Inventions.** Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.
- 5.4 **Prior Inventions.** As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to

Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

- 5.5 **Assistance.** Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. **DISCLOSURE OF RESTRICTIONS.** Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee. Employee agrees to promptly notify Employer of any subsequent employment or business venture sufficient to enable Employer to assess any potential misuse or disclosure of Confidential Information.

7. **GENERAL PROVISIONS.**

- 7.1 **Third Party Beneficiaries.** All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.
- 7.2 **Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any

other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.

- 7.3 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in the California county in which Employee is employed with respect to any action, claim, or proceeding arising out of or in connection with this Agreement.
- 7.4 **Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 **Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 **Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.

7.7 **Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.

7.8 **Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, with the exception of any existing obligations Employee may have to Amazon under any other written, executed agreement(s), which obligations remain in full force and effect. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.com, Inc.

7.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

8. **EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.**

Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).

9. **EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.**

Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound

by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

US Intern CA Updated 2020

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