Audible API – Hackathon Prototype License Agreement

This Hackathon Beta License Agreement (the "License Agreement") is between the individual or entity ("you") that accesses or uses any of the Program Materials (as defined below) and Audible, Inc. and its affiliates that license Program Materials under this License Agreement (each, an "Audible Party" and, together with their affiliates, "Audible," "we" or "us"). If you access or use the Program Materials, you accept and agree to be bound by this License Agreement and represent that you have the authority to bind yourself or the entity you represent to this License Agreement.

- **Program** Materials; License. "Program Materials" means software, software development kits. application program interfaces, documentation, sample code, templates, and related materials that an Audible Party makes available for use in connection with an Audible program or service (each, an "Audible Program"). The Audible Party that makes Program Materials available grants you a limited, revocable, non-exclusive, rovalty-free. transferable, non-sub-licensable license to access, use and reproduce those Program Materials solely for the purposes of developing and testing an alpha build or prototype application in order to participate in the hackathon or similar closed development event (the "Hackathon") at or for which the Program Materials were made available to you ("Your Prototype"). You may use Program Materials only in connection with the Audible Program for which they are made available and for the creation of Your Prototype. If the Program Materials include any libraries, sample code, or other materials we make available specifically for incorporation in Your Prototype, you may incorporate those materials in Your Prototype. You may also modify any such sample code to the extent necessary to incorporate it into Your Prototype.
- 2. Limitations. You may use the Program Materials only as expressly authorized under this License Agreement only for the purpose of creating Your Prototype to participate in the Hackathon and only through the interfaces and functionality we designate. You may not distribute Your Prototype commercially if it incorporates any Program Materials or makes use of any Audible Program. You must comply with all instructions and requirements in any integration documents, guidelines, or other documentation that we provide. Except as permitted under Section 1, you will not (a) incorporate or compile any portion of the Program Materials into Your Prototype or other digital or physical products, (b) distribute, sub-license or otherwise provide any portion of the Program Materials

- to any third party, or (c) modify or create derivative works of the Program Materials. You will not reverse engineer, disassemble or decompile the Program Materials. You will not use the Program Materials with any software or other materials that are subject to licenses or restrictions (e.g., open source software licenses) that, when combined with the Program Materials, would require us to disclose, license, distribute or otherwise make all or any part of such Program Materials available to anyone. You will not remove, modify, or obscure any copyright, patent, trademark or other proprietary or attribution notices on or in any Program Materials. All licenses granted to you in this License Agreement are conditional on your continued compliance this License Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this License Agreement.
- **3.** Reservation of Rights; Other Licenses. The Program Materials are the intellectual property of Audible or its licensors. Except for the rights explicitly granted to you in this License Agreement, all right, title and interest in and to the Program Materials are reserved and retained by us and our licensors. If you provide suggestions, ideas, or other feedback to us about the Program Materials, we will be free to exercise all rights in such feedback without restriction and without compensating you.
- 4. Disclaimer of Warranties and Limitation on Liability. THE PROGRAM MATERIALS ARE **PROVIDED** "AS IS," AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS. IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, **FITNESS** FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. YOUR USE OF THE PROGRAM MATERIALS IS AT YOUR SOLE RISK. IN NO EVENT WILL AUDIBLE BE LIABLE FOR ANY

DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR **PUNITIVE** DAMAGES (INCLUDING FOR ANY LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST PROFITS OR DATA, OR COMPUTER FAILURE OR MALFUNCTION) ARISING FROM OR RELATING TO THE PROGRAM MATERIALS OR THIS LICENSE AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF AUDIBLE HAS BEEN ADVISED OF THE POSSIBILITY OF **SUCH** DAMAGES. **THESE LIMITATIONS AND** DISCLAIMERS APPLY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- **5. Indemnification**. You release us and will indemnify, defend and hold harmless Audible and its affiliates, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to (a) You? Prototype or (b) your breach or non-compliance with this License Agreement (each, a "Claim"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). Your obligations under this section are independent of your other obligations under this License Agreement.
- 6. Compliance with Laws. You will comply with all applicable laws, rules, regulations, orders, and other requirements of governmental agencies (together, "Laws") in your use of the Program Materials and in the development of Your Prototypes that use or access any Program Materials. Without limiting the foregoing, you will comply with all export, re-export, and import Laws of the United States and other countries that may apply to the Program Materials, and will not transfer, or encourage, assist, or authorize the transfer of, the Program Materials to a prohibited country or otherwise in violation of any applicable Laws. You will not engage in any activity using or related to the Program

- Materials, including the development of Your Prototype, that (a) infringes, violates, or misappropriates the rights of us or any third party, or (b) interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies, or other properties or services of ours or of any end user, mobile operator, or other third party.
- **8. Termination**. This License Agreement shall terminate automatically upon the conclusion of the Hackathon. You may terminate this License Agreement at any time by uninstalling and destroying all copies of the Program Materials that are in your possession or control. We may terminate this License Agreement or your right to use any or all of the Program Materials at any time without advance notice to you. Upon termination, you must cease all use of the Program Materials. The following provisions of this License Agreement will survive termination: Sections 2 through 6 and Section 9.
- **9. General**. If any provision of this License Agreement is held invalid by a court with jurisdiction over the parties to this License Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this License Agreement will remain in full force and effect. Our failure to insist upon or enforce your strict compliance with this License Agreement will not constitute a waiver of any of our rights. In addition to the Audible Parties, our licensors may enforce this License Agreement against you with respect to their software and other materials included in the Program Materials. and our licensors are third-party beneficiaries of this License Agreement solely for that purpose. The word "including" will be interpreted without limitation when used in this License Agreement. THIS LICENSE AGREEMENT IS GOVERNED BY THE LAWS OF STATE OF WASHINGTON, WITHOUT THE REFERENCE TO RULES GOVERNING CHOICE OF LAWS, AND YOU IRREVOCABLY CONSENT THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN SEATTLE, KING COUNTY, WASHINGTON. HOWEVER, WE MAY SEEK INJUNCTIVE (OR SIMILAR) REMEDIES IN ANY JURISDICTION.