

CO-BRANDING, MARKETING AND DISTRIBUTION AGREEMENT

This Agreement, dated as of January 30, 2000 ("Effective Date"), is made and entered into by and between Amazon.com Commerce Services, Inc., a Delaware corporation ("ACSI"), and Audible Inc. a Delaware corporation ("Company"). ACSI and Company are sometimes referred to collectively herein as the "Parties" and individually as a "Party." ACSI and Company agree as follow:

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

"ACSI Competitor" means, collectively, such persons and entities as the Parties may agree upon from time to time. ACSI may update any agreed-upon list of ACSI Competitors no more frequently than once per quarter by written notice, provided that: (a) the number of entities specified on such list shall at no time [***]; (b) any entities added to such list must be [***]; and (c) no addition of any ACSI Competitor to such list shall require Company to breach any contractual or legal obligation to such ACSI Competitor by which Company is bound as of the date of such addition.

"ACSI Derivative Work" means any Derivative Work (whether created by ACSI, Company, or the Parties jointly) of any ACSI Existing Intellectual Property or ACSI Future Intellectual Property.

"ACSI Existing Intellectual Property" means, collectively, all of the

following existing as of the Effective Date: (a) the Trademarks of ACSI and its Affiliates; and (b) the ACSI Site, including, without limitation, any and all content, data, URLs, domain names, technology, software, code, user interfaces, "look and feel", ACSI Site Functionality, Trademarks and other items posted thereon or used in connection or associated with any of the foregoing.

"ACSI Future Intellectual Property" means, collectively, all of the following which are invented, created, developed or first reduced to practice by ACSI or its Affiliates after the Effective Date without the participation of Company or its Affiliates: (a) any Trademarks; and (b) any content, data, URLs, domain names, technology, software, code, user interfaces, "look and feel," ACSI Site Functionality and other items (but excluding any Company Derivative Works).

"ACSI Intellectual Property" means, collectively, any ACSI Existing Intellectual Property, ACSI Future Intellectual Property and ACSI Derivative Works, but excluding any Joint Works.

***confidential Information has been omitted and has been filed separately with the Securities and Exchange Commission.