

NONDISCLOSURE TERMS

By clicking the "I accept" button, you accept these nondisclosure terms.

1. Confidential Information. In connection with your provision or acquisition of products, services, or content to or from Amazon.com, Inc. and its Affiliates ("Amazon"), you may receive Amazon's confidential information. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means any nonpublic information relating to Amazon 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.

2. Exclusions. Confidential Information excludes information that (i) is or becomes publicly available without breach of these terms, (ii) can be shown by documentation to have been known to you at the time of its receipt from Amazon, (iii) is disclosed to you from any 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 you without reference to any Confidential Information.

3. Use of Confidential Information. You may use Confidential Information only in pursuance of your business relationship with Amazon. Except as provided in these terms, you will not disclose Confidential Information to anyone without Amazon's prior written consent. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

4. Company Personnel. You will restrict the possession, knowledge and use of Confidential Information to each of your employees, subcontractors, and Affiliates who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under these terms. You will ensure that your employees, subcontractors and Affiliates comply with these terms.

5. Disclosures to Governmental Entities. You may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if you (i) give Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that your compliance would cause you to violate an order of the governmental entity or other legal requirement), (ii) disclose only such information as is required by the governmental entity, and (iii) use 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. Amazon's disclosure of Confidential Information will not constitute an express or implied grant to you of any rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property rights. You will not use any trade name, trademark, logo or any other proprietary rights of Amazon (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of Amazon (or its applicable Affiliate).

7. Notice of Unauthorized Use. You will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these terms. You will cooperate with Amazon in every reasonable way to help Amazon

regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. You 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.

9. Injunctive Relief. You acknowledge that a breach of your obligations under these terms could cause irreparable harm to Amazon as to which monetary damages may be difficult to ascertain or an inadequate remedy. You agree that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of these terms.

10. Scope; Termination. These terms cover any Confidential Information received by you prior and subsequent to the date you have accepted these terms. These terms are effective as of the date Confidential Information is first received and will continue for 3 years, after which these terms automatically renew unless either party terminates these terms by providing at least 90 days prior written notice to the other party, provided, that your obligations with respect to Confidential Information will survive for 5 years following termination of these terms, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of these terms will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. Miscellaneous. You warrant that you are authorized to accept these terms on behalf of yourself or the entity you represent. These terms constitute the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. You may not assign these terms without Amazon's written consent. If a provision of these terms are held invalid under applicable law, such invalidity will not affect any other provision of these terms that can be given effect. These terms 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 these terms will be in the state and federal courts in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices to you will be delivered to the email address you have provided to Amazon. Notices to Amazon will be delivered, Attn. General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206/266.7010.