

AWS ARTIFACT NONDISCLOSURE AGREEMENT

This AWS Artifact Nondisclosure Agreement (this “Agreement”) is entered into by you or the entity you represent (“You”) for the benefit of Amazon.com, Inc. and its Affiliates including Amazon Web Services, Inc. (“AWS” and collectively, “Amazon”). **If you have entered into a separate nondisclosure agreement with Amazon that covers at least the same confidential information covered by Artifact Confidential Information (as defined in this Agreement), then that separate nondisclosure agreement will apply instead of this Agreement (see Section 11 below).**

In connection with Customer’s provision or acquisition of products, services, or content to or from Amazon, Customer may receive information on Amazon’s operations and businesses through the AWS online audit and compliance portal currently referred to as AWS Artifact, or any successor service offered by Amazon (collectively, “AWS Artifact”).

Customer and Amazon agree as follows:

1. Artifact Confidential Information. “Artifact Confidential Information” means all information made available through AWS Artifact, and related information, which is disclosed by Amazon, its Affiliates, or agents of Amazon or its Affiliates on the one hand, to You, your Affiliates, or agents of You or your Affiliates (collectively, “Customer”) on the other hand, and 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, including without limitation all reports, agreement terms, and other information that AWS discloses to you through AWS Artifact. “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.

2. Exclusions. Artifact Confidential Information excludes 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 disclosed to Customer 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 Customer without reference to any Artifact Confidential Information.

3. Use of Artifact Confidential Information. Customer may use Artifact Confidential Information only in connection with Customer’s use of the Service Offerings as permitted under the AWS Customer Agreement available at <http://aws.amazon.com/agreement> (as updated from time to time) or other agreement between Customer and AWS governing Customer’s use of the Service Offerings (collectively, the “Customer Agreement”). The term “Service Offerings” in the preceding sentence has the meaning given in the Customer Agreement. Except as provided in this Agreement, Customer will not disclose Artifact Confidential Information to anyone without Amazon’s prior written consent. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Artifact Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

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

5. Disclosures to Governmental Entities. Customer may disclose Artifact Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Customer (i) gives

Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Customer’s compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Artifact Confidential Information so disclosed.

6. Ownership of Artifact Confidential Information. All Artifact Confidential Information will remain the exclusive property of Amazon. Amazon’s disclosure of Artifact Confidential Information 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, 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. Customer will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Artifact 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 Artifact Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Artifact Confidential Information. Customer will return or destroy all tangible materials embodying Artifact Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Artifact Confidential Information) promptly following Amazon’s written request.

9. Injunctive Relief. Customer acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Amazon as to which monetary damages may be difficult to ascertain or an inadequate remedy. Customer 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. Term; Termination. This Agreement is effective as of the date You first agree to its terms through AWS Artifact (the “Effective Date”), and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided that Customer’s obligations (i) with respect to the terms of the AWS Business Associate Addendum will survive indefinitely, and (ii) with respect to all other Artifact Confidential Information will survive for 5 years following termination of this Agreement. Sections 6, 9, 10, and 12 will survive indefinitely.

11. Scope. This Agreement covers all Artifact Confidential Information received by Customer prior and subsequent to the Effective Date of this Agreement. If Customer and Amazon have entered into a separate nondisclosure agreement regarding the use, disclosure, and ownership of confidential information disclosed by Amazon, then that separate nondisclosure agreement will apply instead of this Agreement, provided that “Confidential Information” (or equivalent term) as defined in that separate nondisclosure agreement covers at least the same information covered by Artifact Confidential Information, as defined in this Agreement.

12. Miscellaneous. This Agreement constitutes 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. Customer may not assign this Agreement without Amazon’s written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. 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 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, or certified mail. Notices to Customer will be delivered to the address set forth above. Notices to Amazon will be delivered, Attn. AWS General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206-266-7010.

13. Service Auditors. Customer (i) acknowledges and agrees that Customer does not acquire any rights against Amazon's Service Auditors in connection with Customer's receipt or use of any Report, and (ii) releases Amazon's Service Auditors from any and all claims or causes of action that Customer has now or in the future against Amazon's Service Auditors arising from any Report. This provision is intended to benefit Amazon's Service Auditors, who are entitled to enforce it. For the purposes of this Section 13, "Report" means any document that Amazon makes available through AWS Artifact (including, without limitation, SOC reports), and "Service Auditors" means any party other than Amazon or Customer that creates Reports for Amazon, or assists in Amazon's creation of Reports.