

MAIN SERVICES AGREEMENT

This Main Services Agreement ("Agreement") is effective as of the date of acceptance ("Effective Date") and is entered into by and between Amazon.com Services LLC and its affiliates ("Amazon") and Test ("Supplier"). By clicking "I accept," you (on behalf of yourself or the entity you represent) agree to be bound by the terms of this Agreement.

This Agreement consists of:

- The attached addenda ("Addenda"):
 - Addendum A: General Terms and Conditions
 - Addendum B: Form of Work Order
- Any applicable Orders
- Any applicable NDA

ADDENDUM A

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT.

1.1 Services. This Agreement evidences the parties' agreement with respect to the provision of services to be supplied under this Agreement by Supplier ("Services"). Supplier will provide the Services to Purchaser in accordance with the terms and conditions of this Agreement as the parties may from time to time agree and specify in Purchase Orders or Work Orders (both defined in Section 3.1) issued or signed by Purchaser (as defined below). Supplier will provide all equipment, software and supplies required to perform the Services.

1.2 Extension to Affiliates. Any Affiliate of Amazon will have the right to enter into Work Orders with or to issue Purchase Orders to Supplier under this Agreement (together, Amazon and any such Affiliate, the "Purchaser") and this Agreement will apply to each such Work Order and Purchase Order (each, an "Order") as if the Affiliate was a signatory to the Agreement. With respect to such Orders, such Affiliate becomes a party to this Agreement and references to Purchaser in this Agreement are deemed to be references to such Affiliate. Each Order is a separate obligation of the Purchaser entity or entities that execute(s) such Work Order or issue(s) such Purchase Order, and no other Purchaser entity has any liability or obligation under such Order. For purposes of this Agreement, "Affiliate" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

2. PRICE AND PAYMENT.

2.1 Price. Purchaser will pay Supplier for Services specified in a specific Order the amount specified in such Order. Prices and discounts for the Services are firm unless otherwise specified. Except as otherwise provided for in this Agreement, Supplier may not increase such prices during the term of this Agreement. Unless otherwise provided under this Agreement (or any Orders), charges for any Service of less than one month's duration shall be prorated at 1/30th of the applicable monthly charge for such Service for each calendar day of such part of the month. Supplier is entitled to no other compensation or reimbursement for or in connection with the Services. Except as expressly provided in this Agreement, Supplier will bear sole responsibility for all expenses incurred in connection with its performance under this Agreement. Unless otherwise elected by Purchaser, the price for any Service will be in the local currency of the country to which such Service is performed.

2.2 Quantity; Non-Binding Estimates. This Agreement does not obligate (a) Purchaser to engage Supplier to perform any Services or (b) Supplier to perform any Services until both parties have entered into an Order and then only to

the extent specified in the Order and subject to the terms of this Agreement. No Purchaser makes any representation or promise as to the amount of business Supplier can expect at any time under this Agreement. If Purchaser provides any estimates of its needs, the estimates are only for the parties' convenience and will not bind Purchaser. Purchaser will not be liable for any actions taken by Supplier based on any estimates. This Agreement is nonexclusive and Purchaser may purchase any products and services from any other seller or supplier.

2.3 Invoicing; Payment Terms. Unless otherwise agreed in a Work Order or Addendum, Services will be invoiced on a monthly basis in arrears. Purchaser will remit all properly payable amounts on any invoice within sixty (60) days following its receipt of such invoice or its acceptance of the corresponding Services, whichever is later. Each invoice will be in form and content reasonably acceptable to Purchaser and will contain reasonable detail describing the basis for the invoiced amounts, including a reference to the applicable Order, and a description of all Services performed, milestones met, agreed-upon reimbursable expenses, and the like. Supplier will furnish such receipts, documents and other supporting materials as Purchaser may reasonably request to verify the contents and accuracy of any invoice. Payments may be made according to Purchaser's then-current payment policies, which may include electronic payment. Payment of an invoice without asserting a dispute is not a waiver of any claim or right. Purchaser is not required to pay invoices received more than 120 days after performance of the Services covered by the invoice.

2.4 Taxes. Supplier may charge and Purchaser will pay applicable federal, national, state or local sales or use taxes or value added taxes that Supplier is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Supplier provides to Purchaser and Supplier's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Purchaser may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge and or collect the Taxes covered by such certificate. Purchaser may deduct or withhold any taxes that Purchaser may be legally obligated to deduct or withhold from any amounts payable to Supplier under this Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement to Supplier of amounts payable under this Agreement. Throughout the term of this Agreement, Supplier will provide Purchaser with any forms, documents, or certifications as may be required for Purchaser to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

2.5 Travel. If an Order provides for reimbursement of Supplier's expenses for travel ("Travel Expenses"), such Travel Expenses must be necessary for the delivery of the Services, reasonable, actual, documented and consistent with, and permitted under, Purchaser's travel policy. Purchaser reserves the right, exercisable in its sole discretion, to refuse reimbursement of any Travel Expenses that Purchaser reasonably determines is inconsistent, or incurred inconsistently with, Purchaser's travel policy. Supplier must separately identify each Travel Expense as a separate line item on Supplier's invoice. Upon request, Supplier shall provide documentation substantiating the Travel Expenses (e.g., photocopies or scans of original receipts). Supplier will maintain documentation substantiating the Travel Expenses, including original receipts, until the expiration of Purchaser's audit rights, if any, under this Agreement.

3. ORDERS.

3.1 Defined. "Purchase Order" means any written or electronic order issued by Purchaser to Supplier for the purchase of Services under this Agreement, which parties are not obligated to sign. "Work Order" means any written order signed and issued by Purchaser to Supplier for the purchase of Services under this Agreement. The agreed form of Work Order is attached as Addendum B to this Agreement. Services under a particular Order are called a "Project." For the avoidance of doubt, Purchaser may send Orders to Supplier by e-mail. If Supplier commences performance under this Agreement in the absence of an Order, and Purchaser accepts the Services in whole or part provided or performed by Supplier under such performance, this Agreement will nevertheless apply, unless the parties agree otherwise in a writing signed by both parties.

3.2 Acceptance. An Order is deemed to have been accepted and is binding on both parties if Supplier: (a) signs and returns it to Purchaser; (b) begins performance; or (c) acknowledges it by e-mail, facsimile, or any other commercially reasonable means.

4. TIME OF THE ESSENCE.

Time is of the essence in Supplier's performance under this Agreement. Supplier will, within twenty-four (24) hours after learning of any cause or condition that would delay the performance of any Service, notify Purchaser in writing of such anticipated or actual delay, the reasons for such delay, and the actions being taken by Supplier to overcome or minimize the delay. Supplier will not be liable for any delay in performance that is beyond its reasonable control ("Excusable Delay") provided it gives Purchaser timely written notice of such Excusable Delay and takes commercially reasonable measures to mitigate such Excusable Delay. Purchaser may terminate any Order at no charge and without liability as a result of any delay in performance that is not an Excusable Delay. Purchaser may terminate any Order affected by Excusable Delay at no

charge and without liability if such Excusable Delay continues for more than two weeks.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Services. Supplier represents, warrants and covenants to Purchaser the following: (a) the Services will be performed in a timely, professional, and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product (defined in Section 8.2), and/or other materials provided by or on behalf of Supplier (and Purchaser's exercise of its rights under this Agreement with respect to such Services, Work Product, and/or materials) will not infringe upon, violate or misappropriate any trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights in any country (collectively, "Proprietary Rights") of any third party; and (c) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws (as defined in Section 6.1).

5.2 Authority. Supplier represents, warrants, and covenants to Purchaser that Supplier has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, or Law that is violated by) its (a) execution and delivery of this Agreement, (b) performance of its obligations under this Agreement, and (c) granting to Purchaser all rights, title, and interests granted under this Agreement, free and clear of any and all agreements, liens, pledges, claims, mortgages, encumbrances, and rights and other interests of any party.

5.3 Correction. Supplier will promptly notify Purchaser of any noncompliance with any of the representations, warranties, and covenants set forth in this Section 5 or Section 6. Supplier, at Purchaser's written or electronic request, at no charge to Purchaser and without limiting any other rights or remedies that may be available to Purchaser, will promptly correct any Services that do not conform to any of the representations, warranties, and covenants set forth in this Section 5 or Section 6.

5.4 Trade Restrictions. Supplier represents and warrants that Supplier and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. Supplier will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology ("Items") to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including

any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

6. COMPLIANCE WITH LAWS; CODE OF CONDUCT AND OTHER POLICIES.

6.1 Compliance with Law. Each of Supplier, its Personnel and all Services will comply with all applicable laws, ordinances, regulations, rules, orders, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction (“Laws”). In addition, Supplier will (a) obtain and maintain all required licenses, permits and other authorizations relating to its performance under this Agreement, (b) file all reports relating to its performance under this Agreement required by Law (including tax returns), (c) pay all filing fees and taxes applicable to Supplier’s business as the same become due, and (d) pay all amounts required under any workers’ compensation acts, disability benefit acts, unemployment insurance acts, and any other employee benefit acts when due. Supplier understands that some of the software, technology or related information that Supplier and its Personnel may have access to may be subject to export control laws and regulations (the “Export Controlled Materials”). Supplier will not, without prior written approval from Purchaser, allow any of its Personnel to have access to or use of any Export Controlled Materials if such access or use would require an export license.

6.2 Anti-Bribery. Supplier acknowledges Amazon’s Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (as updated from time to time, the “Code of Conduct”) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Supplier will not violate or knowingly permit anyone to violate the Code of Conduct’s prohibition on bribery or any applicable anti-corruption Laws in performing under this Agreement.

6.3 Supplier Code of Conduct. In the performance of the Services, Supplier shall abide, and shall cause its Personnel to abide, by Amazon’s Supplier Code of Conduct posted at <https://sustainability.aboutamazon.com/amazon-supply-chain-standards-english.pdf> (as updated from time to time, the “Supplier Code”).

6.4 InfoSec Policy. Supplier shall comply with Amazon’s information security policy posted at <https://aws.amazon.com/legal/avsp/>, as updated from time to time (the “InfoSec Policy”, and together with the Code of Conduct and the Supplier Code, the “Amazon Policies”).

6.5 Failure to Comply. Amazon may immediately terminate or suspend performance under this Agreement if Supplier fails to comply with any of the Amazon Policies or Laws.

7. REMEDIES.

7.1 Certain Remedies. If any Services, including any work product, are found to be defective or not in conformity with the requirements of this Agreement or the applicable Order, including any warranties or specifications thereunder, Purchaser may in its sole discretion and at Supplier’s expense (a) require Supplier to promptly and satisfactorily correct any such Services, (b) take such actions as may be required to cure any such Services or Work Product, or (c) accept such Services as performed with an equitable reduction in price to account for the diminished value of such Services.

7.2 Injunctive Relief. Supplier acknowledges that any material breach of its obligations related to maintaining confidentiality, refraining from making public statements and conveyance or licensing of all Proprietary Rights by Supplier would cause Purchaser irreparable harm for which Purchaser has no adequate remedies at law. Accordingly, Supplier agrees that Purchaser is entitled to specific performance or injunctive relief for any such breach, without posting a bond or proving actual damages, and without prejudice to any other remedies that may be available to Purchaser.

8. WORK PRODUCT; LICENSES.

8.1 Retained Intellectual Property. Each party retains all right, title and interest (including all Proprietary Rights) in and to its Retained Intellectual Property. “Retained Intellectual Property” consists of each party’s concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that (a) exists prior to the Effective Date; or (b) are developed entirely independently by a party, at any time, (i) without any use, knowledge of, or reference to, the other party’s confidential information or other information obtained in connection with this Agreement, and (ii) do not constitute Work Product (as defined below).

8.2 Work Product. If Supplier delivers or is required to deliver, or otherwise produces, creates or develops, any work product in connection with the Services, including concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools or any other intellectual property (whether produced, created or developed by Supplier or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, “Work Product”), then

(a) Supplier will promptly disclose to Purchaser all such Work Product, and (b) Purchaser owns, or upon assignment by the creator will own, all right, title and interest (including all Proprietary Rights) in and to such Work Product. At any time upon request from Purchaser, and upon termination or expiration of this Agreement, Supplier will deliver to Purchaser all Work Product in tangible or electronic form.

8.3 Work for Hire; Assignment of Work Product. Work Product has been specially ordered and commissioned by Purchaser, and such Work Product is a “work made for hire” for copyright purposes, with all copyrights in the Work Product owned by Purchaser. To the extent that the Work Product does not qualify as a work made for hire under applicable Law, Supplier hereby irrevocably assigns to Purchaser (or to such of its Affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including all Proprietary Rights embodied or incorporated in the Work Product or developed in the course of Supplier’s production, creation or development of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by Supplier to the extent necessary to use the Work Product or combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Purchaser. Supplier will execute all applications, assignments or other documents of any kind and take all other legally necessary steps under the Law of any applicable jurisdiction or any international regime required for Purchaser to apply for, obtain, protect, perfect or enforce Purchaser’s rights, title and interest in the Work Product. Supplier will enter into agreements with its Personnel or any other party as necessary to establish Purchaser’s sole ownership in Work Product, and upon Purchaser’s request, Supplier will provide Purchaser with copies of such agreements. Supplier appoints Purchaser as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. To the extent that any digital or tangible property is transferred from Supplier to Purchaser under this Agreement, title to such digital or tangible property will transfer from Supplier to Purchaser upon receipt by Purchaser, provided that ownership of intellectual property in any Work Product vests in Purchaser upon creation or assignment of such Work Product, as set forth in this Section 8. For the transfer of any tangible property by Purchaser to Supplier, title will pass to Supplier upon delivery to common carrier.

8.4 License to Supplier’s Retained Intellectual Property. To the extent Supplier’s Retained Intellectual Property is embodied or incorporated in any Work Product, Supplier hereby grants Purchaser and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import Supplier’s

Retained Intellectual Property, (b) adapt, modify, and create derivative works of such Supplier’s Retained Intellectual Property, and (c) sublicense the foregoing rights. Supplier will enter into agreements with its Personnel or any other party as necessary to fully effect such license grant.

9. RISK OF LOSS FOR PURCHASER PROPERTY.

Supplier may not use or obtain possession or control of any property of Purchaser without Purchaser’s prior express written approval. Supplier will be liable for all loss or damage, other than ordinary wear and tear, to Purchaser’s property in Supplier’s possession or control. In the event of any such loss or damage, Supplier will pay Purchaser the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

10. RECORDS; AUDIT.

During the term of this Agreement and for three (3) years thereafter, Supplier will keep true and accurate books and records relating to this Agreement and its performance hereunder (collectively, “Records”). All Records will be kept in accordance with generally accepted auditing standards. At Purchaser’s request, Supplier will (a) provide Purchaser with access to, and permit Purchaser to examine, the Records, which may be accomplished, at Purchaser’s option, through electronic means, the delivery of copies of the requested Records to Purchaser’s designated address or onsite at Supplier’s facilities and (b) permit Purchaser or its designated representatives to inspect and audit (during normal business hours) Supplier’s and its Subcontractors’ facilities, processes, systems and workplace conditions for compliance with this Agreement and Amazon Policies. Purchaser may make and retain copies of all Records examined regardless of which method of access to Records Purchaser selects and may document (including through photography and videography) the results of any inspection or audit. If any examination or audit reveals that Supplier or any of its Subcontractors has failed to comply with any material obligation under this Agreement or any Amazon Policy, Supplier will cure the noncompliance within the time period instructed by Amazon.

11. INDEPENDENT CONTRACTOR; SUPPLIER PERSONNEL.

11.1 Relationship. Supplier will perform under this Agreement as an independent contractor of Purchaser, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Supplier and Purchaser. Supplier will not represent itself to be an employee, representative or agent of Purchaser. Supplier will have no authority to enter into any agreement on Purchaser’s behalf or in Purchaser’s name or otherwise bind Purchaser to any agreement or obligation.

11.2 Personnel. Supplier will retain: (a) full control over the manner in which it performs all Services provided to Purchaser; (b) exclusive control over its

employees, representatives, contractors, subcontractors, and agents (“Personnel”); (c) exclusive control over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions; and (d) exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge, and adjust grievances with its Personnel. Supplier is solely responsible for all salaries and other compensation of its Personnel who provide Services to Purchaser, and for making all deductions and withholdings from its employees’ salaries and other compensation and paying all contributions, taxes, and assessments. Supplier and Supplier’s Personnel are not entitled to and are not eligible to participate in any workers’ compensation, retirement, insurance, stock options, or any other benefits afforded to employees of Purchaser. Supplier will be solely responsible for all theft, damage, and/or misconduct related to Supplier’s Personnel.

11.3 Acceptance and Removal of Supplier Personnel. Notwithstanding anything to the contrary in Section 11.1, all Supplier’s Personnel assigned to perform Services under this Agreement will (a) be subject to the background check, drug testing and other procedures and requirements set forth in Amazon’s Global Personnel Suitability Requirements posted at <https://aws.amazon.com/legal/global-personnel-suitability-requirements/> (as the same may be updated from time to time), and (b) be subject to interview and acceptance by Purchaser in Purchaser’s sole discretion. Purchaser in its discretion may request removal of any of the Supplier’s Personnel providing Services under this Agreement, including any Supplier Personnel performing Services on Purchaser’s premises, and Supplier will remove and promptly replace such Personnel in accordance with each such request. Supplier will manage the transition of replacement Personnel to minimize impact on services. If Services are charged on a time and materials basis, Supplier will not charge Purchaser for time spent facilitating the transition of replacement Personnel (e.g., project background or knowledge transfer).

11.4 On-Site Services. To the extent Supplier is performing Services on Purchaser premises or otherwise accesses or uses such premises, Supplier will abide by and cause its Personnel to abide by all rules, restrictions, regulations, policies, procedures and guidelines, including safety, health, environmental, and hazardous material management rules, rules prohibiting misconduct, use of physical aggression against persons or property, harassment, or theft and all applicable Law of Purchaser or the owner, landlord and/or manager of the property (“Owner”) on which Services are to be performed (collectively, “Rules”). Supplier will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs to ensure the safe provision or performance of the Services, and will control, supervise, and direct its Personnel and the means, methods, techniques, sequences, and procedures used.

12. INSURANCE.

12.1 General. In addition to any specific insurance coverage that may be required by a particular Addendum, Supplier will obtain and maintain the following:

(A) “Commercial General Liability” insurance, including products/completed operations, broad form property damage, contractors protective liability, and broad form blanket contractual, advertising, and personal injury liability, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate;

(B) “Business Automobile Liability” insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless Supplier only uses private passenger automobiles on Purchaser’s premises, in which case not less than \$500,000 per occurrence is acceptable;

(C) “Workers’ Compensation” insurance, including coverage for all costs, benefits, and liabilities under workers’ compensation and similar Laws that may accrue in favor of any person employed by Supplier, in all states where Supplier provides Services, and “Employer’s Liability” insurance with limits of liability of not less than \$1,000,000; and

(D) “Fidelity Bond,” or similar policy, covering employee dishonesty with limits of not less than \$500,000 per loss.

12.2 Professional Liability/Errors and Omissions. If Supplier is providing professional or consulting services, Supplier will also maintain “Professional Liability” or “Errors and Omissions” insurance with limits of not less than \$1,000,000 per claim, with a retroactive date no later than the date the Services commenced and coverage to continue for a period of not less than two (2) years after all Services are completed.

12.3 Policies. The following provisions apply to the required insurance coverages set forth above and all required insurance coverages that are set forth in any applicable Addenda:

(A) Supplier will purchase the insurance required above from companies having a rating of A-/VII or better in the current Best’s Insurance Reports published by A. M. Best Company, Inc. Supplier will cause each insurance policy to provide that it will remain in effect and that the coverage limits will not be reduced below the minimum amounts required by this Agreement or cancelled without at least thirty (30) days prior written notice from the insurance carrier to Purchaser and, if applicable, Owner.

(B) Supplier may satisfy the minimum limits requirements of this Section by any combination of primary liability and umbrella excess liability coverage that results in

the same protection to Supplier and the Purchaser Additional Insureds (defined in Section 12.3(D)). To satisfy the insurance requirement for non-owned and hired vehicles, Supplier may extend its Commercial General Liability insurance to provide insurance for such vehicles.

(C) The policies required above must be on an occurrence basis, other than the required policies set forth in Section 12.2 above, which may be on a claims-made basis.

(D) Supplier will cause Purchaser and its Affiliates, and their respective officers, directors, employees, successors, assigns and agents of Purchaser, its Affiliates, and Owner (on request of Purchaser), to be named as additional insureds ("Purchaser Additional Insureds") on the Commercial General Liability and Business Automobile Liability policies above, with the standard separation of insureds provision or an endorsement for cross-liability coverage.

(E) Other than the required policies set forth in Section 12.2 above, Supplier will cause each of its policies of insurance to waive of any right of subrogation on the part of the insurer against Purchaser, its officers, directors, employees, agents, and contractors (to the extent permitted by Law). The insurance maintained by Supplier pursuant to this Agreement will be primary to, and without any right of contribution from, any other insurance that may be available to Purchaser.

12.4 Submission of Certificate of Insurance.

Supplier will submit certificates of insurance for the coverages required by above and any Addenda to Purchaser by the Effective Date and at each insurance policy renewal thereafter. Certificates will be mailed to Purchaser at Corporate Risk Management, P.O. Box 81226, Seattle, WA 98108-1226 or by e-mail to coi@amazon.com and, if applicable, Owner, at such address as it may so designate.

12.5 Other Obligations. The existence of Supplier's insurance policies, or Purchaser's approval thereof, does not relieve or limit any of Supplier's other obligations under this Agreement.

13. DEFENSE AND INDEMNIFICATION.

13.1 Defense Against Claims. Supplier will defend Purchaser, its Affiliates, the officers, directors, employees, successors, assigns, and agents of Purchaser and its Affiliates, and, if applicable, Owner (collectively, "Indemnified Parties") against any allegation or claim that directly or indirectly arises out of or relates to:

(A) Supplier's breach of any of its warranties, representations, and obligations in this Agreement;

(B) any act or omission by Supplier or Supplier's Personnel, including the negligent acts or omissions, willful misconduct, or strict liability thereof;

(C) any infringement or misappropriation of any Proprietary Right resulting from any Services, Work Product, and/or other materials provided by or on behalf of Supplier or resulting from Purchaser's exercise of its rights under this Agreement with respect to such Services, Work Product, and/or materials; or

(D) any personal or bodily injury (including death) or damage to property caused by any of the Services or by any act or omission of Supplier or its Personnel in connection with the provision of the Services (individually, a "Claim", and collectively, the "Claims").

13.2 Indemnification. Supplier will indemnify and hold harmless each Indemnified Party against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys' fees and legal expenses) incurred by that Indemnified Party relating to any Claim.

13.3 Process. Purchaser will give Supplier reasonable notice of each Claim for which it wants indemnity, provided that failure to provide such notice will not release Supplier from any obligations hereunder except to the extent that Supplier is materially prejudiced by such failure. Purchaser will also give Supplier its reasonable cooperation in the defense of each Claim, at Supplier's expense. Supplier will use counsel reasonably satisfactory to Purchaser to defend each Claim. An Indemnified Party may participate in the defense at its own expense. If at any time Purchaser reasonably determines that any Claim might adversely affect any Indemnified Party, then, without limiting Supplier's indemnification obligations, Purchaser may take control of the defense of the Claim, and in such event Purchaser and its counsel will proceed diligently and in good faith with that defense. Supplier will not settle any Claim without the Indemnified Parties' prior written consent, which may not be unreasonably withheld. Supplier will see that any settlement it makes of any Claim is made confidential, except where not permitted by Law. Supplier's duty to defend is independent of its duty to indemnify.

13.4 Waiver of Certain Immunities, Defenses, and Protections Relating to Employee Injuries. In connection with any action to enforce Supplier's obligations under this Section 13 with respect to any Claim arising out of any bodily injury (including death) to an employee of Supplier, Supplier waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar Laws (including the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). This Section 13.3 will not be interpreted or construed as a waiver of Supplier's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

14. CONFIDENTIALITY; PUBLICITY.

14.1 NDA and Confidentiality Obligations. The parties will comply with the terms of any nondisclosure agreement between Supplier and Purchaser (or Affiliate of Purchaser) (“NDA”). If no such agreement exists, Supplier and its representatives (a) will protect and keep confidential the existence of this Agreement (including all Orders), its terms and conditions and any other information obtained from Purchaser in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Purchaser’s technology, customers, business plans, marketing activities, and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Purchaser promptly upon the termination of this Agreement. All such information will remain Purchaser’s exclusive property, and Supplier will have no rights to use such information except as expressly provided herein.

14.2 Purchaser Marks; Publicity. Supplier will not use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Purchaser or any of its Affiliates in any manner (including any use in any client list, press release, advertisement, or any other marketing or promotional material) without prior written authorization of such use by a Vice President of Purchaser. Supplier will not issue any press releases, publicity, or make any other disclosures regarding this Agreement or its terms or the nature or existence of any relationship between the parties.

15. TERM AND TERMINATION.

15.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated pursuant to this Section 15, will continue for one (1) year. Thereafter, this Agreement will be automatically extended on a month-to-month basis until either party terminates this Agreement pursuant to this Section 15 or by providing at least 180 days prior written notice of termination to the other party.

15.2 Termination for Convenience. Purchaser may terminate or modify any Order for Services or any portion thereof, with or without cause, by giving at least ten (10) days’ prior written notice to Supplier. Upon any such termination, Purchaser is only liable to pay for Services performed and liabilities incurred prior to expiration or termination; provided, that if the fee set forth in the Order is a fixed amount, Purchaser will pay the fee to the extent the Order is complete. Upon modification of an Order, if such modification results in an increase or decrease in the parties’ best estimate of the time or expense required to perform the remaining Services

and Supplier provides Purchaser with prompt advance notice of such change in time or expense, Purchaser and Supplier will equitably adjust the schedules and/or the compensation payable for the performance of such Services to reflect the increase or decrease.

15.3 Termination for Cause.

(A) By Purchaser. Purchaser may cancel any or all Orders it has executed or issued under this Agreement and/or terminate the Agreement in its entirety immediately upon Supplier’s material breach, including any permanent, long-term or temporary suspension or interruption of the Services by Supplier or any of its Personnel due to any cause, under any Order executed or issued by any Purchaser by providing written notice to Supplier specifying the breach in reasonable detail.

(B) By Supplier. Supplier may cancel an Order upon Purchaser’s material breach under such Order and Purchaser’s failure to cure such breach within thirty (30) days after receipt of written notice to Purchaser specifying the breach in reasonable detail. If Supplier is canceling, or has cancelled, the last remaining Order pursuant to this Section, Supplier may also terminate this Agreement in its entirety by providing written notice of such termination (specifying the effective date of such cancellation or termination) to Purchaser and such termination will be effective no less than thirty (30) days after such written notice.

15.4 Termination for Insolvency. Either party may terminate this Agreement: (a) upon the filing of any voluntary petition by the other party under any bankruptcy Laws; (b) upon the filing of any involuntary petition against the other party under any bankruptcy Laws that is not dismissed within sixty (60) days after filing; (c) upon any appointment of a receiver for all or a substantial portion of the other party’s business or operations; or (d) upon any assignment of all or substantially all the assets of the other party for the benefit of creditors.

15.5 Effect of Termination. Upon receipt or delivery (as applicable) of a termination notice under this Section 15, Supplier shall take the following actions: (i) stop Services to the extent relating to the terminated portion of this Agreement or applicable Order; (ii) take all commercially reasonable actions to limit amounts for which Purchaser may be responsible in connection with this Section 15, and (iii) deliver to Purchaser any and all property of Purchaser that is in Supplier’s possession or control. In connection with the termination or expiration of this Agreement for any reason, Supplier will provide reasonable assistance to Purchaser in order to enable and facilitate an orderly transition of the Services to Purchaser or to another vendor.

15.6 Survival. The provisions of this Agreement relating to remedies, cross border sales and returns, compliance with laws, risk of loss of Purchaser’s property,

representations and warranties, indemnification, confidentiality, effect of termination, survival, and additional provisions (together with all other provisions hereof, including all Addenda and other attachments hereto, that reasonably may be interpreted as surviving cancellation, termination or expiration of this Agreement) will survive the cancellation, termination, or expiration of this Agreement.

16. ADDITIONAL PROVISIONS.

16.1 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, email, or personal delivery. Notices to Amazon will be delivered to: Amazon.com, Inc., 410 Terry Ave., N., Seattle, WA 98109-5210 if by courier, or P.O. Box 81226, Seattle, WA 98108-1226 if by mail, Attention: General Counsel; Email: contracts-legal@amazon.com. Notices to Supplier will be delivered to the address Supplier last provided to Amazon, or if no such address was provided, to any published Supplier address that Amazon selects. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, (d) on the business day after sending by facsimile with electronic confirmation to the sender, or (e) on the business day the notice is sent by email.

16.2 Cumulative Rights. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

16.3 Exclusion of Certain Damages. PURCHASER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF IT HAS NOTICE OF THAT THOSE KINDS OF DAMAGES MAY OCCUR.

16.4 Setoff. Notwithstanding any other provision of this Agreement, Purchaser may delay or withhold payment of any sums due and payable to Supplier or its Affiliates, in whole or in part, on account of any failure of Supplier to perform in accordance with this Agreement or for other reasonable cause (including to offset any damages, costs, or expenses incurred by Purchaser on account of any default by Supplier with respect to any representations, warranties, or obligations set forth in this Agreement).

16.5 Assignment and Subcontracting.

(A) Supplier will not assign any part or all of this Agreement without Purchaser's prior written consent. Any attempt by Supplier to assign in violation of this Section is void in each instance. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the parties and their respective successors and permitted assigns.

(B) Notwithstanding anything to the contrary in Section 11.1, Supplier will not subcontract or delegate any of its obligations under this Agreement to any subcontractors, Affiliates, or delegates ("Subcontractors") without Purchaser's prior written consent. Notwithstanding such consent, Supplier is responsible for the full performance of its obligations under this Agreement and for its Subcontractor(s)' compliance with the terms of this Agreement.

(C) Purchaser may direct Supplier to send invoices for any Order issued under this Agreement to a "bill to" entity and address that is different from the "ship to" entity and address. Those directions will not alter the responsibility of Purchaser to pay all properly payable amounts on any such invoice in accordance with the terms of the Order and this Agreement if the "bill to" entity does not pay those amounts as set forth in this Agreement. Alternatively, Purchaser may assign any Order issued under this Agreement to a lessor or other third party by providing written notice to Supplier.

16.6 Waivers and Remedies. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision.

16.7 Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstance will at any time or to any extent be determined to be invalid or unenforceable under any provision of applicable Law, to the full extent the applicable Law may be waived, it is hereby waived. To the extent such Law cannot be waived, the invalid or unenforceable provision will be replaced by a valid provision which comes closest to the intentions of the parties to this Agreement. In case such replacement provision cannot be agreed upon, the invalidity of the provision in question will not affect the validity of any other provision or this Agreement as a whole, unless the invalid provision is of such essential importance that it can be reasonably shown that the parties would not have entered into this Agreement without the invalid provision.

16.8 Governing Law; Venue; Jurisdiction. This Agreement is governed by the substantive Laws of the state of Washington, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in King County, Washington. Supplier irrevocably submits to those courts' venue and jurisdiction. Supplier waives all defenses of lack of personal jurisdiction and forum non-conveniens. A final

judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

16.9 Construction; Standard Forms.

(A) The section headings of this Agreement are for convenience only and have no interpretive value. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. The words “include,” “includes” and “including” will be deemed to be followed by “without limitation.” Each party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter. The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall not be exclusive. The phrase “to the extent” shall mean the degree to which a subject or other matter extends, and such phrase shall not simply mean “if.” Where a word is defined herein, references to the singular shall include references to the plural and vice versa. All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided. All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(B) Either party may use its standard business forms or other communications to administer transactions under this Agreement, but use of such forms is for the parties’ convenience only and does not alter the provisions of this Agreement. Any terms or conditions that are preprinted in such forms or that are included in an Order acknowledgement are null, void, and of no effect.

(C) Purchaser will not be bound by, and specifically objects to, any provision that is different from or in

addition to the provisions of this Agreement (whether proffered by Supplier verbally or in any quotation, invoice, software license, shipping document, acceptance, confirmation, correspondence, or otherwise), unless such provision is specifically agreed to in a writing signed by Purchaser.

16.10 Entire Agreement; Precedence; Amendment.

(A) This Agreement, together with the NDA, all Addenda and other attachments, and all Orders issued hereunder, which are incorporated in and made a part of this Agreement, constitute the entire agreement between the parties with respect to the subject matters hereof and supersedes any previous or contemporaneous oral or written agreements, understandings, request for proposals or quotations, and discussions regarding such subject matters.

(B) In the event that any conflict exists between the terms and conditions of this Agreement and any other terms and conditions attached to or incorporated into this Agreement as an Addendum or other attachment that cannot be resolved on the face of such documents, then the terms of the Addendum or attachment, as the case may be, will control with respect to the subject matter of the applicable Addendum; provided, however, if an Order references or incorporates a proposal from Supplier, such proposal is referenced or incorporated solely for purposes of defining the scope, pricing, and schedule for such Services, and any terms set forth in the body of this Agreement or Addendum shall supersede any contrary terms set forth in or referenced by such proposal.

(C) This Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.

You warrant that you are authorized to accept the terms of this Agreement on behalf of yourself or the entity you represent.

REMAINDER OF PAGE INTENTIONALLY BLANK

ADDENDUM B

WORK ORDER EFFECTIVE ____

This Work Order is entered into on ____ and made a part of the governing Services Agreement between [Amazon Entity] and the Supplier noted therein, with an effective date of ____ (the "Agreement"), to apply to the Purchaser entity noted below (for purposes of this Work Order, "Purchaser") for the Project described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

1. DESCRIPTION OF PROJECT SERVICES:

Any change to Supplier's scope of work must be authorized in writing by both parties, and in the case of Purchaser, is binding only if signed by an Authorized Representative of Purchaser.

2. GENERAL DESCRIPTION OF WORK PRODUCT/DELIVERABLES:

3. LOCATION(S) WHERE SERVICES WILL BE PROVIDED:

4. START DATE OF SERVICES:

5. REQUIRED COMPLETION DATE:

6. SUPPLIER FEES/PAYMENT TERMS:

Purchaser will pay Supplier \$____, option: with an aggregate total not to exceed \$____, including any pre-approved costs and taxes for the Services performed by Supplier in accordance with the Agreement.

Purchaser will pay Supplier the amount above in accordance with the delivery of deliverables as set forth above OR after completion of the Services and acceptance by Purchaser, subject to receipt of Supplier's invoice. The invoice will be in a form and content reasonably acceptable to Purchaser and will contain sufficient information to allow Purchaser to determine the accuracy of the amounts billed. Payment terms are net sixty (60) days of receipt of invoice and acceptance of Services by Purchaser, provided that a two percent (2%) discount will apply to amounts due and owing to Supplier and paid by Purchaser within ten (10) days of Purchaser's receipt of the applicable invoice for such amounts.

This Work Order is entered into as of the Start Date set forth above.

Purchaser:

Supplier:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____