

ORIGINAL

318-01610

NONDISCLOSURE AGREEMENT

COMPANY: Complete BOX below and FAX to (206) 266-7010 or e-mail to contracts-legal@amazon.com.

Company Name: <u>County of El Dorado</u>	Address: <u>360 Fair Lane</u>
By (signature): <u>[Signature]</u>	<u>Placerville, CA 95667</u>
Printed Name: <u>Ron M. KULGO</u>	Fax No.: <u>530-622-3645</u>
Title: <u>Chair</u>	Email Address: <u>edc.lob@edc.gov.us</u>
Date Signed: <u>2/9/10</u>	

This Nondisclosure Agreement (this "Agreement") is entered into by Company for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon"). In connection with Company's provision or acquisition of products, services, or content to or from Amazon, Company may receive information on Amazon's operations and businesses. In consideration of the receipt of such information, the Company agrees as follows:

- 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 all nonpublic information relating to Amazon or disclosed by Amazon or its Affiliates to the above-referenced company, its Affiliates or agents of any of the foregoing (collectively, "Company") 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.
- Exclusions.** 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 Company at the time of its receipt from Amazon, (iii) is disclosed to Company 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 Company without reference to any Confidential Information.
- Use of Confidential Information.** Company may use Confidential Information only in pursuance of its business relationship with Amazon. Except as provided in this Agreement, Company will not disclose Confidential Information to anyone without Amazon's prior written consent. Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
- Company Personnel.** Company will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors 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 this Agreement. Company will ensure that its employees, subcontractors and Affiliates comply with this Agreement.
- Disclosures to Governmental Entities.** Company may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Company (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Company'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 Confidential Information so disclosed.
- 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 Company of any rights to or under Amazon's patents,

copyrights, trade secrets, trademarks or other intellectual property rights. Company 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).

- Notice of Unauthorized Use.** Company will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Company 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.
- Return of Confidential Information.** Company 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.
- Injunctive Relief.** Company 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. Company 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.
- Scope; Termination.** This Agreement covers Confidential Information received by Company prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received 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 Company's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement 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.
- 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. Company 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 certified mail. Notices to Company will be delivered to the address set forth above. Notices to Amazon will be delivered, Attn. General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206/266.7010.

