NONDISCLOSURE AGREEMENT (AGENCY)

AGENCY: Complete BOX below and provide signed copy to your Amazon contact.

Agency Name: City of Austin	
By (signature): David Colligan	Address: 301 W. 2nd Street, Suite 2030, Austin, TX 78701
Printed Name: David Colligan	
Title: Manager of Global Business Expansion	Fax No.: (512) 974-7825
Date Signed: 9/28/17	Email Address: david.colligan@austintexas.gov

This Nondisclosure Agreement (this "Agreement") is entered into by Agency for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon"). In connection with Amazon's evaluation of various sites for operations and businesses, Agency may receive information on Amazon's operations and businesses. In consideration of the receipt of such information, Agency agrees as follows:

1. **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 to the above-referenced agency, its Affiliates or agents of any of the foregoing (collectively, "Agency") 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 this Agreement, (ii) can be shown by documentation to have been known to Agency at the time of its receipt from Amazon, (iii) is disclosed to Agency 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 Agency without reference to any Confidential Information.

3. **Use of Confidential Information.** Agency may use Confidential Information only in pursuance of its business relationship with Amazon. Except as provided in this Agreement, Agency will not disclose Confidential Information to anyone without Amazon's prior written consent. Agency 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.

4. **Agency Personnel.** Agency will restrict the possession, knowledge and use of Confidential Information to each of its employees 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. Agency will ensure that its employees comply with this Agreement.

5. **Permitted Disclosures.** Agency may disclose Confidential Information as required to comply with applicable public disclosure or open records laws (collectively, "Laws"). Prior to making any such disclosure, however, Agency shall (i) give Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Agency's compliance would cause it to violate any Laws), and (ii) disclose only such information as is required under those Laws.

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 Agency of any rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Agency will not use any trade name, trademark, logo or any other proprietary rights of Amazon in any manner without prior written authorization of such use by a Vice President of Amazon.com, Inc. (or its applicable Affiliate).

7. **Notice of Unauthorized Use.** Agency will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Agency 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.** Agency 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.** Agency 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. Agency 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. **Scope; Termination.** This Agreement covers Confidential Information received by Agency 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 Agency's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 5, 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.

11. **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. Agency 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 Agency 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.

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Agency Name: City of Austin	
By (signature): Julia Campbell	Address: 302 W. 2nd Street, Suite 2030, Austin, TX 78701
Printed Name: Julia B. Campbell	
Title: Business Development Program Manager	Fax No.: 512-974-7825
Date Signed: 9/29/2017	Email Address: julia.b.campbell@austintexas.gov

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