MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement"), effective as of _12-10-2018_ (the "Effective Date"), is made between Amazon.com, Inc., a Delaware corporation ("Amazon.com"), and _Arlington County Government_ corporation ("Company"). In connection with the parties' commercial relationship or discussions about a possible relationship or transaction (the "Relationship"), each party may receive confidential information from the other party. Accordingly, Amazon.com and Company hereby agree as follows:

1. Affiliates; Confidential Information. The term "Affiliate" means, with respect to either party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, and the term "Confidential Information" means all nonpublic information concerning the Relationship disclosed by either party, its Affiliates, or their agents (as applicable, such entities collectively, the "Disclosing Party") to the other party, its Affiliates, or their agents (collectively, the "Receiving Party") 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. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the nature, content and existence of a Relationship, discussions or negotiations between the parties.

2. Exclusions. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports), (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party, (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or (iv) is independently developed by the Receiving Party without use of any Confidential Information.

3. Use and Disclosure of Confidential Information. The Receiving Party will use Confidential Information only in connection with the Relationship. Except as provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.

4. Receiving Party Personnel; Affiliates. The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the Relationship, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement. Each of Amazon.com and the Company will ensure that its Affiliates comply with this Agreement.

5. Disclosures to Governmental Entities. The Receiving Party may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it or as otherwise required by law.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of such other party.

7. Notice of Unauthorized Use. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. Subject to compliance with orders of governmental entities that have jurisdiction over it or as otherwise required by law, the Receiving Party will return or destroy all tangible

materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request.

9. **Injunctive Relief.** The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party 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 disclosed by the Disclosing Party on and after the Effective Date. This Agreement automatically will terminate upon the earlier of (i) termination of all written agreements between the parties or their Affiliates regarding the Relationship, or (ii) if no agreements are executed, termination of discussions between the parties or their Affiliates regarding the Relationship or delivery of written notice terminating this Agreement; provided, however, that (i) each party's obligations with respect to the other party's Confidential Information will survive for three (3) years following termination, and (ii) Sections 6, 9, 10, and 11 will survive indefinitely.

11. **Miscellaneous.**

11.1 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supercedes all prior communications and agreements between the parties with respect thereto. This Agreement may be amended, modified, or waived only with the mutual written consent of the parties hereto. This Agreement will not be assignable by either party without the prior written consent of the other party; provided that prior written consent will not be required for any assignment by a party to an Affiliate. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

11.2 The Disclosing Party acknowledges that the Receiving Party may now have, or in the future may develop or receive, information that is the same as, or similar to, Confidential Information without having breached this Agreement. Nothing in this Agreement (a) prevents the Receiving Party from using, for any purpose and without compensating the Disclosing Party, information retained in the memory of the Receiving Party's Personnel who have had access to Confidential Information or (b) obligates the Receiving Party to restrict the scope of employment of the Receiving Party's

Personnel; provided, however, that this section does not create a license under any copyright or patent of the Disclosing Party.

11.3 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

11.4 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 located in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts.

11.5 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, electronic mail, or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end this Agreement.

The parties have executed this Agreement as of the Effective Date.

Amazon.com, Inc.

By: _____ , its _____

Print Name: _____

Date Signed: _____
Courier: 410 Terry Ave. N., Seattle, WA 98109-5210
Mail: P.O. Box 81226, Seattle, WA 98108-1226
Email: contracts-legal@amazon.com
Attention: General Counsel

Company: _Arlington County Dept. of Technology_
By: _Jack Belcher_ , its _CIO/Director Server_
Print Name: _JACK BELCHER_
Date Signed: _December 10, 2018_
Mail: _Suite 612, 2100 Clarendon Blvd, Arlington, Va 22201_
Email: _JBelcher@ArlingtonVa.US_
Attention: _Jack Belcher_

Mutual Nondisclosure Agreement
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