

## Amazon Utility Patent Neutral Evaluation Agreement

This Amazon Utility Patent Evaluation Agreement (“Agreement”) is between the Patent Owner (or Patent Owner’s authorized representative) listed in Exhibit 1 and the Seller or Sellers (or their authorized representative(s)) listed in Exhibit 2 (collectively, “Participants”).

Amazon.com, Inc. (“Amazon”) has developed the Amazon Utility Patent Neutral Evaluation Procedure (“Procedure”) for owners of United States utility patents to obtain an evaluation of their patent infringement claims against products offered by third-party sellers on amazon.com (“Evaluation”). By executing this agreement, the Patent Owner represents and warrants that it owns or has the right to enforce the patent identified in Exhibit 1 (“Patent”), and asserts that listings identified by the Amazon Standard Identification Numbers (“ASINs”) in Exhibit 1 (“Products”) infringe the patent claim identified in Exhibit 1.

By respectively executing Exhibits 1 and 2, Patent Owner and Seller agree as follows:

- 1. Following the Evaluation Procedure.** Patent Owner and Seller have reviewed and agree to comply with the Procedure. Patent Owner agrees to accurately complete Exhibit 1, and Seller agrees to accurately complete Exhibit 2.
- 2. Confidentiality; No Discovery.** Participants agree not to disclose to third parties information or documents learned from other Participants, Amazon, or Evaluator in the Evaluation, except to their legal counsel or as required by law. Participants agree not to seek discovery from other Participants, Amazon, or Evaluator relating to the Evaluation in any litigation, arbitration, or agency proceeding.
- 3. Waiver of Claims.** Participants acknowledge and agree that neither Amazon nor Evaluator shall be liable for any claims arising out of the Procedure or Evaluation, and Participants hereby waive any claims (including claims that are unknown or are based on activities that have not yet occurred) against Amazon or Evaluator relating to the Procedure or Evaluation; provided that, the foregoing shall not be deemed to waive any rights or claims of a Participant to receive a refund of amounts paid by a Participant that should be returned to a Participant pursuant to the rules of the Procedure. Participants agree that Amazon’s liability to any Participant relating to the Evaluation is limited to any payment made by that Participant to the Evaluator. Participants agree not to sue Amazon or related parties for infringement of the Patent with respect to the ASINs listed on Exhibit 1 or materially identical products. Nothing in this Agreement shall limit a Participant’s ability to sue any Seller or other third party for infringement of the Patent.
- 4. Updating Participant’s Information.** Contact during the Evaluation will occur through the email addresses listed in Exhibits 1 and 2. It is each Participant’s responsibility to ensure that its email address and other information in Exhibits 1 and 2 remain accurate and current.
- 5. General Matters.** This Agreement shall be governed by the laws of the state of Washington, USA, and Participants agree to the jurisdiction and venue of the federal and state courts located in King County, Seattle, Washington. Any dispute regarding this Agreement may be submitted to the Evaluator, and if not resolved by the Evaluator may only be resolved by Amazon, in its sole discretion. Participants may not assign their rights or obligations under this Agreement. This Agreement does not create any partnership or any fiduciary relationship between or among the Participants, the Evaluator and Amazon. No third party is intended to be a beneficiary of this Agreement, except that the parties agree and acknowledge that the Evaluator is a third-party beneficiary of Sections 2 and 3 of this Agreement. This Agreement and the Amazon Utility Patent Neutral Evaluation Procedure are the entire agreement for the Evaluation and supersede any prior agreements related to the Evaluation.

**Exhibit 1: Patent Owner-Supplied Information**

Patent Owner name:

Patent Owner physical address:

Names of any corporate parents, subsidiaries, or other entities related to Patent Owner:

Name of individual contact for Patent Owner or Patent Owner’s authorized representative:

Email Address for contact (this email address will be used by the Evaluator and Amazon for communications related to the Evaluation):

United States utility patent number (“Asserted Patent”) for Evaluation:

Patent Claim number for Evaluation:

Amazon Standard Identification Numbers (ASINs) of Accused Products:

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Signature

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Name

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Title

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Date

**Exhibit 2: Seller-Supplied Information**

Seller name:

Seller physical address:

Names of any corporate parents, subsidiaries, or other entities related to Seller:

Name of individual contact for Seller or Seller's authorized representative:

Email Address for contact (this email address will be used by the Evaluator and Amazon for communications related to the Evaluation):

Amazon Standard Identification Numbers (ASINs) of Accused Products for which Seller will participate in the Evaluation:

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Signature

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Name

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Title

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Date