

AMAZON BRAND ANALYTICS TERMS & CONDITIONS

Welcome to Amazon Brand Analytics (the "**ABA Service**"). The ABA Service is provided by the applicable Amazon Contracting Party and any of its applicable Affiliates as defined in the Amazon Brand Registry Terms of Use ("**Amazon**", "**we**", "**our**", or "**us**"). Any person or entity ("**you**" or "**your**") who uses the ABA Service is subject to the terms below (the "**Agreement**") and, as applicable, the terms governing the sale of your products to or through us or our affiliate entities (the "**Selling Partner Agreement**," which includes, for example, the Amazon Brand Registry Terms of Use, Vendor Terms and Conditions or the Amazon Services Business Solutions Agreement). To the extent there is a conflict between the Selling Partner Agreement and this Agreement regarding your use of the ABA Service, the terms of this Agreement control.

1. How the ABA Service works.

Through the ABA Service you may have access to data ("**ABA Information**") relating to the sales and promotion of products through the applicable Amazon website. ABA Information may be available via a website or other online channel ("**ABA Site**"). We may change the content, format or update frequency of the ABA Information or the ABA Site at any time for any reason.

2. Term.

Either party has the right to terminate this Agreement immediately by giving notice to the other. Your license to use the ABA Information or access the ABA Site is revoked immediately upon termination of this Agreement.

3. Ownership and Use Rights and Obligations.

We own all right, title and interest in and to the ABA Information. We grant to you a limited, revocable, non-transferable, non-exclusive, license during the term to use any ABA Information solely for your internal business purposes (the "**Permitted Business Purposes**"). You will comply with all technical requirements and security measures required by us. You will promptly notify us if you become aware of any improper use, security risk or breach related to the ABA Site.

4. Confidentiality.

(a) Restricted use and disclosure. In addition to any confidentiality obligations you may have in your Selling Partner Agreement or any other Nondisclosure Agreement with Amazon, You will: (i) keep the ABA Information confidential, (ii) use the ABA Information only for the Permitted Business Purposes, and (iii) take all reasonable measures to avoid disclosure or unauthorized use of the ABA Information, including, at a minimum, those measures you take to protect your own confidential information. You acknowledge that disclosure or use of any ABA Information in violation of this Agreement could cause irreparable harm to us for which monetary damages may be an inadequate remedy, and therefore agree that Amazon will have the right to seek injunctive relief for any violation of this Agreement.

(b) Personnel. You will restrict access to and use of the ABA Site and ABA Information to Authorized Users. "**Authorized User**" means your employee or agent who has a need to access the ABA Site and know ABA Information for a Permitted Business Purpose and who agrees to act in accordance with this Agreement. "Authorized User" will not include any individual who we deem to be inappropriate for access to the ABA Site. You will ensure that all Authorized Users comply with the requirements of this Agreement. You will immediately terminate an Authorized User's access to the ABA Site and use of ABA Information if they cease to qualify as an Authorized User.

(c) Indemnity. You will defend, indemnify and hold harmless Amazon and its affiliates (and the directors, officers, employees, agents and other representatives of Amazon and its affiliates) from and against all claims, damages, liabilities, losses, judgments, settlements, costs and expenses (including legal fees) arising from or relating to your or an Authorized User's disclosure or use of any ABA Information for a purpose other than a Permitted Business Purpose.

5. Disclaimer of Warranties.

YOU ACKNOWLEDGE AND AGREE THAT THE ABA SITE AND ANY ABA INFORMATION ARE PROVIDED ON AN "AS-IS" BASIS. AMAZON AND ITS AFFILIATES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.

6. Limitation of Liability.

EXCEPT UNDER THE INDEMNITY IN SECTION 4(c): A) IN NO EVENT WILL WE OR YOU BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER WE OR YOU KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND B) IN NO EVENT WILL YOUR OR OUR LIABILITY ARISING UNDER THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

7. Miscellaneous

(a) Assignment. You may not assign any part or all of this Agreement without our prior written consent.

(b) Survival. With the exception of the second sentence of section 2, Sections 2 through 7 of this Agreement shall survive termination of this Agreement.

(c) Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington excluding conflicts of law principles. You irrevocably submit to the venue and exclusive personal and subject matter jurisdiction of the courts in King County, Washington for any dispute arising out of this Agreement.

(d) Notices. Any notice or other communication under this Agreement given by us to you will be effective if: (a) sent via email to you at any email address you have on file with us or that you have otherwise designated or (b) posted on the ABA Site.

(e) Entire Agreement. This Agreement, along with the applicable Selling Partner Agreement, constitutes the entire agreement relating to its subject matter and, except as otherwise set forth in this Agreement, may be amended or modified only with the mutual written consent of the parties.

(f) Amendments to these Terms. We may change any of the terms and conditions contained in this Agreement at any time. Any changes will be effective upon the earlier to occur of: (a) emailing the revised terms and conditions, or notice of such changes, to you at your e-mail address; or (b) posting the revised terms and conditions on the ABA Site. You are responsible for reviewing any such revised terms and conditions and notices of revisions. YOUR CONTINUED USE OF THE ABA SERVICE FOLLOWING OUR EMAILING AND/OR POSTING OF ANY REVISED TERMS AND CONDITIONS WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISIONS. IF YOU DO NOT AGREE TO ANY OF THE REVISED TERMS AND CONDITIONS, YOU MUST NOT CONTINUE TO USE THE ABA SERVICE.

(g) Validity. If any of these terms is deemed invalid, void, or unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining term.