

## COOPERATION AGREEMENT

This Cooperation Agreement is made and entered into this 16<sup>th</sup> day of March 2007 by and between the National Federation of the Blind, Inc., having its principal offices at 1800 Johnson Street, Baltimore, Maryland 21230, and Amazon.com, Inc., having its principal offices at 1200 12<sup>th</sup> Avenue South, Suite 1200, Seattle, Washington 98144 (collectively, the "Parties").

### RECITALS

**WHEREAS**, Amazon is a leading online retailer, operating one of the largest and best-known e-commerce websites, and seeks to be Earth's most customer-centric company, where customers can find and discover anything they might want to buy online;

**WHEREAS**, NFB, with over 50,000 members, is the leading not-for-profit national organization of blind persons working to integrate the blind into American society and the economy on terms of equality and independence, and has long been actively involved in promoting adaptive technology for the blind, so that blind persons can live and work independently in today's technology-dependent world; and

**WHEREAS**, NFB and Amazon believe that (1) full and equal access by the blind to the World Wide Web is beneficial and important both to the blind and to companies that care about the usability of their websites by customers; (2) unnecessary barriers to access must be eliminated and (3) the emergence of new technologies that benefit the sighted public should not isolate and place the blind at a disadvantage and therefore accessibility issues should be addressed as those new technologies are developed;

**NOW, THEREFORE**, the Parties agree as follows:

**PART 1 - JOINT DEVELOPMENT OF TECHNOLOGY**

- A. NFB and Amazon agree to work together to develop and promote technologies that improve web accessibility for the blind that are commercially reasonable and require minimal additional measures to support non-visual access by customers who utilize screen access software to access websites.
- B. NFB shall provide Technical Assistance as requested by Amazon to carry out the objectives of this Agreement.
- C. As new technologies develop that Amazon may desire to employ, Amazon shall cooperate with the NFB in the identification and, where necessary and mutually agreed, implementation of solutions to such accessibility barriers as the new technology may create.
- D. NFB has appointed the Director of the NFB's International Braille & Technology Center as its Coordinator with Amazon for carrying out activities contemplated by this Agreement. Amazon will appoint an individual from Amazon's Accessibility Committee to serve as its Coordinator with NFB and NFB's liaison to the Accessibility Committee. The Coordinators shall coordinate and schedule such meetings, exchanges of information, research, development, testing, analysis, NFB's provision of Technical Assistance to Amazon, and such other activities as may be necessary to carry out the Parties' stated objectives as set forth in this Agreement.
- E. The NFB's outside consultant, Dr. James Thatcher, has been advising the NFB with respect to certain access barriers and solutions concerning Amazon.com. At Amazon's expense, Dr. Thatcher shall confer with Amazon (1) during the

Transition Period and (2) thereafter during the term of the Agreement as may be necessary (in Amazon's sole discretion) to carry out the Parties' stated objectives as set forth in this Agreement, including but not limited to conferring for the purpose of analyzing accessibility issues and developing accessibility solutions with respect to potential new technologies. If Dr. Thatcher becomes unavailable, an alternate expert who is mutually acceptable to the Parties will be selected.

- F. No less frequently than every six months during the term of this Agreement, the Parties shall confer to assess progress and issues relating to the objectives of this Agreement.

## PART 2 - DEFINITIONS

When used in this Agreement the following terms shall have the definitions stated in this Part 2:

- A. "Amazon" means, collectively, Amazon.com, Inc., its predecessors and affiliates, subsidiaries, successors, and assigns.
- B. "NFB" shall mean the National Federation of the Blind, and each of its directors, board members, officers, agents, employees, affiliates, or state, local or other chapters. NFB shall not mean any other individual member of NFB, unless that member is acting, with respect to the subject matter of this Agreement, at the direction of, or with legal or other assistance, money or other resources provided, directly or indirectly, by NFB.
- C. "Amazon.com" means the web site owned and directly operated by Amazon that is primarily branded with trademarks owned by Amazon and whose URL is

www.amazon.com, including pages on which products and services are offered or displayed to customers by sellers other than Amazon.

- D. **“Syndicated Store Web Sites”** means web sites that are developed, operated, and hosted by Amazon on the www.amazon.com domain and feature products or services predominantly offered and sold by Amazon through web pages that are prominently co-branded with trademarks and other content owned or provided by third parties.
- E. **“Merchant.com Web Sites”** means web sites of third party retailers and other businesses that are developed, operated, and/or hosted predominantly by Amazon on behalf of, and as a provider of e-commerce services to, such third parties, which feature products, services, and/or other content predominantly developed, offered, directed, and/or controlled by such third parties.
- F. **“Subject Web Sites”** means, collectively, Amazon.com, Syndicated Store Web Sites, and Merchant.com Web Sites.
- G. **“Screen access software”** means software that enables blind persons to independently navigate the World Wide Web, access information contained in web sites aurally or through Braille displays, and interact with web sites using keyboard commands. Screen access software relies on certain accessibility features that can be built into web sites – including but not limited to “alt-tags” describing images, headings for in-page navigation, labeling of form fields, and keyboard command equivalents to mouse actions – that are ordinarily invisible to sighted users and do not interfere with sighted persons’ use of such web sites.

- H. **“Confidential Information”** shall mean all information relating to Amazon 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, all information relating to Amazon’s technology, customers, business plans, promotional and marketing activities, finances, other business affairs, and any accessibility improvements that NFB develops in conjunction with Amazon as part of any effort to improve web site accessibility, as well as all information relating to third parties that Amazon may be obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. Unless and except as otherwise agreed by the Parties, the content of all meetings, discussions, and communications relating to the negotiation of this Agreement, shall constitute Confidential Information. Confidential Information shall not include (a) information that at the time of disclosure by Amazon to NFB is generally and publicly available; (b) information that becomes generally and publicly available through no act or omission of NFB or its employees or agents; (c) information that NFB receives from a third party who has a right to disclose such information and who is not under an obligation of confidentiality to Amazon; or (d) information that Amazon expressly authorizes NFB in writing to disclose in advance of NFB making such disclosure.
- I. **“Full and Equal Access”** and **“Full and Equal Accessibility”** with respect to a web site shall mean that blind people using screen access software can enjoy the

products and services of the web site that are available to sighted people with a substantially equivalent ease of use.

J. **“Transition Period”** shall mean the period from the date of this agreement to June 30, 2008.

K. **“Accessibility Committee”** shall mean a cross-functional group of Amazon employees charged with, among other things, monitoring the progress of accessibility initiatives within Amazon, including with respect to the timetable set forth below. After the conclusion of the Transition Period, the Accessibility Committee will be charged with, among other things, monitoring and maintaining Full and Equal Accessibility of Amazon.com and the Syndicated Store Web Sites and addressing accessibility issues with respect to new technologies that might affect the accessibility of those sites.

L. **“Technical Assistance”** shall mean NFB:

- (i) disclosing information known to NFB on technology to make web sites accessible to the blind as to which it is not bound by other confidentiality agreements;
- (ii) providing suggestions on improvements designed to enhance web site accessibility for the blind;
- (iii) providing technical know-how and testing resources to support efforts to make web sites accessible to the blind;
- (iv) providing assessment of technological measures that are intended to improve web site accessibility to the blind; and/or

- (v) providing any results of NFB's activities concerning user testing of the Subject Web Sites.

**PART 3 - ACCESSIBILITY TIME TABLE**

- A. Amazon commits to work to provide Full and Equal Access on Amazon.com and Syndicated Store Web Sites, to the extent such access is not already available, by no later than December 31, 2007 and continuing thereafter.
- B. Amazon commits to work to implement technical measures, to the extent any are necessary, no later than June 30, 2008 and continuing thereafter, so as to ensure that third parties to whom Amazon delivers e-commerce services are not prevented by Amazon-supplied technology from providing Full and Equal Access on their Merchant.com Web Sites.
- C. Given the complexity and scope of the Subject Web Sites, the Parties recognize that the changes required to meet this timetable may encounter unforeseen complications and entail solutions not yet developed. Should such complications occur, NFB shall not unreasonably refuse to consent to any request by Amazon for an extension of the time table set forth above up to an additional six months. Amazon will inform NFB as soon as practicable if circumstances arise requiring it to request any further extensions.

**PART 4 - OTHER COOPERATION**

- A. NFB and Amazon shall cooperate and coordinate with each other and agree, prior to publication, on an initial press release and shall circulate to the other for comment, prior to publication, any other written statement being released to the

press regarding (1) their relationship, (2) any and all activities undertaken or products developed pursuant to that relationship, or (3) the Full and Equal Accessibility of the Subject Web Sites.

- B. Neither party will issue any press release relating to this Agreement or the nature of the relationship between the Parties without the other party's prior written approval; provided, however, that either party may make such public communications to the extent required by law or by applicable stock exchange regulations.

**PART 5 - TERM**

This Agreement shall have effect from the date first written above and, unless terminated earlier, shall continue in force for a period of six (6) years.

**PART 6 - GOVERNING LAW**

This Agreement shall be governed, construed and interpreted in accordance with the laws of the United States of America, and in circumstances where the laws of the United States do not control the matter at issue, the law of the State of Washington shall govern without regard to the conflicts of laws provisions thereof.

**PART 7 - ENTIRE AGREEMENT/MODIFICATIONS/AUTHORIZATION**

This Cooperation Agreement, along with the Addendum in Exhibit A hereto (collectively, the "Agreement"), contains the entire agreement of the Parties concerning the subject matter hereof, and supersedes any other prior agreements, either oral or written. No modification to this Agreement shall be effective unless reduced to writing and signed by the duly authorized representatives of both Amazon and NFB. Each signatory represents that he/she

is authorized by their respective Party to enter into this Agreement on such Party's behalf.

**PART 8 - NOTICES**

Notices to be given to a party shall be effective when delivered by certified mail, overnight courier or other method providing evidence of actual delivery to the respective party at the following addresses:

**If to NFB:**

The National Federation of the Blind, Inc.  
1800 Johnson Street  
Baltimore, Maryland 21230  
Attn: President

**Copy to:** Daniel F. Goldstein, Esq.  
Brown, Goldstein & Levy LLP  
120 E. Baltimore Street  
Suite 1700  
Baltimore, Maryland 21202

**If to Amazon:**

Amazon.com, Inc.  
1200 12<sup>th</sup> Avenue South  
Suite 1200  
Seattle, Washington 98144  
Attn: Vice President & Associate General Counsel, Litigation & Regulatory

A party may change the address information for providing notices by giving the other parties notice in accordance with this Part 11.

**PART 9 - ASSIGNMENT**

No party may assign any of its rights nor delegate any of its obligations under this Agreement to any third party without the express prior written consent of the other party;

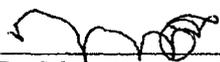
*provided that*, notwithstanding the foregoing, Amazon may assign this Agreement to (a) any corporation or other entity resulting from any merger, consolidation, or other reorganization involving Amazon, (b) any of its subsidiaries or affiliates, or (c) any person to which it transfers all or substantially all of its assets. Any prohibited assignment shall be null and void for all purposes. This Agreement shall be binding upon the successors, affiliates and permitted assigns of each of the Parties.

IN WITNESS WHEREOF, the Parties having agreed to the terms and conditions set forth herein signify their intention to be bound thereto through the signatures of their duly authorized representatives which are set forth below.

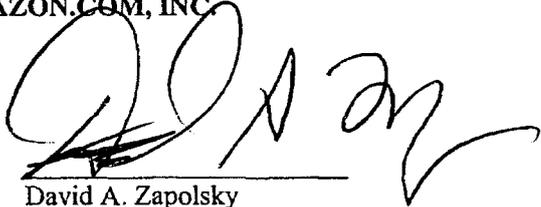
**THE NATIONAL FEDERATION  
OF THE BLIND, INC.**

**AMAZON.COM, INC.**

By

  
\_\_\_\_\_  
Dr. Marc Maurer  
President

By

  
\_\_\_\_\_  
David A. Zapolsky  
Vice President, Legal

Date:

3-16-07

Date:

3/16/07