INTEGRATION AGREEMENT

This Integration Agreement (“**Agreement**”), entered into as of [DATE], between [PRODUCTION COMPANY’S NAME AND ADDRESS] (“**Producer**”) and [ADVERTISER’s NAME AND ADDRESS] (“**Advertiser**”) relating to the integration of Advertiser’s Products in the Program (as such terms are defined below):

|  |  |
| --- | --- |
| **“Product(s)”** |  |
| **“Program”** | The original Amazon audio-visual program currently known as [NAME OF PROGRAM] [if applicable, refer to the relevant season] |
| “**Integration Fee**” |  |
| Integration Fee Payment Schedule  |  |

CREDIT PROVISION: Any credit accorded to Advertiser is subject to Producer’s sole discretion and Amazon’s credit policy. Inadvertent failure of any party to comply with credit obligations will not constitute a breach of contract or provide a basis for injunctive relief.

The terms set forth above, together with the Standard Terms and Conditions in Exhibit A, which is hereby incorporated herein, collectively constitute the entire agreement between Producer and Advertiser with respect to the subject matter hereof, all previous understandings, whether oral or written, having been merged herein.

ACCEPTED AND AGREED

|  |  |
| --- | --- |
| [Producer] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [Advertiser]By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. EDITORIAL CONTROL: Advertiser does not have and will not exercise any creative or editorial control over the Program or the integration of the Product into the Program (the “**Integration**”), all such controls, as between Producer and Advertiser, being with Producer in its sole discretion, including the placement and manner in which the Product is used, if at all. In addition, Advertiser must not direct or provide any statements of any kind or nature regarding the Program or the Products’ inclusion in the Program or this Agreement without Producer’s and Amazon’s prior written approval in each instance.
2. LICENSE GRANT: Advertiser grants permission to use the Products and to incorporate, photograph, record, reproduce and/or otherwise use the Products (including all trademarks, trade names, artwork, materials and logos therein or thereupon or otherwise visible at Advertiser facilities wherein the Integrations are filmed and/or provided to Producer or Amazon by Advertiser) in the Program and in the exhibition, promotion, advertising, publicity and other exploitation thereof, including in ancillary exploitation of the Program and in any ‘behind-the-scenes’ or similar footage, in any manner and in all media whether now known or hereinafter devised, in all territories throughout the universe, in perpetuity. The parties acknowledge and agree that all rights of every kind in and to all photography and sound recordings made by Producer and/or Amazon in connection with the Program shall be solely owned in perpetuity by Producer and/or Amazon, as applicable, its successors, licensees, designees and assigns. Advertiser shall not alter the manner any Advertiser tradenames, trademarks or logos appear in any Product provided hereunder in a manner intended to increase visibility thereof.
3. PRODUCT DELIVERY: Subject to Section 1, Advertiser shall provide the Product to Producer at Advertiser’s sole cost at the address notified by Producer, on or before [DATE], for use in connection with the Program as permitted herein. The Products, as they appear in the Program, need not be returned to Advertiser after production of the Program has ended, and may be used or disposed of by Producer and/or Amazon in any manner Producer chooses.
4. No Association With the Program: In no event may Advertiser sell, lease, rent or otherwise exploit the Products as being associated with the Program, or being endorsed by anyone associated with the Program, without Producer’s and Amazon’s prior written approval, which approval may be subject to third party consents, and/or further terms and conditions, including but not limited to, a promotional or merchandising agreement to be entered into between the parties.
5. NO EXCLUSIVITY: The parties expressly agree and acknowledge that this Agreement does not create an exclusive relationship between the parties. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Advertiser or as prohibiting Producer or Amazon from either including similar, equal, or like goods and/or services in the Program or from executing additional contracts with other advertisers or sources with respect to the Program.
6. PRODUCER WARRANTIES: Producer represents and warrants that it has the full right, authority and power to enter into this Agreement and to perform all its obligations hereunder.
7. ADVERTISER WARRANTIES: Advertiser represents and warrants that (a) it has the full right, authority and power to enter into this Agreement and to perform all its obligations hereunder; (b) it is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Product; (c) the Products are free and clear of any third-party claims and rights; (d) the use of the Products and the inclusion of the Products, any trademarks, logos of Advertiser and any other materials provided by Advertiser in and in connection with the Program as provided herein does not and will not infringe any third party rights and is not subject to any claim, encumbrance or third party interest; (e) the Products will comply with all applicable laws, rules, regulations, codes and ordinances; (f) the Products and any services provided by Advertiser in relation to the Integration will be in good working condition, free from defects and perform in a competent and workmanlike manner by fully qualified and trained personnel with due care and diligence in accordance with the highest standards of quality; and (g) it will comply with all applicable laws, rules and regulations (including import/re-import, sanctions, anti-boycott, and export/re-export control laws and economic sanctions programs implemented by the U.S. Office of Foreign Assets Control, and tax evasion and tax evasion facilitation laws). Producer may immediately terminate or suspend performance under this Agreement if Advertiser breaches this section.
8. CONFIDENTIALITY: The parties acknowledge and agree that the existence and contents of this Agreement are considered confidential and that they will not disclose, and will direct their employees not to disclose, the existence or contents of this Agreement to any third party without the prior written consent of the other parties hereto, except that a disclosure by Producer to Amazon shall be permitted. In addition, Advertiser shall keep in strict confidence all information relating to the Program Advertiser learns in connection with this Agreement and/or the Integration, including the events depicted in the Program, the participants in the Program and all other non-public information related to the Program, Producer and Amazon.
9. TAXES:  Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Advertiser are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"). Advertiser will provide such information to Producer as reasonably required to determine whether Producer is obligated to collect Indirect Taxes from Advertiser. Producer shall not collect, and Advertiser shall not pay, any such Indirect Tax or duty for which Advertiser furnishes Producer a properly completed exemption certificate or a direct payment permit certificate or for which Producer may claim an available exemption from Indirect Tax. All payments made by Advertiser to Producer under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Advertiser will pay such additional amounts as are necessary so that the net amount received by Producer is equal to the amount then due and payable under this Agreement. Producer will provide Advertiser with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.
10. INDEMNIFICATION: Each party (the “**Indemnifying Party**”) shall defend, indemnify and hold the other party (the “**Indemnified Party**”) and its respective parents, subsidiaries, affiliates, assignees and licensees, and each of the foregoing entities’ officers, directors, employees, representatives and agents, harmless from and against any and all third-party claims, damages, liabilities, demands, and causes of action, and any expenses associated therewith arising out of or resulting from the Indemnifying Party’s (a) negligence or willful misconduct, or (b) breach of any of its obligations, representations or warranties set forth in this Agreement, and in Advertiser’s case, for any and all claims arising out of or related to the Products, the Integration or use of the Products. The foregoing does not apply to the extent such claims, damages, liabilities, demands, and causes of action, or any expenses associated therewith result from the Indemnified Party’s negligence or willful misconduct. The Indemnifying Party shall control the defense of any claim for which it is the indemnitor; provided, however, that the Indemnified Party shall have a right of consultation, at the Indemnified Party’s sole cost and expense, with respect to the selection of counsel, the defense, and any settlement negotiations, but the Indemnifying Party shall have sole decision-making authority over such matters and all other aspects of the case. Notwithstanding the foregoing, in the event any action or proceeding involves or relates to the Program, Producer (and/or Amazon) shall have the right to defend any such claim with attorneys of Producer’s (and/or Amazon’s) selection and subject to Producer’s (and/or Amazon’s) strategy and decisions. The Indemnifying Party’s obligations to indemnify hereunder are conditioned upon (a) the Indemnified Party’s advising the indemnitor of the claim in a timely fashion, and (b) the Indemnified Party’s reasonable cooperation, at the Indemnifying Party’s expense, in the defense of the claim or litigation. The assumption of the defense of any claim by the Indemnifying Party shall not release the Indemnified Party from any claim the Indemnifying Party may have against the Indemnified Party for breach of this Agreement.
11. WAIVER OF INJUNCTIVE RELIEF: If Producer decides for any reason not to produce or exhibit the Program or to produce or edit the Program in such a way that the Integration does not appear as set forth in this Agreement, Advertiser agrees that its sole remedy shall be either a pro-rata refund or reduction of the Integration Fee, or in the event of in-kind consideration, return of the Product or payment of the reasonable value of the in-kind products or services provided by Advertiser, as applicable. In addition, Advertiser agrees that its rights and remedies for any claim against Producer arising from or based on this Agreement shall be limited to the right, if any, to recover monetary damages in an action at law. Advertiser will not be entitled to seek or obtain injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, promotion, advertising or exploitation of the Program or any subsidiary, derivative or ancillary rights thereto or any element thereof.
12. LIMITATION OF LIABILITY: *PRODUCER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND.*
13. ENTIRE AGREEMENT; ASSIGNMENT; CHOICE OF LAW; VENUE: This Agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or cancelled except by written instrument signed by both parties. Advertiser may not assign this Agreement or any rights or obligations without Producer’s prior written consent. This Agreement, in whole or in part (including rights and obligations), may be freely assigned by Producer, and any such assignment will be binding upon Advertiser and inure to the benefit of such assignee. This agreement will be governed by the laws of the State of New York, without reference to rules governing choice of law. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in the borough of Manhattan, New York with respect to any claims, suits or proceedings arising out of or in connection with this agreement, and waive any claim or defense that any such court is an inconvenient or improper forum. The parties further waive any right to jury trial in any such claim, suit or proceeding. To be effective, any notice, consent or approval by either party must be in writing and sent by mail to the applicable addresses set forth on the cover page of this Agreement.