



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "NDA") is effective «`apts_agreement_agreement_effective_date_`» (the "Effective Date") and governs the disclosure of Confidential Information ("CI", as defined below) between the Adobe entity identified below, including entities that it directly or indirectly controls or is under common control with (collectively "Adobe"), and the party identified below, including entities that it directly or indirectly controls or is under common control with (collectively "Company"). The party disclosing CI is referred to as "Discloser" and the party receiving CI is referred to as "Recipient".

1. Definition. CI means Discloser's non-public written information, in any form, and all copies, summaries and extracts, which is identified in writing as confidential at the time of disclosure, and any information disclosed in non-tangible form that is identified as confidential at the time of disclosure and summarized in a writing labeled as "confidential" delivered to Recipient within 15 days after disclosure. CI does not include information that (A) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of Recipient, (B) was known to Recipient, free of any confidentiality obligations, before its disclosure by Discloser, (C) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, or (D) is independently developed by Recipient without use of CI.

2. Information Collected. Any feedback, comments, suggestions, ideas, or other information that Participant provides to Adobe about Adobe's products, services, features, business, or CI (Feedback) is hereby provided to Adobe under a worldwide, irrevocable, royalty-free license to use, reproduce, distribute (through multiple tiers and in any manner), make derivative works of, publicly display, publicly perform, make, use, sell and export products and services that use the Feedback. The Feedback Participant provides, along with information collected from other participants, may be used to make recommendations for improving Adobe Products. An observer may record information about how Participant uses the product, such as in what respect the product is difficult or easy to use. Participant may also be interviewed and asked to fill out a questionnaire.

3. User Study Recordings. If Participant is participating in an Adobe user study, the study may be videotaped, photographed, webcasted, and/or otherwise observed. Observations and recordings of Participant during your participation in the study will be used internally for product development purposes (e.g., summary tape of results, real-time intranet webcasting), and may be used externally for research presentations; they will not be used for marketing purposes of any kind. Participant grants Adobe permission to use such observations and recordings, including, but not limited to, Participant's likeness, image, voice and/or statements and/or performance solely for the purposes set forth herein. In providing Adobe with such permission, Participant waives any and all rights to inspect and/or approve the recordings and/or the use to which they may be applied so long as they are used in the manner agreed herein. Participant's name will NOT be associated with any data; rather, Participant's work will be referred to with an assigned number.

4. Confidentiality Obligations. Recipient will not reproduce, use, disseminate, or disclose CI to any person or entity, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the CI to further the Purpose and are bound by confidentiality obligations at least as restrictive as this NDA before having access to the CI. Recipient is responsible for any breach of this NDA by any of its representatives. Recipient will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the CI without Discloser's prior written consent. Recipient will treat all CI with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient may disclose CI (A) as approved in a writing signed by Discloser or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that Recipient promptly notifies Discloser upon receipt of the disclosure order and requests confidential treatment of any affected CI.

5. No Other Rights. All Discloser CI remains the property of Discloser. Unless expressly set forth in this NDA, Recipient does not receive any license or intellectual property rights to Discloser's CI.

6. Termination. Either party may terminate this NDA upon 10 days written notice; however, all CI provided under this NDA will remain subject to the terms of this NDA.

7. General. All CI is provided "AS IS" and all warranties, express, implied, or otherwise are disclaimed. Any attempt to transfer all or part of a party's rights or obligations under this NDA without the prior written consent of the other party will be null and void. This NDA may only be modified by mutual written agreement signed by authorized representatives of the parties. This NDA contains the complete agreement between the parties as to the subject matter, and replaces and supersedes any other communications, or agreements, whether oral or written concerning the subject matter. The parties will comply with all applicable export laws and regulations in their use and disclosure of CI. This NDA may be executed in counterparts and may be signed electronically or with handwritten signatures. The English language version of this NDA will be the version used if any dispute arises.

IN WITNESS WHEREOF, the parties have executed this NDA through their authorized representatives as of the Effective Date.

Signature: _____

Print Name: _____

Date: _____