

**Adobe Systems Incorporated
USER INSIGHT GROUP NDA**

IMPORTANT-READ CAREFULLY: The terms and conditions below, including all Exhibits, if any, comprise a binding agreement between Adobe Systems Incorporated ("Adobe") and the entity listed below, or the individual, if no entity is listed. By checking "I Agree" in the UIG survey, you, on behalf of yourself or any such entity, are agreeing that these terms and conditions will govern the exchange of information regarding a possible commercial transaction between "You" (you individually, if you are executing on your own behalf, or your employer, if you are executing on your employer's behalf) and Adobe. Agreement to these terms does not commit You or Adobe to enter into a commercial transaction. By entering your employer's name as well as your name, and checking to accept this Agreement, you are acknowledging that you are binding your employer ("Your Company") to the terms of this Agreement. If you do not agree, or are not authorized to bind Your Company, do not check "I Agree".

You and Adobe may make disclosures of information to each other in connection with the possible sale of software licenses, or other commercial offerings (the "Purpose"). (In this agreement ("Agreement"), the party disclosing confidential information is referred to as the "Disclosing Party", and the party receiving the information is referred to as the "Receiving Party". A party may be both a Disclosing Party and a Receiving Party if it is both disclosing and receiving confidential information.)

1. **"Confidential Information"** means non-public information in whatever form that is disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose. If in written or electronic form, Confidential Information must be marked as such (by labeling it with the words "Confidential Information," or their substantial equivalent). If orally disclosing Confidential Information, the Disclosing Party must indicate that it is confidential at the time it is disclosed. In any event, information disclosed under circumstances that would lead a reasonable person to conclude that it was intended to be confidential must be treated by the Receiving Party as the Disclosing Party's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not mean or include information that (a) was in the public domain at the time of disclosure, or entered the public domain subsequent to the time of disclosure through no fault of the Receiving Party, (b) was known to the Receiving Party prior to its disclosure, as demonstrated by competent evidence, (c) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party, without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights, (d) is explicitly approved for release by written authorization of the Disclosing Party, or (e) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

2. The Receiving Party agrees that it will not reproduce, make use of, disseminate, or in any way disclose any Confidential Information of the Disclosing Party except to its authorized representatives (e.g. temps, consultants, and contractors), employees, or employees of its Affiliates, with a need to know such information in order to facilitate the negotiations that are the subject of this Agreement. (As used herein, an Affiliate is a business entity that owns/controls the Receiving Party, or that is owned/controlled by the Receiving Party, or is under common ownership/control with the Receiving Party.) Notwithstanding anything to the contrary in this Agreement, the Receiving Party may only communicate the Disclosing Party's Confidential Information to persons who are contractually bound to maintain in confidence similar confidential information that they receive in the course of their employment. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall not be disclosed to any form of public media without approval of both parties. Notwithstanding anything to the contrary in this paragraph, the Receiving Party may disclose Confidential Information to the extent necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to enforce a party's contractual rights. In the event the Receiving Party receives a court order, or is otherwise required by law to disclose any Confidential Information, the Receiving Party will (a) notify the Disclosing Party immediately upon receipt of such court order or other document requiring disclosure, such that the Disclosing Party has time to object and/or move for a protective order and (b) file any information disclosed in response to such order under seal and/or request that the court seal such Confidential Information. Except as may ultimately be required by such court order or law, the Receiving Party's obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect. The Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and the Receiving Party represents that it exercises reasonable care to protect its own Confidential Information.

3. The Disclosing Party understands and acknowledges that the Receiving Party may develop and acquire software and hardware for its own products and services (including, without limitation, software related to digital and video imaging, graphic and musical arts, electronic documents and printing), and that existing or planned products and services independently developed without use of the Disclosing Party's Confidential Information may contain ideas or concepts similar or identical to those in the Disclosing Party's Confidential Information. Furthermore, the Receiving Party having access to the Disclosing Party's Confidential Information shall not preclude the Receiving Party from developing or acquiring such products without obligation to the Disclosing Party. The Receiving Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party.

4. All Confidential Information furnished by the Disclosing Party shall remain the property of the Disclosing Party and all tangible Confidential Information shall be returned to the Disclosing Party promptly upon request, together with any copies thereof, or shall be destroyed and in such case the Receiving Party shall certify in writing that destruction has occurred. The Receiving Party shall not acquire any licenses under any intellectual property rights of the Disclosing Party under this Agreement. The Receiving Party shall comply with all applicable laws, including laws governing the export of information. The Receiving Party may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party. Any attempt to transfer all or part of the Disclosing Party's rights or obligations without such consent shall be null and void and of no effect. This Agreement shall govern disclosures made pursuant hereto for one hundred eighty (180) days after You have electronically accepted it. This Agreement shall be governed by and construed in accordance with the substantive laws in force in California (except for its provisions governing conflicts of law).