

## NONDISCLOSURE AGREEMENT

**This Nondisclosure Agreement ("NDA") is a mutual legal contract between you ("The Client") and SIS Global. The right to receive a demonstration of the Evaluation Software is granted only on the condition that The Client agree to the following terms. As used herein, "Evaluation Software" means the computer programming code and accompanying documentation, if any, selected by The Client through Microsoft's AP Source portal, and displayed as a demonstration by SIS Global under the terms of this NDA. If The Client do not agree to the terms of this NDA, then SIS Global and its licensors are unwilling to provide a demonstration of the Evaluation Software to The Client.**

**PLEASE READ THE TERMS CAREFULLY BEFORE CLICKING ON THE "I ACCEPT" BUTTON. BY CLICKING ON THE "I ACCEPT" BUTTON THE CLIENT ACKNOWLEDGE THAT THE CLIENT HAVE READ THIS NDA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**THE CLIENT REPRESENT AND WARRANT TO SIS GLOBAL THAT THE CLIENT ARE LAWFULLY ABLE TO ENTER INTO AGREEMENTS (E.G., THE CLIENT ARE NOT A MINOR). IF THE CLIENT, THE INDIVIDUAL ACCEPTING THIS NDA, ARE ACCEPTING IT ON AN ORGANIZATION'S BEHALF (SUCH AS THE ORGANIZATION THE CLIENT WORK FOR), THE CLIENT REPRESENT AND WARRANT THAT THE CLIENT ARE AUTHORIZED TO ENTER INTO THIS NDA AND BIND THAT ORGANIZATION TO IT.**

i. **Purpose.** For the purpose of receiving a demonstration via any mode of communication of the Evaluation Software selected by The Client from the Microsoft AP Source portal (the "**Purpose**"), a party (the "**Recipient**") may have access to information from the other party (the "**Discloser**") which the Discloser considers confidential and which has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("**Confidential Information**").

ii. **Use and Protection.** The Client agree to protect the confidentiality of the Confidential Information in the same manner it protects its own similar confidential information, but in no event using less than a reasonable standard of care. The Client will restrict access to the Confidential Information to its and its affiliates' personnel engaged in the Purpose, provided that such personnel are bound by obligations of confidentiality no less protective than the terms of this NDA. The Client will not reverse engineer, decompile or disassemble any such Confidential Information and will not remove any copyright notice, trademark notice, and/or any indication of confidentiality on Confidential Information.

iii. **Ownership.** Confidential Information will remain the property of the Discloser. The Discloser does not grant any express or implied license under any patents, trade secrets, copyrights, trademarks or other rights.

iv. **Term.** This NDA shall have a term of thirty (30) days, unless earlier terminated by either party upon written notice to the other party. Recipient's obligations with respect to any Confidential Information will survive for a period of three (3) years after any termination of this NDA; provided however, that The Client's obligations shall continue indefinitely with respect to any Confidential Information constituting a trade secret. The Client will return or destroy all Confidential Information provided by Discloser (including copies thereof) upon termination at Discloser's written.

v. **Scope.** Nothing in this NDA prohibits or limits Recipient's use of any information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies): (i) previously known to The Client prior to its receipt from the Discloser, (ii) independently developed by or for The Client, (iii) acquired from a third party which was not, to The Client's knowledge, obligated to the Discloser not to disclose such information, or (iv) which is or becomes publicly available through no breach of this NDA by The Client. Nothing in this NDA will prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in any Confidential Information as long as it does not breach this NDA.

vi. **Compelled Disclosure.** If Recipient receives a subpoena or other legal process requiring disclosure of Confidential Information, unless otherwise required by law, The Client will promptly notify the Discloser and will reasonably cooperate (at Discloser's request and expense) in opposing such a demand. The Client are entitled to comply with such demand to the extent required by law.

vii. **Governing Law; General.** This NDA will be governed by and construed in accordance with the laws of the United States, excluding its conflict of law rules. No waiver or modification of this NDA shall be valid unless in writing and signed by the parties. If a court of competent jurisdiction finds any term or provision of this NDA to be invalid, void or otherwise unenforceable, the remaining provisions of this NDA will remain in full force and effect. This NDA does not create and shall not be construed as a teaming, joint venture, partnership, or similar association between the Parties. Nothing in this NDA is intended to confer on any third party any benefit or right to enforce any term hereof. Neither party may assign its rights or delegate its duties or obligations under this NDA without prior written consent of the other party, which shall not be unreasonably withheld.

viii. **Entire NDA.** This NDA sets forth the entire NDA and understanding of the parties with respect to the subject matter herein and supersedes all prior oral, written or electronic NDAs or understandings of the parties.