

**MICROSOFT CORPORATION DESIGN REVIEW AGREEMENT**  
**for the**  
**Microsoft Windows Rights Management Partner Briefing (April 18th, 2003)**

The undersigned (“**You**”) understand that, at the **Microsoft Windows Rights Management Partner Briefing to be held on April 18th, 2003**, You and Microsoft Corporation (“**Microsoft**”) will be discussing, previewing and reviewing product designs related to the Microsoft products, technologies and/or services (“**Products**”) identified above (“**Design Review**”). Microsoft will be disclosing confidential and proprietary information including, information relating to the development, marketing, or distribution of released or unreleased versions of the Microsoft Products identified above, and any other non-public information which is designated as confidential by Microsoft or which should reasonably be considered confidential (“**Confidential Information**”).

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, You or Company (as applicable) and Microsoft agree as follows:

- (i) If You are an authorized representative of the corporation or other entity designated below (“**Company**”), and such Company has executed a Microsoft Corporation Non-Disclosure Agreement that is not limited to a specific subject matter or event (“**Microsoft NDA**”), You represent that You have authority to act on behalf of Company and agree that the Confidential Information is subject to the terms and conditions of the Microsoft NDA and that Company will treat the Confidential Information accordingly;
- (ii) If You are an individual, and have executed a Microsoft NDA, You agree that the Confidential Information is subject to the terms and conditions of the Microsoft NDA and that You will treat the Confidential Information accordingly; or
- (iii) If a Microsoft NDA has not been executed, You (if You are an individual), or Company (if You are an authorized representative of Company), as applicable, agrees: (a) to refrain from disclosing or distributing the Confidential Information to any third party for five (5) years from the date of disclosure of the Confidential Information by Microsoft to Company/You; (b) to refrain from reproducing or summarizing the Confidential Information; and (c) to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information. You/Company, however, may disclose Confidential Information in accordance with a judicial or other governmental order, provided You/Company either (i) gives Microsoft reasonable notice prior to such disclosure and to allow Microsoft a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Your/Company’s breach of any obligation owed to Microsoft; (ii) became known to You/Company prior to Microsoft’s disclosure of such information to You/Company pursuant to the terms of this Agreement; (iii) became known to You/Company from a source other than Microsoft other than by the breach of an obligation of confidentiality owed to Microsoft; or (iv) is independently developed by You/Company.

You/Company have no obligation to give Microsoft any suggestions, comments or other feedback relating to the Confidential Information, other information provided in connection with the Design Review, or the Microsoft Products discussed at the Design Review (“**Feedback**”). If You/Company does give Microsoft any Feedback, You/Company agree: (a) Microsoft may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any Microsoft Product, specification or other documentation (“**Microsoft Offerings**”); (b) You/Company also grant third parties, without charge, only those patent rights necessary to enable their Products to use or interface with any specific parts of a Microsoft Product that incorporate the Feedback; and (c) You/Company will not give Microsoft any Feedback (1) that You/Company has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) subject to license terms that seek to require any Microsoft Offering incorporating or derived from any Feedback, or other Microsoft intellectual property, to be licensed to or otherwise shared with any third party.

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\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date