MUTUAL NONDISCLOSURE AGREEMENT

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

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

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

1. **Purpose**. For the purpose of receiving a demonstration via Skype or other mode of communication of the Evaluation Software selected by You 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**").

2. **Use and Protection**. You 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. You 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 Agreement. You 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.

3. **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.

4. **Term.** This Agreement 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 Agreement; provided however, that Your obligations shall continue indefinitely with respect to any Confidential Information constituting a trade secret. You will return or destroy all Confidential Information provided by Discloser (including copies thereof) upon termination at Discloser's written.

5. **Scope.** Nothing in this Agreement 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 You prior to its receipt from the Discloser, (ii) independently developed by or for You, (iii) acquired from a third party which was not, to Your knowledge, obligated to the Discloser not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement by You. Nothing in this Agreement 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 Agreement.

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

7. **Governing Law; General.** This Agreement will be governed by and construed in accordance with the laws of Delaware, excluding its conflict of law rules. The parties will comply with all applicable export control laws and economic sanctions programs, including U.S. export control and economic sanctions laws with regard to U.S. origin goods. No waiver or modification of this Agreement shall be valid unless in writing and signed by the parties. If a court of competent jurisdiction finds any term or provision of this Agreement to be invalid, void or otherwise unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement does not create and shall not be construed as a teaming, joint venture, partnership, or similar association between the Parties. Nothing in this Agreement 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 Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes all prior oral, written or electronic agreements or understandings of the parties.