From: "\"Beth Steinbock (Kelly Services Inc)\" <a-beths@microsoft.com>"
Sent: Monday, November 22, 1999 1:22 PM
To: Phil Shoemaker/HQ/3Com
Subject: VSIP NDA

VSIP NDA.doc

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Phillip,

Thank you for your interest in the Visual Studio Inegrator Program.
Because the program includes information on future versions of Visual
Studio, please sign the attached NDA and fax it to 425-936-7329,
attention:
Beth Steinbock. I can then forward you two documents with more detaled
information about the program.
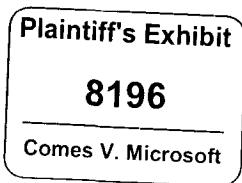Sincerely,
Beth Steinbock

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MICROSOFT CORPORATION
INTERNATIONAL NON-DISCLOSURE AGREEMENT
(UNRELEASED PRODUCT/PROJECT INFORMATION)

THIS AGREEMENT (the "Agreement") is executed by _____
("PROMISOR") this _____ day of _____, 19____.

In consideration of the disclosure by Microsoft Corporation, a Delaware, U.S.A.
corporation (hereinafter "MS) of confidential information to PROMISOR, PROMISOR
hereby covenants and agrees as follows regarding the product/project listed below:

PRODUCT/PROJECT NAME: <u>Visual Studio Integration Program</u>

1. <u>Confidential Information and Materials</u>.

(a) "Confidential Information" means information that MS designates as being
confidential or which, under the circumstances surrounding disclosure, ought to be
treated as confidential. "Confidential Information" includes, without limitation,
information relating to released or unreleased MS software or hardware products, the
marketing or promotion of any MS product, MS' business policies or practices, and
information received from others that MS is obligated to treat as confidential.
Confidential Information disclosed to PROMISOR by any MS Subsidiary and/or agent
is covered by this Agreement.

(b) Confidential Information shall not include that information defined as Confidential
Information above that PROMISOR can conclusively establish: (i) entered or
subsequently enters the public domain without PROMISOR's breach of any obligation
owed MS; (ii) became known to PROMISOR prior to MS' disclosure of such
information to PROMISOR; (iii) became known to PROMISOR from a source other
than MS other than by the breach of an obligation of confidentiality owed to MS; (iv)
is disclosed by MS to a third party without restrictions on its disclosure; or (v) is
independently developed by PROMISOR.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential
Information, including without limitation written or printed documents and computer
disks or tapes, whether machine or user readable.

2. <u>PROMISOR's Obligations</u>. PROMISOR shall not disclose any Confidential
Information to third parties for two (2) years following the date of its disclosure by
MS to PROMISOR. PROMISOR shall take reasonable security precautions, at least as
great as the precautions it takes to protect its own confidential information, to keep
confidential the Confidential Information. PROMISOR may disclose Confidential
Information or Materials only to PROMISOR's employees or consultants on a need-to-
know basis in pursuance of PROMISOR's business relationship with MS. PROMISOR
shall notify MS immediately upon discovery of any unauthorized use or disclosure of
Confidential Information or Materials and will cooperate with MS to help MS regain
possession and prevent further unauthorized use of the Confidential Information or
Materials. PROMISOR shall return all originals, copies, reproductions and summaries
of Confidential Information or Materials at MS' request.

HIGHLY CONFIDENTIAL

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3. Miscellaneous. All Confidential Information and Materials shall remain the property of MS. Any unreleased MS products provided under this Agreement are provided "as is". This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may be modified only by a subsequent written agreement. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PROMISOR:

Address:

(City/State)

By:

Name:

Title:

Date:

Email:

Fax:

PALM-001951