

Non Disclosure Agreement

Microsoft Most Valuable Professional ("MVP") Award Program Individual Non-Disclosure Agreement (Non-Standard)

Microsoft MVP:
MVP ID#: 5933621

This Microsoft MVP Award Program ("Program") Individual Non-Disclosure Agreement (non-standard) ("Program NDA") is between Microsoft Corporation and its affiliates ("Microsoft") and the designated MVP Award nominee named above ("you"). In this Program NDA, "we," "us" and "our" refer to both parties.

By checking the acceptance box, entering your name in the field below and clicking the "I Accept" button, you confirm that you acknowledge and agree to the terms and conditions of this Program NDA. If you do not agree, do not register for the Program, accept a Microsoft MVP Award or access any MVP Award benefits. Once you have completed this step, a PDF copy of the Program NDA will be made available to you. Please read, print and save a copy for your records.

Limited Purpose: Application of this Program NDA is limited to information shared within the scope of your participation in the Program. Any confidential information Microsoft shares with you beyond the scope of the Program is not covered by this NDA and shall require a separate form of Non-Disclosure Agreement. Microsoft reserves the right to change these terms at any time, with such updates generally being posted to the Program portal (mvp.microsoft.com), in an email notification, presented upon log-in, or through other reasonable means. Continuing your participation in the Program after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must exit the Program. Otherwise, the new terms will apply to you.

1. Purpose. This Program NDA allows Microsoft to disclose confidential information to you under the following terms and conditions, expressly for the purpose of your participation in the Program. An "affiliate" is any legal entity that Microsoft owns or that is under control of Microsoft. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.
2. Confidential information.

- What is included. "Confidential information" is non-public information, know-how and trade secrets in any form that:

- are designated as being confidential; or

- a reasonable person knows or reasonably should understand to be confidential.

- What is not included. The following types of information, however marked, are not confidential information. Information that:

- is, or becomes, publicly available without a breach of this Program NDA;

- was lawfully known to the receiver of the information without an obligation to keep it confidential;

- is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

- is independently developed; or

- is a comment or suggestion one of us volunteers about the other's business, products or services.

3. Treatment of confidential information.

- In general. Subject to the other terms of this Program NDA, you agree that you will:

- not disclose Microsoft's confidential information to third parties;

- use and disclose Microsoft's confidential information only for purposes of participating in the Program; and

- not misuse Microsoft's confidential information, e.g., by using it to create a competitive product, enabling your employer to make a competitive product, to perform competitive intelligence on offerings on behalf of any third party, or other uses that are not expressly permitted by this Program NDA or the MVP Program Agreement.

- In general. Subject to the other terms of this Program NDA, you agree that you will:

- notify Microsoft promptly upon discovery of any unauthorized use or disclosure of confidential information; and

- cooperate with Microsoft to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.

- Disclosing confidential information if required by law. You may disclose Microsoft's confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give Microsoft enough prior notice to provide a reasonable chance to seek a protective order.

- Reverse engineering. You must refrain from reverse engineering, decompiling or disassembling any software code and/or prerelease hardware devices disclosed by Microsoft to you under the terms of this Program NDA, except as expressly permitted by applicable law.

- Warranties. In the event that Microsoft provides any computer software and/or hardware to you as confidential information under the terms of this Program NDA, such computer software and/or hardware may only be used by you for evaluation and providing feedback to Microsoft. Unless otherwise agreed in writing by Microsoft and you, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and you agree that neither Microsoft nor its suppliers shall be liable for any damages whatsoever arising from or relating to your use or inability to use such software and/or hardware.

- Warranties. In the event that Microsoft provides any computer software and/or hardware to you as confidential information under the terms of this Program NDA, such computer software and/or hardware may only be used by you for evaluation and providing feedback to Microsoft. Unless otherwise agreed in writing by Microsoft and you, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and you agree that neither Microsoft nor its suppliers shall be liable for any damages whatsoever arising from or relating to your use or inability to use such software and/or hardware.

4. Length of confidential information obligations. Except as permitted above, RECIPIENT will not use or disclose MICROSOFT's confidential information for five (5) years after disclosure. The five-year time period does not apply if applicable law requires a longer period.

5. General rights and obligations.

- Law that applies; jurisdiction and venue. The laws of the State of Washington govern this Program NDA. If federal jurisdiction exists, you consent to exclusive jurisdiction and venue in the federal courts in King County, Washington.

- Compliance with law. You will comply with all export laws that apply to confidential information.

- Waiver. Any delay or failure of Microsoft to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

- Money damages insufficient. You acknowledge that money damages may not be sufficient compensation for a breach of this Program NDA. You agree that Microsoft may seek court orders to stop confidential information from becoming public in breach of this Program NDA.

- Attorneys' fees. In any dispute relating to this Program NDA Microsoft will be entitled to recover reasonable attorneys' fees and costs.

- Enforceability. If any provision of this Program NDA is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this Program NDA will remain in place.

- Entire agreement. This Program NDA does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship ("other contracts"). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information in connection with your participation in the Program. It replaces all other prior and contemporaneous agreements and understandings regarding confidential information related to your participation in the Program. We can only change this agreement with a signed document that states that it is changing this agreement.

Acknowledged and agreed as of 1/9/2024:

Microsoft MVP:
Name:
(MVP ID#: 5933621)

Microsoft:

Microsoft Corporation and its affiliates
One Microsoft Way
Redmond, WA 98052
USA