

CONFIDENTIAL DISCLOSURE AGREEMENT
Development Collaboration

Effective Date: September 18, 2006

Participant (Company):
Address:

This Confidential Disclosure Agreement is entered into by and between Oracle USA, Inc. for and on behalf of itself and its subsidiaries and affiliates under common control ("Oracle") and the "Participant" identified above.

1. Confidential Information Participant agrees to treat all Confidential Information as Confidential Information of Oracle, both during and after the term of this Agreement.

2. Feedback Any information disclosed by Participant to Oracle during the Disclosure Period, including but not limited to any changes or suggested changes to Oracle's current or future products and services (collectively "Feedback"), shall be received and treated by Oracle on a non-confidential and unrestricted basis.

3. Disclosure Period and Term This Agreement controls only Feedback and Confidential Information which is disclosed between the Effective Date and December 31, 2006 ("Disclosure Period").

4. Protection and Use of Confidential Information Participant shall use the Confidential Information solely for the purpose of providing Feedback to Oracle.

writing. Participant shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Participant uses to protect its own confidential information of a like nature.

5. Exclusions This Agreement imposes no obligation upon Participant with respect to the Confidential Information which: (a) was in Participant's possession before receipt from Oracle; (b) is or becomes a matter of public knowledge through no fault of Participant; (c) is rightfully received by the Participant from a third party without a duty of confidentiality; (d) is disclosed by Oracle to a third party without a duty of confidentiality on the third party; (e) is independently developed by Participant without reference to Confidential Information; (f) is disclosed under operation of law; or, (g) is disclosed by Participant with Oracle's prior written approval.

6. Development Disclaimer: This Agreement is intended to provide for information sharing only and is not a commitment to deliver any material, code, or functionality. Any information provided under this agreement is subject to change at any time and, accordingly, should not be relied upon in making purchasing decisions.

7. Limitation of Liability: ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY PARTICIPANT OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous This Agreement sets forth the entire agreement with respect to the Feedback or Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Feedback or Confidential Information, whether written or oral.

ORACLE USA, Inc.

Authorized Signature:
(Vice President Level or higher)

Name:

Title:

Date:

PARTICIPANT

Authorized Signature:

Name:

Title:

Date: