CONFIDENTIAL DISCLOSURE AGREEMENT

HP Technology Exchange
London, UK
June 20th and 21st, 2011

In order to define obligations and waivers related to certain disclosed information, Hewlett-Packard Company ("HP") and the Participant identified below agree to the following:

1. **Disclosing Party**: The party disclosing Confidential Information ("Discloser") is HP.

2. **Description of Confidential Information**: The Confidential Information disclosed under this Agreement is described as:

   - HP: Any and all information relating to unannounced HP products, including their capabilities, specifications, and operation, and HP technologies, solutions, and services.

   - Participant: No confidential information will be disclosed.

3. **Restrictions**: The Participant's employees receiving Confidential Information ("Recipient") shall maintain the Confidential Information in confidence and disclose the Confidential Information only to the Participant's employees, subcontractors, and consultants who have signed a nondisclosure agreement with Participant, having similar terms and restrictions as this agreement, and who have a need to know such Confidential Information in order to evaluate the Confidential Information in anticipation of a business relationship between the parties, If the Recipient has signed as an individual and not as an authorized representative of a company, the Recipient may not share the Confidential Information with any third parties or other employees of the Participant's company.

4. **Disclosure and Protection Periods**.

   (a) The **Begin Disclosure Date** is: June 20, 2011

   (b) The **Disclosure Period** ends on the following date or at the end of the following time period: June 21, 2011.

   (c) The **Protection Period** ends on the following date or at the end of the following time period for all Confidential Information ("Protection Period"): Three years from the date of receipt of Confidential Information.

   (d) The **Disclosure Period** and the **Protection Period** start on the Begin Disclosure Date.

5. **Definitions**.

   (a) A **Discloser** is a party disclosing information.

   (b) A **Recipient** is a party receiving disclosed information.

   (c) An **Associate** is a parent, a subsidiary or corporate affiliate of Recipient whether directly or indirectly owned, or a third party contractually bound to Recipient in accord with this Agreement.

   (d) **Disclosed Information** is all information disclosed by the Discloser to the Recipient during the Disclosure Period.

   (e) **Confidential Information** is only Disclosed Information that is described generally in Section 2 and is:

      (i) disclosed during the Event,

      (ii) marked at the time of disclosure to show its confidential nature, or

      (iii) unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure.

   (f) **Non-Confidential Information** is all Disclosed Information that is not Confidential Information. If specific Confidential Information satisfies an Exception, the specific Confidential Information becomes Non-Confidential Information from that time forward.

   (g) An **Exception** is satisfied if the specific information: (i) was in Recipient's possession prior to receipt from Discloser (ii) is publicly known or readily ascertainable by proper means, (iii) is rightfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.

6. **Obligations**.

   (a) During the Protection Period only, Recipient will protect and ensure its participating Associates will 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 Recipient uses to protect its own confidential information of a like nature. Recipient will provide reasonable prior notice to Discloser and will request a protective order if Recipient is required to reveal the Confidential Information under a subpoena, court order or other operation of law.

   (b) Recipient will comply with all applicable export laws.

   (c) At the end of the Protection Period, Recipient's obligations end.

7. **Non-Confidential Information; Waivers**.

   (a) Non-Confidential Information is not subject to confidentiality or trade secret obligations, and may be published, disclosed or used for any purpose, except that no license under any patent, trademark, mask work or copyright is granted.

   (b) Each party waives all claims or portions of claims arising at any time that assert the confidentiality of, limitation of use of, breach of duty of care with respect to, or breach of this Agreement with respect to, Non-Confidential Information arising at any time or with respect to Confidential Information arising or continuing respectively after the end of the Protection Period.

   (c) Any cause of action, whether in contract, tort or other theory, either arising under this agreement or alleging the confidentiality of Disclosed Information, if litigated, will be litigated to the court; the parties will not request a jury trial; and the parties irrevocably waive any right to a jury trial.

8. **Choice of Law**. Without regard to conflict of law provisions, this Agreement is governed by and will be construed in accordance with the laws of the State of Delaware and the USA.

9. **Warranty**. Each Discloser warrants that it has the right to make the disclosures under this Agreement. Each Recipient warrants that its participating Associates will protect Confidential Information in accordance with the terms of this Agreement. THE PARTIES MAKE NO OTHER WARRANTIES. ANY DISCLOSED INFORMATION IS PROVIDED "AS IS."

10. **Miscellaneous**. Neither party acquires any patent, copyright, mask work or trademark rights under this Agreement, including under Section 2. This Agreement shall not restrict reassignment of Recipient's employees. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties; is the parties' complete and final agreement; supersedes all oral or implied agreements concerning the Disclosed Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original were sent to the other party.
HEWLETT-PACKARD COMPANY
P.O. BOX 692000
HOUSTON, TX 77269-2000

PARTICIPANT: signing as (check one only)

Company
Name: ____________________________________________
(Please Print)

Street Address: _____________________________________
(Please Print)

City, State, Zip: _____________________________________
(Please Print)

By: _______________________________________________
(Signature)

Printed: __________________________________________

Title: _____________________________________________

Email: ____________________________________________