NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "NDA") is effective 23 August, 2019 (the "Effective Date") and governs the disclosure of Confidential Information ("CI", as defined below) between the Adobe entity identified below, including entities that it directly or indirectly controls or is under common control with (collectively "Adobe"), and the party identified below, including entities that it directly or indirectly controls or is under common control with (collectively "Company"). The party disclosing CI is referred to as "Discloser" and the party receiving CI is referred to as "Recipient".   Company and Adobe may make disclosures of CI to each other for discussions, evaluation, or consultations, concerning their prospective or existing business relationship (the **Purpose**).

1. **Definition**. CI means Discloser's non-public written information, in any form, and all copies, summaries and extracts which is identified in writing as confidential at the time of disclosure, and any information disclosed in non-tangible form that is identified as confidential at the time of disclosure and summarized in a writing labelled as "confidential" delivered to Recipient within 15 days after disclosure. CI does not include information that (A) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of Recipient, (B) was known to Recipient, free of any confidentiality obligations, before its disclosure by Discloser, (C) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, or (D) is independently developed by Recipient without use of CI.

2. **Confidentiality Obligations**. Recipient will not reproduce, use, disseminate, or disclose CI to any person or entity, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the CI to further the Purpose and are bound by confidentiality obligations at least as restrictive as this NDA before having access to the CI. Recipient is responsible for any breach of this NDA by any of its representatives. Recipient will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the CI without Discloser's prior written consent. Recipient will treat all CI with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient will stop use of and return or destroy all tangible CI promptly upon request, together with any copies, except as otherwise required by law. Recipient may disclose CI (A) as approved in a writing signed by Discloser or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that Recipient promptly notifies Discloser upon receipt of the disclosure order and requests confidential treatment of any affected CI.

3. **No Other Rights.** All Discloser CI remains the property of Discloser. Unless expressly set forth in this NDA, Recipient does not receive any license or intellectual property rights to Discloser's CI. Each party agrees that Recipient (A) may independently develop and acquire software, hardware, and other technology for its own products, services, and processes, and that having access to Discloser's CI does not prohibit Recipient from freely developing or acquiring similar products without obligation to Discloser; and (B) is free to use the residuals of CI for any purpose, where "residuals" means that CI disclosed in non-tangible form that may be retained in the memories of representatives of Recipient.

4. **Termination**. Either party may terminate this NDA upon 10 days' written notice. However, all CI provided under this NDA will remain subject to the terms of this NDA.

5. **General**. All CI is provided "AS IS" and all warranties, express, implied, or otherwise are disclaimed. Any attempt to transfer all or part of a party's rights or obligations under this NDA without the prior written consent of the other party will be null and void. This NDA may only be modified by mutual written agreement signed by authorized representatives of the parties. This NDA contains the complete agreement between the parties as to the subject matter, and replaces and supersedes any other communications, or agreements, whether oral or written concerning the subject matter. Regardless of conflict of laws principles, this NDA is governed by and construed in accordance with the substantive laws in force in the State of California. The parties will comply with all applicable export laws and regulations in their use and disclosure of CI. This NDA may be executed in counterparts and may be signed electronically or with handwritten signatures. The English language version of this NDA will be the version used if any dispute arises.

IN WITNESS WHEREOF, the parties have executed this NDA through their authorized representatives as of the Effective Date.

Adobe Inc.
345 Park Avenue, San Jose CA 95110, United States

Acme Corporation Inc.
Road Runner Road, Coyoteville, CA78961, United States

_____
Authorized Signature

_____
Authorized Signature

_____
Print Name

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Print Name

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Title

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Title

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Date

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Date