FEBRUARY BAKEATHON 2008

LIABILITY RELEASE

By executing this Release and accepting the badge provided to you for use at the February Bakeathon 2008 event, you are releasing Sun Microsystems, Inc. of any liability against lost, stolen, or damaged property, including hardware and software, and against personal injury to you or your employees while at the event. You are solely responsible, and assume all risk, for any loss to yourself, your employees, or your property used at the event. You also release Sun Microsystems, Inc. from any and all liability and claims arising from the performance or non-performance of your company's products as it relates to your participation in February Bakeathon 2008. The individual signing this agreement represents that s/he has the authority to execute this Agreement on behalf of his/her company, and that the company agrees to the terms of this Agreement.

The foregoing is agreed to and accepted.

By:																						

Title:																						

Company Name:																					

Company Address:

Street 1:																					
Street 2:																					
City:									State					Zip:							
Country:																					

Date:			/			/		

Signature: _____

IN ORDER TO RECEIVE A BADGE FOR ADMITTANCE INTO

FEBRUARY BAKEATHON 2008, YOUR COMPANY MUST COMPLETE THIS FORM.

(Only one form per company is required)

You may either FAX this form to Lisa Week or bring it to the February 2008 Bakeathon.

Fax Number (303) 272-7736

February 2008 Bakeathon

Feb. 18-22, 2008

Confidentiality Agreement

This Confidentiality Agreement is intended to protect the participants in these tests and to ensure that any information relating to such tests is used solely to further the purpose of interoperability. It must be signed in order for your company to participate in the testing.

TERMS AND CONDITIONS

As a condition of participating in the February 2008 Bakeathon, sponsored by Sun Microsystems, Inc., located at Sun Microsystems Headquarters, 4150 Network Circle, Santa Clara, California from February 18 to 22, 2008, ("Bakeathon"), the company identified below ("Participant") agrees that any information about the performance, compatibility or test results relating to the products of any participant ("Information") is the confidential and proprietary property of the respective owners of such products. In order to protect the confidentiality of the Information, the Participant agrees that it will not disclose any Information or report any problems encountered by any participant during the Bakeathon test period to any non-participant of Bakeathon. Participant further agrees not to use the Information for its own benefit or for purposes other than testing of products.

The confidentiality obligations of the Participant herein will not apply beyond one (1) year from the last day of Bakeathon, nor will such obligations apply to any Information which (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Participant, (b) is knowingly furnished to others by its owner without restrictions on disclosure, (c) is received from a third party not under obligation to treat the Information as confidential, or (d) is independently developed by the Participant.

ACCEPTANCE

The obligation of confidentiality described above is expressly agreed to by the Participant. The individual signing below on behalf of the Participant warrants that he or she has been authorized to execute the Agreement on behalf of his or her company, and that the company agrees to the terms of this Agreement.

The foregoing is agreed to and accepted.

By:	
Title:	
Company Name:	
Date:	/ /

Signature: _____

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