<center>**MUTUAL NONDISCLOSURE AGREEMENT**</center>

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into as of the date last set forth in the signature block below ("Effective Date"), by and between the parties identified below.

<center>**RECITALS**</center>

A.   The parties wish to discuss the desirability of entering into a potential business transaction (the "***Potential Venture***").

B.   In order to evaluate the Potential Venture, the parties wish to exchange confidential technical and business information, and the parties are willing to disclose and receive such information on a confidential basis subject to the terms and conditions set forth in this Agreement.

<center>**AGREEMENT**</center>

1. Definitions. For purposes of this Agreement, "Recipient" shall mean the party that receives or obtains Confidential Information, "Discloser" shall mean the party that discloses or provides Confidential Information, and "Confidential Information" shall mean all information in any form concerning the Discloser that is obtained by the Recipient during the course of the discussions, including but not limited to technical know-how, patent applications, customer and supplier lists, product roadmaps, concepts, ideas, methods and procedures of operations, and marketing and financial information and which the Discloser, in the case of tangible disclosures, marks as "Confidential" or with a similar legend or, in the case of oral, visual or audio disclosures, designates as confidential at the time of disclosure; provided, however, that regardless of whether so marked or designated, any information which the Recipient knows or reasonably should know is confidential or proprietary of the Discloser shall be deemed Confidential Information of the Discloser.

2. Protection of Confidential Information. The Recipient shall:

a. maintain Confidential Information in confidence, shall not disclose Confidential Information, or any portion thereof, to any third party, and shall protect Confidential Information with at least the same degree of care as the Recipient uses in maintaining as secret its own confidential and proprietary information, but in no case less than a reasonable degree of care;

b. restrict disclosure of Confidential Information solely to employees of the Recipient having a need to know such Confidential Information in order to evaluate the Potential Venture;

c. advise each such employee, before he or she receives access to such Confidential Information of the obligations of the Recipient under this Agreement; and

d. use Confidential Information received from the Discloser only for purposes of its internal evaluation of the Potential Venture.

3. Exceptions. This Agreement imposes no obligation on the Recipient with respect to any portion of Confidential Information which the Recipient can demonstrate through written or other tangible proof:

a. was generally available to the public prior to Discloser's first disclosure thereof to Recipient or subsequently becomes generally available to the public through no fault of the Recipient;

b. was in Recipient's possession without an obligation of confidentiality prior to receipt from Discloser;

c. is lawfully received by the Recipient from a third party without an obligation of confidentiality; or

d. is independently developed by Recipient without use of Confidential Information of Discloser.

4. Required Disclosures. Nothing in this Agreement shall prohibit the Recipient from disclosing Confidential Information if legally required to do so by judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process in a judicial or governmental proceeding, provided that, unless legally prohibited, the Recipient shall give the Discloser prompt notice of such requirement prior to disclosure and cooperate with the Discloser in the event that the Discloser elects to contest such disclosure or seek a protective order with respect thereto.

5. Return of Confidential Information. Within thirty (30) days following request by the Discloser, the Recipient shall deliver to the Discloser any tangible Confidential Information of Discloser, and either deliver, or destroy all copies, notes, diagrams, computer memory media and other materials prepared or created by the Recipient containing any portion of Discloser's Confidential Information. Upon request, Recipient will certify such destruction in a writing signed by an officer of the Recipient.

6. No Licenses Granted. Except as expressly provided herein, this Agreement shall not be construed as granting or

conferring, either expressly or impliedly, any rights or licenses with respect to Confidential Information, or any intellectual property rights relating thereto. Confidential Information shall remain the sole property of the Discloser. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the parties to enter into any further agreement, with respect to the subject matter hereof or otherwise, or to require any party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

7. Term. This Agreement shall become effective as of the Effective Date and shall expire one (1) year thereafter, unless extended by the mutual agreement of the parties or terminated sooner by the mutual agreement of the parties. Expiration or termination of this Agreement shall not relieve the parties of any obligations set forth herein with respect to Confidential Information received under this Agreement prior to its expiration or termination, and all such obligation shall continue in accordance with the terms of this Agreement for a period of three (3) years from return or destruction of the Confidential Information in accordance with Section 5.

8. Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO, OR WARRANTS, ANY INFORMATION PROVIDED UNDER THIS AGREEMENT.

9. Remedies. In the event of a breach or threatened breach of this Agreement by any party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

10. Export. The Recipient shall not export, directly or indirectly, any technical data acquired from the Discloser or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

11. Assignment. Neither party may assign this Agreement or any rights or duties hereunder without the prior written consent of the other party and any attempted assignment without such consent shall be void, except that either party shall be entitled to assign this Agreement to any entity when a majority of the shareholders of the entity immediately after the assignment were a majority of the shareholders of the assigning party upon or immediately prior to the assignment. Subject to the foregoing, this Agreement shall be binding upon both parties, and their respective successors and assigns.

12. Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of laws. In the event of invalidity or unenforceability of any provision of this Agreement, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior confidential disclosure agreements, written or oral communications, representations, undertakings or understandings between the parties with respect to the subject hereof. Any additions or modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, each party has caused this Mutual Non-disclosure Agreement to be executed by its duly authorized representative.

Jama Software, Inc.
135 SW Taylor, Suite 200
Portland, OR 97204

OTHER PARTY: _____

Address: _____

_____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____