

NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement") by and between _____ ("Recipient"), and _____ ("Company"). Collectively Recipient and Company shall be referred to herein as "parties" or "party" as applicable.

Whereas, Company intends to disclose to Recipient certain proprietary and confidential information for the purposes of establishing a possible business relationship, transaction and/or additional agreement(s), and may in the future engage in discussions regarding future transactions (each, a "transaction"). In consideration of this exchange of certain proprietary and confidential information, any disclosure of confidential or proprietary information between the parties shall be subject to the following terms and conditions:

1) Confidential Information. Unless instructed otherwise in writing, the parties acknowledge that all information, knowledge, or data relating to the business of Company, including but not limited to: business model, web application target market, costs and financial information; pricing methods or strategies; existing and potential customers; market studies, plans and strategies; trade secrets, know how, ideas, strategies, inventions, materials, drawings, proprietary information, operational information, and any other non-public information, material or data relating to the past, current and/or future business and operations of Company (including any information, summaries or other compilations extracted from such shared information), shared for review, and in all instances marked as confidential, belongs to and is the sole and exclusive property of Company and shall be deemed confidential ("Confidential Information") and subject to nondisclosure. Confidential Information shall not include: (a) information which can be shown to have been in the public domain at the time of disclosure, (b) documented information which was possessed prior to the time of its disclosure hereunder, (c) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission on the part of the parties or party, or (d) information that is given to the parties without obligation of secrecy by a third party, who is free to disclose the information, as of the date of such third party's disclosure.

2) Use of Confidential Information. The parties acknowledge that any use of shared Confidential Information other than for the benefit of Company or the furtherance of a business relationship with Company, would be wrongful and cause irreparable harm to

Company. Accordingly, unless otherwise agreed to in writing by Company, Recipient agrees to (a) keep all Confidential Information confidential and to not, at any time during or after any transaction where Confidential Information disclosures are made, publish, disclose, or divulge Confidential Information to any person, firm, or corporation other than its Representatives and to cause its Representatives to observe the terms of this Agreement; (b) not use, directly or indirectly, copy, or reproduce any Confidential Information of Company for its own benefit or for the benefit of any person, firm, or corporation other than Company, and in any event only in connection with evaluating or engaging in a transaction or business relationship with Company. Recipient hereby agrees it shall be responsible for any breach by it or its Representatives. For the purposes of this Agreement, the term "Representative" shall mean the party's affiliates, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants) and controlling persons, who are actively and directly participating in any transaction with Company or who otherwise need to know the Confidential Information for the purpose of furthering any transaction with Company, and who agree to be bound by the terms of this Agreement.

3) Disclosures Required by Law. In the event Recipient is requested by applicable law or regulation or by legal process to disclose any Confidential Information or any other information concerning Company, Recipient agrees that it will provide Company with prompt notice of such request or requirement in order to enable Company to seek an appropriate protective order or other remedy, to consult with Company with respect to taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event Recipient will use its

reasonable best efforts to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment.

4) No Rights Created During Disclosure. It is understood by the parties that during disclosure, no right(s) in or license(s) under any present or future existing patents, patent applications, trademarks, copyrights, data, drawings, suggestions, ideas, or methods disclosed by the parties to each other shall be created in favor of Recipient as the recipient of the disclosed Confidential Information. Any Confidential Information disclosed to Recipient shall remain the sole property of Company, and no granting of any rights or licenses shall be created as a result of the disclosure.

5) Return of Documents. Upon written request by Company at any time, Recipient shall promptly return all Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or

based thereon in the party's possession or in the possession of any Representative of the party, provided, however, Recipient shall be permitted to charge Company for all reasonable costs incurred by Recipient for compliance with this Section.

6) Remedies. It is agreed that money damages would be an insufficient remedy for any breach of this Agreement, and the non-breaching party shall be entitled to injunctive relief, specific performance, and/or any other appropriate equitable remedy for any such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity.

7) Waiver and Severability. It is understood that no failure or delay by either party in exercising any right, power or privilege hereunder shall constitute waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law.

8) Non-disclosure Agreement Only. This Agreement shall

not constitute, create, give effect to, or otherwise imply a joint venture, pooling agreement, partnership, or formal business organization of any kind. The exchange of Confidential Information does not constitute a business offer, an acceptance, or promise for any future contract or amendment to any existing contract between the parties. Each party represents that the individual signing below has been given, and does have, the requisite authority to legally bind the party represented by that individual.

9) Modification. This Agreement contains the entire agreement between the parties concerning the confidentiality of the Confidential Information and cannot be modified, released, discharged, abandoned, or otherwise terminated in whole or in part unless approved in writing. This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, and any attempt to do so shall be void, provided, however, that either party shall be permitted to assign this agreement to any purchaser of all or substantially all of such party's assets or equity interests, without consent, provided such purchaser agrees to be bound by all terms and conditions contained herein.

10) Miscellaneous. This Agreement shall be governed by, construed, and enforced in accordance with the laws, and in the courts, of the Commonwealth of Massachusetts, Middlesex County, without giving effect to any conflict of laws principles. This Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns, and representatives of the parties hereto. All notices under this Agreement must be in writing addressed to the address first listed above, or at such other address as may be provided by such party from time to time. This Agreement may be executed in counterparts, each of which shall be deemed an original.

11) Term. This Agreement shall become effective upon execution by the parties and shall continue in full force and effect for a period of two (2) years from the date thereof, provided however, that the obligations of the parties contained herein shall continue for a period of five (5) years following the date of such termination

IN WITNESS WHEREOF, the undersigned have executed this Nondisclosure Agreement as of the effective date

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____