

SOFTWARE DEVELOPMENT NON-DISCLOSURE AGREEMENT

This Software Development Non-Disclosure Agreement ("Agreement") has been entered into on _____, 20____. between the parties set forth below

THE PARTIES

The "Parties" are referred to as the _____, referred to as the "1st Party," and

the _____, referred to as the "2nd Party."

Whereas the creation of _____ [Name of Software] with its purpose of _____ [Purpose of Software], hereinafter known as the "Software," necessitated the creation of this Agreement to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

II. TYPE OF AGREEMENT. Select One (1)

- Mutual – This Agreement shall be Mutual, whereas, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another in an effort to develop the Software.

- Unilateral – This Agreement shall be Unilateral, whereas, the 1st Party shall have sole ownership of the Software with the 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party in an effort to develop the Software.

DEFINITION OF CONFIDENTIAL INFORMATION: For the purposes of this Agreement, "Confidential Information" shall mean, without limitation, software products, software source code or any related codes in all formats, business plans, financial statements, lists of clients or users, statistical data, documentation, and correspondence that has not yet been made publicly available.

Confidential Information, however, excludes the following:

- (a) information readily accessible to the public;
- (b) commonly used algorithms or programming techniques;
- (c) information that the Parties had lawfully before this Agreement was signed; and
- (d) information created on one's own initiative without using any of the provided confidential information.

OBLIGATIONS. The Parties shall hold and maintain the Confidential Information in strict confidence at all times and with respect to their agents, employees, representatives, affiliates, and any other person or entity who has a "need to know" basis. The party responsible will be held entirely liable if any such confidential information leaks to a third party or becomes widely

known. Without the other Party's prior written consent, neither Party may publish, copy, or otherwise use the Confidential Information for their own personal gain. Any Party shall be required to return any and all Materials to the Requesting Party upon Request within ____ days.

If this Agreement is unilateral as indicated in Section, then the first party is exempt from this Section

If this agreement is unilateral as indicated in Section II, the first party is exempt from the provisions of this section.

TIME PERIOD. Until the information ceases to be a trade secret or until written notice is given releasing such Party from this Agreement, the bound Party's (ies') obligation to hold the confidential information in confidence will be in effect.

RELATIONSHIP. The Parties concur that nothing in this Agreement should be interpreted as implying that any Party is an employee, a partner, or that the Software is the result of a joint venture. Any and all ownership stakes must be disclosed in a separate agreement.

SEVERABILITY. The remaining provisions of this Agreement will be interpreted in a way that best reflects the Parties' intentions if a court rules that any of them are invalid or unenforceable.

INTEGRATION. This Agreement replaces all prior proposals, agreements, representations, and understandings with respect to the subject matter and expresses the complete understanding of the Parties. This Agreement cannot be changed unless both Parties acknowledge the change in writing.

ENFORCEMENT. The Parties recognize and concur that any violation of this Agreement would result in irreparable harm, for which damages and/or equitable relief may be sought, given the particular and delicate nature of the Confidential Information. The harmed Party shall be entitled to pursue all legal remedies.

GOVERNING LAW. State law in the state of _____ shall govern this Agreement.

Signature of 1st Party' _____ Date _____

Print Name _____

Signature of 2nd Party _____ Date _____

Print Name _____