

**MUTUAL NON-DISCLOSURE AGREEMENT**

Abaco Systems, Inc., having a place of business at 12090 South Memorial Parkway, Huntsville, AL 35803, and , having a place of business at \_\_\_\_\_, hereby agree as follows:

1. As used in this Agreement, "Confidential Information" shall mean any and all technical or business information furnished or disclosed, in whatever form or medium, by or on behalf of one party to the other party. Confidential Information disclosed by either party to the other hereunder may be in written form or it may be electronically, orally or visually presented. If in written form, it shall be identified as Confidential Information by an appropriate legend indicating its proprietary or confidential nature. If disclosed electronically, orally or visually, it shall be identified by the disclosing party as proprietary Information at the time of disclosure and shall be confirmed as such by written summary mailed to the receiving party within thirty (30) days after the original disclosure.
2. Confidential Information disclosed by either party to the other hereunder shall be used by the receiving party solely in order to evaluate, discuss, and pursue a possible business relationship with each other. The parties agree for a period of five (5) years from the date hereof:
  - (A) To restrict the dissemination of Confidential Information to only those employees, contractors, consultants, affiliates, and subsidiaries who have a need to know such information in the performance of their duties related to the purpose of this Agreement and who are subject to an obligation to keep such information confidential; and
  - (B) To exercise the same degree of care with regard to the protection of Confidential Information as it uses in protecting and preserving its own confidential and proprietary information, but not less than a reasonable degree of care.
3. The obligations of each party as set forth in this Agreement shall not apply to any information that:
  - (A) Has become generally available in the public domain without breach of this Agreement;
  - (B) The receiving party can establish by written documentation was in its possession prior to disclosure pursuant to this Agreement;
  - (C) The receiving party can establish by written documentation was independently developed by employees or consultants of the receiving party without access to the Confidential Information;
  - (D) The disclosing party has disclosed to a third party without restriction;
  - (E) The receiving party has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the other party to maintain such information in confidence;
  - (F) Is disclosed by the receiving party pursuant to the disclosing party's written approval; or
  - (G) The receiving party is compelled to release by law, a government agency, or court order, provided that it provides the disclosing party with notice of such compulsion sufficiently in advance of release so as to provide such disclosing party a reasonable time period to seek a protective order.
4. No rights are granted hereby except as expressly stated nor are any licenses under any patents or copyrights granted or to be implied by this Agreement. Neither party's Confidential Information may be copied except by express written permission of said party.
5. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither party nor their licensors make any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Information or any other information or data related thereto, or with respect to the use thereof by the other party.
6. In no event, whether as a result of breach of contract, breach of warranty, tort (including negligence) or otherwise, shall either party or their licensors be liable for any loss or damage arising out of the other party's use of Confidential Information or any part thereof, and each party agrees to indemnify the other against any such liability.
7. As unauthorized disclosure of Confidential Information by the receiving party hereunder could cause immediate and irreparable harm to the disclosing party, the disclosing party shall be entitled to injunctive relief against the receiving party in the event of a breach or threatened breach of this Agreement. Such remedy shall be in addition to all other legal and equitable remedies of such party.
8. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.
9. Each party shall comply with all export laws applicable to its dissemination of Confidential Information hereunder.
10. This Agreement is effective when duly signed by both parties and shall terminate two (2) years thereafter or two (2) weeks following written notice by either party to the other, whichever is first to occur. The obligations of Paragraph 2 above shall survive termination. This Agreement may be executed in counterparts. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by duly

**Abaco Systems, Inc.**

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**(Company)**

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Signature  
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Name:

Name:

Title:

Title:

Date:

Date: