



Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into as of the _____ of _____, by and between _____ ("COMPANY"), and SirsiDynix (SirsiDynix).

WHEREAS, COMPANY and SirsiDynix wish to enter into a relationship, which will entail both party's disclosure, either verbally, in written or other tangible form, to the other party certain proprietary information the disclosing party maintains as "trade secrets" and/or "confidential information", as a condition to such disclosure, the party's require each to sign and deliver this Agreement to establish certain restrictions to protect the information against the risk of unauthorized use or disclosure.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, COMPANY and SirsiDynix, intending to be legally bound, agree as follows:

1. This Agreement shall apply to all "trade secrets" and "confidential information" disclosed by the disclosing party to the recipient party and its personnel. For purposes of this Agreement, "trade secrets" entails information of the disclosing party, including but not limited to, technical and non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processors, financial data, financial plans, product plans and lists of potential customers, that is not generally known to, and is not readily ascertainable by proper means by others who could obtain economic value from its disclosure or use, and is subject to efforts by the disclosing party to maintain its secrecy. For software, "trade secrets" includes, but is not limited to, source code and software system design. "Confidential information" entails any data or information, other than trade secrets, that is competitively sensitive material, and not generally known by the public, such as product planning information, marketing strategies, pricing, and internal performance results. For software, "confidential information" includes, but is not limited to, system administration scripts, report and notice design, screen description language, data base record descriptions and system configuration and policy setting.

2. The recipient party shall not use, disclose or permit any unauthorized person to obtain any trade secrets of the disclosing party for as long as the pertinent information or data remain trade secrets (whether or not the trade secrets are verbal or in written or tangible form), without the prior written consent of the disclosing party. The recipient party shall not use, disclose, or permit any unauthorized person to obtain any confidential information of the disclosing party for as long as the pertinent information or data remain confidential information, but in no event for longer than five (5) years after the first instance of disclosure to the recipient party (whether or not the confidential information is verbal or in written or tangible form), without the prior written consent of the disclosing party. For purposes of this Agreement, the recipient party is authorized to disclose the trade secrets and confidential information of the disclosing party only to responsible personnel employed by the recipient party who must obtain the trade secrets or confidential information in order to carry out the purposes for which the trade secrets and confidential information have been disclosed to the recipient party and who have first signed and delivered to the disclosing party a nondisclosure agreement with respect to trade secrets and confidential information acceptable to the disclosing party.

3. For purposes of this Agreement, trade secrets and confidential information shall not include any information:

- (i) that is publicly available at the time of disclosure;
- (ii) that is or becomes generally known to the public through no fault of the recipient;
- (iii) that is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure;
- (iv) that the disclosing party approves for unrestricted release by written authorization; or
- (v) that is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order.

4. To protect the trade secrets and confidential information of the disclosing party, the recipient party shall adopt basic security measures of the kind commonly observed in industries that rely extensively on proprietary information. These security measures should include physical security measures, restrictions on access by unauthorized personnel, use of confidential agreements with personnel, and legending, systematic segregation, and selective retention or destruction of sensitive materials, as appropriate.

5. Upon the written request of the disclosing party, the recipient party shall return or destroy all materials in its possession or within its control that contain or reflect the trade secrets or confidential information of the disclosing party.

6. Nothing in this Agreement shall be construed to grant the recipient party any right or benefit, other than a license revocable at will and not coupled with an interest, for the sole purpose of using Confidential Information to complete the consulting project.

7. The unauthorized disclosure or use of any trade secrets or confidential information of the disclosing party could cause irreparable harm and significant injury to the disclosing party, which may be difficult to measure with certainty or compensate through damages. Accordingly, the disclosing party shall have the right to seek and obtain an immediate injunction enjoining any breach by the recipient party of this Agreement upon application to a court of competent jurisdiction.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, USA.

9. This Agreement shall inure to the benefit of, and be binding upon SirsiDynix and COMPANY and their respective successors and assigns.

10. Any additional or different terms which may be contained in any document furnished to SIRSIDYNIX by COMPANY are hereby objected to and rejected, and SirsiDynix entering into this Agreement with COMPANY shall not be deemed an acceptance of any such additional or different terms. This Agreement is the complete expression of the parties' agreement and supersedes all prior negotiations and agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

SirsiDynix

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____