

UNILATERAL NONDISCLOSURE AGREEMENT

This Agreement is being submitted to the undersigned in connection with discussions and other exchanges of information the undersigned has had or will have with Xtremesoft, Inc., a Massachusetts corporation (the "Company"), in connection with the possibility of licensing technology and products from the Company.

The undersigned acknowledges and agrees that its relationship with the Company is one of mutual trust and confidence and that the undersigned, through such discussions and other exchanges of information, may gain access to Confidential Information (as defined below). The undersigned agrees that it and each of its officers, directors and employees will maintain the confidentiality of all such Confidential Information as follows:

1. Confidential Information.

- a. Definition. "Confidential Information" for the purposes of this Agreement means all information and know-how, whether or not in writing, relating to the investments, business, technical or financial affairs of the Company, or the Company's subsidiaries, affiliates, investment companies, potential or future investment companies, customers, potential customers, suppliers or potential suppliers. Confidential Information includes, by way of illustration and not limitation, all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, inventions and developments, products, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and software (in both source code and object code formats), documentation, technologies, plans, vendor information, customer information, personnel information, research, and reports, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.
- b. Exclusions and Limitations. Notwithstanding anything to the contrary contained in the foregoing, Confidential Information shall not include information that (i) has become public knowledge through legal means without fault by the undersigned, (ii) is already public knowledge prior to the Company's disclosure of the same to the undersigned, or (iii) is known to the undersigned prior to the Company's disclosure of the same pursuant to this Agreement. In addition, the undersigned shall be entitled to release Confidential Information in order to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency, provided, however, in the case of release pursuant to this sentence the undersigned shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Company with sufficient advance notice to permit the Company to seek a protective order or other order protecting its Confidential Information from disclosure.

2. Obligations.

- a. The undersigned will use the same or greater degree of care in safeguarding the Confidential Information as it uses for its own confidential or like information and shall restrict disclosure to those of its employees who have a need to know the same in furtherance of the purposes of this Agreement and who have executed a written agreement that explicitly or implicitly requires them to comply with the terms of this Agreement. The undersigned will not disclose any Confidential Information or part thereof to others outside the undersigned and will not use the same for any purpose other than as expressly contemplated by this Agreement.
- b. The undersigned agrees that all Confidential Information contained in files, letters, memoranda, reports, records, data, sketches, drawings, notebooks, program listings, other written, photographic, or other tangible material, or computer input or output, computer memory, e-mail or other electronic media which the undersigned creates or which shall come into its custody or possession shall be and are the exclusive property of the Company to be used by the undersigned only for the purposes expressly contemplated by this Agreement. At the request of the Company, the undersigned shall destroy all of its copies of such Confidential Information or return the same to the Company, and in either case shall certify its compliance with the terms of this provision. After such destruction or delivery, the undersigned shall not retain any copies thereof or any such tangible property.

3. General.

- a. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- b. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any on occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- c. This Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. Venue for the adjudication of any claim or dispute arising out of this Agreement shall be proper only in the state or federal courts of the Commonwealth of Massachusetts, and all parties to this Agreement hereby consent to such venue and agree that it shall not be inconvenient and not subject to review by any court of than such courts in Massachusetts.
- d. The undersigned acknowledges that a breach of the foregoing obligations may cause irreparable injury to the Company and that the Company, without the requirement or posting bond or other security, may seek and obtain injunctive or other equitable relief against such breach or threatened breach without prejudice to any other remedies which may be available to it.
- e. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party or to commit the other party in any way whatsoever, without obtaining the other party's prior written consent.
- f. The obligations of confidentiality hereunder in respect of any Confidential Information shall terminate three (3) years from the date of the disclosure of such Confidential Information.
- g. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning the subject matter hereof and understandings concerning the subject matter hereof. This Agreement may be amended, waived or revoked only by a written instrument executed by both parties hereto. This Agreement shall survive the execution of any contract between the parties unless otherwise expressly agreed.
- h. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by a duly authorized representative.
- i. All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have delivered (a) on the date personally delivered, (b) on the date mailed, postage prepaid by certified mail with return receipt requested, or (c) when sent via facsimile and confirmed to the following address as applicable:

If to the Company:
 Xtremesoft, Inc.
 800 West Cummings Park
 Suite 1750
 Woburn, MA 01801 USA
 Attn: Michael Dexter-Smith

If to the undersigned:

 Attn:

THE UNDERSIGNED HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND UNDERSTANDS AND AGREES TO EACH PROVISION.

Xtremesoft, Inc.

[Company]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____