

**CARR SCOTT SOFTWARE INCORPORATED
5 WINDY HILL LANE
DUXBURY, MASSACHUSETTS 02332 U.S.A.**

NON-DISCLOSURE AGREEMENT; MUTUAL

This Agreement, made and effective as of the last date set forth below, by and between Carr Scott Software Incorporated ("Carr Scott") and the other party named below (the "Company") sets forth the terms and conditions for the confidential disclosure of certain confidential and proprietary information, that each party regards to be secret and desires to protect from unauthorized disclosure or use (hereinafter collectively, "Information"). This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form. Carr Scott and Company are willing to disclose Information (as "Owning Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein for the sole purpose of: evaluation of Carr Scott's software products by Company for potential licensing (the "Permitted Purpose").

Carr Scott and Company agree as follows:

1. The Information shall remain the sole property of the Owning Party, the disclosure of Information by the Owning Party is in strictest confidence and thus the Receiving Party agrees to:

- a. Use the Information only for the Permitted Purpose and disclose the Information only to those employees of Receiving Party having a need to know in order to accomplish the Permitted Purpose;
- b. Advise each such employee of the obligations of the Receiving Party under this Agreement before he or she receives the Information; and
- c. Return to Owning Party all materials containing Information or confirm to Owning Party in writing the destruction of all materials containing Information within 15 days of a request by Owning Party.

2. Information does not include information that the Receiving Party can demonstrate: (a) was known to Receiving Party prior to disclosure by Owning Party, (b) was lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) was or becomes known or publicly available other than by unauthorized disclosure, or (d) was independently developed by Receiving Party.

3. If the Receiving Party is required to disclose Information by a judicial or other governmental order, the Receiving Party will immediately notify Owning Party and take reasonable steps to assist Owning Party in resisting such order prior to disclosure.

This Agreement expresses the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, commitments and understanding pertaining to the subject matter hereof. Any amendment or modification of this Agreement will be in writing and signed by both parties. Other than expressly stated herein, Owning Party grants no license to the Receiving Party under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Information. The Receiving Party will not remove any proprietary rights legend from, and will, upon Owning Party's reasonable request, add any proprietary rights legend to materials containing Information. This Agreement is binding upon Carr Scott and the Company and upon the directors, officers, employees and agents of each.

Company Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

4. Tangible materials which contain Information will be marked or otherwise designated by Owning Party as "Confidential" at the time of disclosure.

5. OWNING PARTY MAKES NO WARRANTIES REGARDING THE ACCURACY OF THE INFORMATION AND WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, RESULTING FROM THE RECEIPT OR USE OF THE INFORMATION BY RECEIVING PARTY.

6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctive relief to restrain such breach.

7. This Agreement and all actions related hereto will be governed by the laws of the United States of America, Commonwealth of Massachusetts, where suit may be brought to enforce the terms of this Agreement.

8. The rights and obligations of the parties to this Agreement may not be assigned or otherwise transferred.

9. The obligations of the Receiving Party under this Agreement will continue as long as the Information remains in its possession.

Carr Scott Software Incorporated

Signature: _____

Name: _____

Title: _____

Date: _____