

Non-Disclosure Agreement

MUTUAL CONFIDENTIALITY AGREEMENT Dated: _____,
 Made between the parties:

(1) "Vuzion" Vuzion Ireland Limited

Registered office: Coliemore House, Coliemore Road, Dalkey, Co. Dublin
 A96 A8D5

Registered number: 593416

(2) "Company" _____

Registered office: _____

Registered number: _____

Background

- (A) **Vuzion** aggregates complementary cloud and professional services to help service providers, VARs, Microsoft CSP Partners, and ISVs build a sustainable business model. Services include consultancy, support and billing automation.
- (B) Vuzion owns or controls Confidential Information relating to the delivery of the Services and Intellectual Property Rights in it.
- (C) Company owns or controls Confidential Information relating to the Services and Intellectual Property Rights in it.
- (D) The Parties wish to disclose Confidential Information to each other and to regulate how Confidential Information is to be treated in accordance with this Agreement.

Agreement

The Parties hereby agree as follows:

1. Definitions

In this Agreement:

"Confidential information" means the existence and contents of this Agreement and any and all information, in whatever form, whether tangible or intangible, and whether disclosed before or after this Agreement, which is now or at any time after the date of this Agreement owned or controlled by the Disclosing Party or relates to the Disclosing Party's business or affairs.

“Disclosing Party”	means the party disclosing Confidential Information to the other.
“Intellectual Property Rights”	means any and all trade and service marks, patents, copyrights, design rights, (whether registered or not and all applications for any of the foregoing), database rights and rights in know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof which may now or in the future subsist in the United Kingdom and all other countries in the world.
“Permitted Representatives”	means directors, employees, and professional advisors of the recipient.
"Proper Use"	means the use of Confidential Information wholly, necessarily and exclusively for the purpose of the parties joint discussions and mutual business opportunities.
"Recipient"	means the party receiving Confidential Information from the other.
“Services”	means managed IT services.

2. Duration

The obligations of the Parties under this Agreement will cease to have effect 5 (five) years after the date of this Agreement.

3. Recipient’s Obligations

In consideration of the Disclosing Party disclosing Confidential Information to the Recipient, the Recipient shall (and shall ensure that Permitted Representatives shall):

- 3.1 use Confidential Information only for the Proper Use
- 3.2 keep Confidential Information confidential;
- 3.3 permit access to Confidential Information only to Permitted Representatives who need such access for the Proper Use, and inform each of them of the confidential nature of the Confidential Information and of the Recipient's obligations under this Agreement with such Permitted Representatives entering into a Confidentiality Agreement if necessary to protect the intentions of this Agreement;
- 3.4 keep Confidential Information (and any information generated by the Recipient based upon it) separate from all other information of the Recipient;
- 3.5 not copy Confidential Information except as necessary for the Proper Use;
- 3.6 keep the existence, nature, and content of this Agreement confidential;
- 3.7 not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside the Recipient's usual place or business; and

- 3.8 at the Disclosing Party's request and option, promptly deliver to the Disclosing Party or destroy (and certify the destruction of) all materials and data the Recipient or Permitted Representatives may have or control that contain any Confidential Information.

4. Expectations

The obligations set out in the clause headed "Recipient's Obligations" shall not apply to Confidential Information that:

- 4.1 was already in the lawful possession of the Recipient and at its free disposal before the Disclosing Party's disclosure to the Recipient;
- 4.2 is lawfully disclosed to the Recipient by a third party without any obligations of confidence;
- 4.3 is in the public domain other than through a breach of this Agreement;
- 4.4 is replicated independently by or for it by someone without access or knowledge of the Confidential Information; or
- 4.5 is required to be disclosed by law, stock exchange rules, or government or statutory regulatory body.

5. Status of Agreement

This Agreement and/or the disclosure of Confidential Information shall not constitute or imply any commitment, representation or promise by either of the Parties to sell, supply purchase or procure any product or service or to grant any intellectual property right.

- 5.2 Nothing in this Agreement shall assign, licence or otherwise transfer or be deemed to transfer to either party any right or interest whatsoever (including any Intellectual Property Rights) except as expressly set out in this Agreement.
- 5.3 The Disclosing Party shall not be liable for the cost of any evaluation or preliminary development work carried out by the Recipient or for any other costs or commitments.
- 5.4 A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6. Export

If the U.S. Export Administration Act (or any equivalent law) applies to the Confidential Information, the Recipient shall not disclose it nor export products produced with the benefit of the Confidential Information to or in any country to which restrictions are applied from time to time by the Office of Export Licensing of the U.S. Department of Commerce (or any equivalent body).

7. Law

This Agreement shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the Irish courts.

8. Remedies

- 8.1 The rights and remedies provided for by this Agreement are cumulative with, and not exclusive of, any rights or remedies provided by law.
- 8.2 Without prejudice to any other rights or remedies of the parties, the Recipient acknowledges for the benefit of the other that damages might not be an adequate remedy

for any breach of the provisions of this Agreement and that, accordingly, the Recipient agrees that in the event of any such breach on their part and notwithstanding the Disclosing Party's liability to prove actual damage incurred as a result of such breach, the Recipient will not oppose the granting of injunctive relief, specific performance or other equitable relief in favour of the Disclosing Party whether applied for in a jurisdiction to which this Agreement is subject or otherwise.

9. Waiver

- 9.1 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
- 9.2 No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9.3 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

10. Third Party Rights

No person (other than the parties to this Agreement) who is given any rights or benefits under this Agreement shall be entitled to enforce those rights or benefits against the parties to this Agreement and the operation of the Contract (Rights of Third Parties) Act 1999 is hereby excluded.

11. Survival

The Recipient's obligations shall survive and continue and shall not merge with any subsequent agreement between the Parties.

SIGNED for and on behalf of Vuzion

SIGNED for and on behalf of Company

Signature

Signature

Name

Name

Position

Position
