

NONDISCLOSURE AGREEMENT

In order to protect confidential information which may be disclosed between them, Dartware, LLC and the "Participant" identified below agree that:

1. The parties to this Agreement are **Dartware, LLC** having offices at 10 Buck Road, Hanover, NH 03755, and the **Participant** whose address is shown below.
2. The Discloser(s) of confidential information is (are):
 "Dartware" "Participant" "Both Parties"
3. The parties' representatives for disclosing or receiving confidential information are for Dartware, LLC: Richard Brown, President; and for **Participant** named below.
4. The confidential information disclosed under this Agreement is described as: (Please identify the subject matter that each party regards as confidential when both are disclosing confidential information.)

Future versions of InterMapper Software

5. A party receiving confidential information under this Agreement ("Recipient") shall use the confidential information only for the purpose of: (Please identify how each Recipient is permitted to use the confidential information.) **Testing InterMapper Software and providing feedback to Dartware**
6. Recipient shall reproduce such confidential information only to the extent necessary for the above purpose, shall restrict disclosure of such confidential information to the employees with a need to know (and advise such employees of the obligations assumed herein), and shall not disclose such confidential information to any third party without prior written approval of Discloser. Neither party shall be liable for the inadvertent or accidental disclosure of such confidential information received hereunder, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the degree of care such party normally exercises to preserve its own proprietary information of a similar nature.
7. Confidential information shall be subject to these restrictions only: (i) if it is in writing, or other tangible form, and clearly marked as confidential or proprietary when disclosed to the Recipient, or (ii) if it is not in tangible form, only to the extent it is summarized in a writing, clearly marked as confidential or proprietary and delivered to the Recipient within thirty (30) days of first disclosure to Recipient.
8. All confidential information shall remain the property of Discloser and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such confidential information.
9. Recipient's duty to protect and safeguard confidential information commences upon receipt of the confidential information and expires on 31 March 2007.

10. These restrictions on the use or disclosure of confidential information shall not apply to any confidential information:
 - I. which is independently developed by the Recipient, without the use of Discloser's confidential information, or lawfully received free of restriction from another source having the right to so furnish such confidential information; or
 - II. after it has become generally available to the public without breach of this Agreement by the Recipient; or
 - III. which at the time of disclosure to the Recipient was known to the Recipient free of restriction as evidenced by documentation in the Recipient's possession; or
 - IV. which Discloser agrees in writing is free of such restrictions.
11. No license, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right, is either granted or implied by the conveying of confidential information to the recipient. None of the confidential information which may be disclosed by Discloser shall constitute any representation, warranty, assurance, guarantee or inducement by Discloser of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of Discloser.
12. Neither this Agreement nor the disclosure or receipt of confidential information shall constitute or imply any promise or intention to make any purchase of products or services by either party or its affiliated companies or any commitment by either party or its affiliated companies with respect to the present or future marketing of any product or service.
13. The parties acknowledge that any software, material and any technical information provided under this Agreement are subject to the export laws and regulations of the U.S., and any use or transfer of such software, material or technical information must be authorized under those laws and regulations. The Recipient agrees that it shall not use, distribute, transfer or transmit software, material or technical information (even when incorporated into other products) except in compliance with the export laws and regulations of the U.S. If requested by Discloser, Recipient shall sign written assurances and other export-related documents as may be required under the export laws and regulations of the U.S.
14. This Agreement shall terminate on 31 March 2007, however this Agreement may be terminated earlier with regard to further exchange of confidential information by written notice to the parties' representatives; nevertheless, Recipient agrees that all of its obligations under sections 6, 9 and 13 shall survive and continue after such termination.
15. This Agreement constitutes the entire understanding between the parties hereto as to the confidential information and supersedes all prior discussions between them relating thereto.
16. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
17. This Agreement shall be governed by the laws of the New Hampshire except as specified in section 13.

Participant: _____

By: (Signature) _____

Title: _____

Date: _____

Company: _____

Address _____

Phone/Fax: _____

Dartware, LLC:

By: (Signature): _____

Title: _____

Date: _____