

EDISON DESIGN GROUP, INC.
CONFIDENTIAL DISCLOSURE AGREEMENT -- NON-COMMERCIAL USE

THIS AGREEMENT ("Agreement") is made and entered into as of _____
by and between EDISON DESIGN GROUP, INC., having a principal place of business at 11
Rocky Way, West Orange, NJ 07052 ("EDG") and

("DISCLOSEE") having a principal place of business at _____.

WHEREAS EDG has developed the following software:

("EDG Software");

WHEREAS DISCLOSEE desires to have access to the EDG Software for the following limited
purposes:

("DISCLOSEE Purpose");

WHEREAS EDG is willing to provide DISCLOSEE with source code and related internal docu-
mentation for the EDG Software ("EDG Source Code"), which is confidential and proprietary
information of EDG, for the limited purpose of the DISCLOSEE Purpose, and under the terms
and conditions set forth herein;

WHEREAS EDG may supply to DISCLOSEE certain confidential and proprietary information
other than the EDG Source Code for the limited purpose of the DISCLOSEE Purpose and under
the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the
parties hereto agree as follows:

1. Definitions. "CONFIDENTIAL INFORMATION" as used herein shall mean software , docu-
mentation, and associated information disclosed or made available by EDG to DISCLOSEE,
whether disclosed in writing or orally. The CONFIDENTIAL INFORMATION specifically
includes the EDG Source Code. The CONFIDENTIAL INFORMATION specifically excludes
any binary or object code versions of the EDG Software. CONFIDENTIAL INFORMATION
shall not be considered confidential if (a) it was in the possession of DISCLOSEE prior to the dis-
closure without being covered by another confidentiality obligation, (b) it was available to the
public prior to the disclosure, (c) it is subsequently acquired by DISCLOSEE from a third party
whose source to the information neither directly nor indirectly is EDG and the information from
this independent source is not covered by another confidentiality obligation, (d) it subsequently
becomes available to the public though no default of DISCLOSEE, or (e) it is independently
developed by DISCLOSEE without breaching this Agreement.

2. Acknowledgments. EDG represents that it has sole rights to the CONFIDENTIAL INFORMATION and that it has the right to disclose to DISCLOSEE the CONFIDENTIAL INFORMATION. DISCLOSEE acknowledges and agrees that the CONFIDENTIAL INFORMATION is the sole property of, proprietary to, and a valuable trade secret of EDG and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to EDG.

3. Obligations of DISCLOSEE. In consideration of the disclosure to DISCLOSEE of the CONFIDENTIAL INFORMATION, DISCLOSEE agrees to treat the CONFIDENTIAL INFORMATION in confidence and to undertake the following additional obligations with respect thereto:

3.1. to use the CONFIDENTIAL INFORMATION for the DISCLOSEE Purpose, provided that such use does not conflict with the other obligations of DISCLOSEE under this Agreement, and provided that all such use is non-commercial;

3.2. not to copy, in whole or in part, CONFIDENTIAL INFORMATION, except as reasonably needed during DISCLOSEE's use of the CONFIDENTIAL INFORMATION;

3.3. not to disclose the CONFIDENTIAL INFORMATION to third parties (except as indicated in Subparagraph 3.4 of this Agreement);

3.4. to limit dissemination of the CONFIDENTIAL INFORMATION ("Dissemination") to those individuals or entities ("Subdisclosees") who have a need to know to perform the limited tasks set forth in Subparagraph 3.1 of this Agreement. Prior to any Dissemination, (a) each such Subdisclosee shall be informed of the terms of this Agreement, (b) each such Subdisclosee shall sign a Confidential Disclosure Acknowledgement of the form attached to this Agreement as Exhibit A, and (c) EDG shall receive a copy of each such signed Confidential Disclosure Agreement; and

3.5. to return the CONFIDENTIAL INFORMATION, including all copies and records thereof, to EDG promptly upon EDG's request, a decision by DISCLOSEE to terminate performance of the DISCLOSEE Purpose, or termination of any negotiated agreement between the parties, whichever occurs first; however, all such CONFIDENTIAL INFORMATION that cannot reasonably be returned to EDG shall be destroyed by DISCLOSEE in a manner acceptable to EDG; EDG shall not unreasonably withhold such acceptance.

4. No Warranties. EDG provides the CONFIDENTIAL INFORMATION "AS IS" and without warranties of any kind, including without limitation warranties as to performance or merchantability. THE CONFIDENTIAL INFORMATION IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OFFERED.

5. No Liability. EDG shall have no liability of any kind regarding the CONFIDENTIAL INFORMATION, the use or misuse of the CONFIDENTIAL INFORMATION, or the nonperformance or delay in performance of any terms and conditions of this Agreement, including without limitation any special, indirect, or consequential damages.

6. Ownership of Software or Other Product Developed From EDG Software. DISCLOSEE shall retain all right, title, and ownership interest in and to all modifications, updates, or enhancements made to the EDG Software by DISCLOSEE.

7. Survival. The restrictions and obligations of Paragraph 3 of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to DISCLOSEE, its successors, heirs, and assigns.

8. Negation of Licenses. No rights or licenses, expressed or implied, are hereby granted to DISCLOSEE under any patents, copyrights, trademarks, or trade secrets of EDG as a result of or related to this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, U.S.A.

10. Sole Agreement; Changes. This Agreement is the sole agreement between the parties regarding the CONFIDENTIAL INFORMATION. All changes to this Agreement must be written and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

EDISON DESIGN GROUP, INC.

DISCLOSEE:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
CONFIDENTIAL DISCLOSURE ACKNOWLEDGEMENT

PROGRAMMER: _____ DATE: _____

ADDRESS: _____

PROGRAMMER desires to obtain access from _____
("DEVELOPER") to certain computer software and related information developed by EDISON
DESIGN GROUP, INC. ("EDG") ("EDG Software") for the sole purpose of assisting DEVEL-
OPER regarding the EDG Software.

THEREFORE, PROGRAMMER agrees to the following terms and conditions:

1. Definition. "CONFIDENTIAL INFORMATION" as used herein shall mean software, docu-
mentation, and related information disclosed or made available by EDG to DEVELOPER, and
disclosed or made available by DISCLOSER to PROGRAMMER, whether disclosed to PRO-
GRAMMER in writing or orally. The CONFIDENTIAL INFORMATION specifically includes
any source code portions and related internal documentation of the EDG Software ("EDG Source
Code"). The CONFIDENTIAL INFORMATION specifically excludes any binary or object code
versions of the EDG Software. CONFIDENTIAL INFORMATION shall not be considered confi-
dential if (a) it was in the possession of PROGRAMMER prior to the disclosure without being
covered by another confidentiality obligation, (b) it was available to the public prior to the dis-
closure, (c) it is subsequently acquired by PROGRAMMER from a third party whose source to the
information neither directly nor indirectly is EDG and the information from this independent
source is not covered by another confidentiality obligation, (d) it subsequently becomes available
to the public through no default of PROGRAMMER, or (e) it is independently developed by PRO-
GRAMMER without breaching this Agreement

2. Acknowledgments. PROGRAMMER acknowledges and agrees that the CONFIDENTIAL
INFORMATION is the sole property of, proprietary to, and a valuable trade secret of EDG and
that any disclosure or unauthorized use thereof may cause irreparable harm and loss to EDG.

3. Obligations of PROGRAMMER. In consideration of the disclosure to PROGRAMMER of
CONFIDENTIAL INFORMATION, PROGRAMMER agrees to treat CONFIDENTIAL INFOR-
MATION in confidence and to undertake the following additional obligations with respect
thereto:

3.1. to use the CONFIDENTIAL INFORMATION as required to assist DEVELOPER, provided
that such use does not conflict with the other obligations of PROGRAMMER under this
Acknowledgement, and provided that all such use is non-commercial;

3.2. not to copy, in whole or in part, CONFIDENTIAL INFORMATION, except as reasonably
needed during PROGRAMMER's use of the CONFIDENTIAL INFORMATION;

3.3. not to disclose CONFIDENTIAL INFORMATION to third parties, except PROGRAMMER may disclose CONFIDENTIAL INFORMATION to other programmers who need to know if and only if (a) DEVELOPER instructs PROGRAMMER to make such disclosure, and (b) prior to any such disclosure, DEVELOPER confirms to PROGRAMMER that each such other programmer has signed a similar Confidential Disclosure Acknowledgement; and

3.4. to return CONFIDENTIAL INFORMATION, including all copies and records thereof, to DEVELOPER promptly upon DEVELOPER's request or termination of PROGRAMMER's assisting DEVELOPER, whichever occurs first; however, all such CONFIDENTIAL INFORMATION that cannot reasonably be returned to DEVELOPER shall be destroyed by PROGRAMMER in a manner acceptable to EDG; EDG shall not unreasonably withhold such acceptance.

4. No Warranties. EDG provides the CONFIDENTIAL INFORMATION "AS IS" and without warranties of any kind, including without limitation warranties as to performance or merchantability. THE CONFIDENTIAL INFORMATION IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OFFERED.

5. No Liability. EDG shall have no liability of any kind regarding the CONFIDENTIAL INFORMATION, the use or misuse of the CONFIDENTIAL INFORMATION, or the nonperformance or delay in performance of any terms and conditions of this Acknowledgement, including without limitation any special, indirect, or consequential damages.

6. Survival. The restrictions and obligations of Paragraph 3 of this Acknowledgement shall survive any expiration, termination, or cancellation of this Acknowledgement and shall continue to bind PROGRAMMER, its successors, heirs, and assigns.

7. Negation of Licenses. No rights or licenses, expressed or implied, are hereby granted to PROGRAMMER under any patents, copyrights, trademarks, or trade secrets of EDG as a result of or related to this Acknowledgement.

8. Governing Law. This Acknowledgement shall be construed and enforced in accordance with the laws of the State of New Jersey, U.S.A.

PROGRAMMER:

Signature: _____

Name: _____

Title: _____

Date: _____