Thought Technology Ltd

2180 Belgrave Avenue, Montreal QC, Canada H4A 2L8
Tel: 514 489-8251   Fax: 514 489-8255

Confidentiality Agreement

This Agreement between Thought Technology Ltd., 2180 Belgrave Avenue, Montreal, Quebec, Canada H4A2L8, the "disclosing party", and __the Department of Computer Science at the University of Saskatchewan__ , the "receiving party", confirms the terms and conditions under which the undersigned as parties hereto will exchange proprietary information with respect to Thought Technology programming interfaces, referred to collectively as TTLAPI, and comprising Activex controls TTLLive and TTLSessionMgr,

for the purpose of enabling development of software applications using said interface(s), for non-commercial use only, unless otherwise agreed by Thought Technology Ltd.

1)   All information disclosed under this Agreement which is considered by the disclosing party to be confidential and proprietary (hereinafter "Confidential Information") and which is in writing or other tangible form will be clearly marked by the disclosing party, or otherwise agreed between the parties, as being confidential. Any Confidential Information initially disclosed orally or visually will be identified as being confidential at the time of disclosure and confirmed in writing by the disclosing party within thirty (30) days of such disclosure.

2)   The disclosing party shall limit the disclosure of its Confidential Information to the other party to that required for the purposes of this Agreement. No Confidential Information shall be disclosed until the disclosing party has described the general nature and scope of the information to be disclosed, and the other party has agreed to receive such information in confidence. These conditions are fulfilled by mentions given in the preamble to this agreement, and by the execution of this agreement by both parties, provided that the information under consideration falls within the scope provided for in the preamble.

3)   The receiving party agrees that all Confidential Information received from the disclosing party under this Agreement shall be maintained in confidence for a period of ten (10) years from the effective date of this Agreement, or for a lesser period if expressly agreed by the disclosing party. During this period, the receiving party agrees not to use such Confidential Information for any purpose other than that set forth above without the prior written consent of the disclosing party. The receiving party shall use the same standard of care to protect the confidentiality of information received from the disclosing party as it uses to protect its own Confidential Information, and shall limit disclosure of such information to those of its personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of such information. This requirement of confidentiality may extend to, and restrict distribution of, works produced by the receiving party that contain or embody Confidential Information of the disclosing party; such as source code written with knowledge of the Confidential Information and illustrating its application.

4)   Notwithstanding the preceding provisions, obligations regarding confidentiality and use of Confidential Information disclosed hereunder shall not include:

a) information which, at the time of disclosure, was published, known publicly, or otherwise in the public domain;

b) information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the receiving party;

c) information which, prior to the time of disclosure, is known to the receiving party or, after disclosure, is independently developed by the receiving party as evidenced by its written records; and

d) information which, after disclosure, is made available to the receiving party in good faith by a third party who is under no obligation of confidentiality of secrecy to the disclosing party.

5) The disclosure of Confidential Information hereunder shall not result in any right or license under any patent or know-how being granted to the other party, nor shall it be construed to impose on the receiving party any restriction, duty of obligation other than that of confidentiality and non-use as expressly provided herein.

6) All written documents containing Confidential Information and other confidential material in tangible form received under this Agreement shall remain the property of the disclosing party, and all such documents together with any copies or excerpts thereof and any such other materials shall be promptly returned to the disclosing party upon request.

7) The effective date of this Agreement shall be the date first written below.

ACCEPTED AND AGREED TO:

Date: Feb 2/10   Signed: _____
                                          Dr. Hal Myers, Ph.D
                                          President
                                          Thought Technology Ltd.

Date: February 2nd, 2010   Signed: _____
                                          Dr. Regan Mandryk, Ph.D.
Indicate capacity: Assistant Professor

Indicate organization: University of Saskatchewan

This contract is written in English with agreement of both parties. Any litigation in connection with this agreement will proceed according to the laws of the Province of Quebec.

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