

NON-DISCLOSURE AGREEMENT

In order to facilitate technical discussions concerning existing or future product development efforts by the parties (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other party identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earlier of the two signature dates below.
2. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information").
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.
5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose. Further, each party recognizes that the other party may in the future develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this agreement. Accordingly, Recipient may use Residuals for any purpose, including use in the acquisition, development, manufacture, promotion, sale, or maintenance of products and services; provided that this right to Residuals does not represent a license under any intellectual property and/or proprietary rights of Discloser. The term "Residuals" means information that is retained in the unaided memories of Recipient's employees or contractors as permitted herein who have had access to Discloser's Confidential Information. Memory is unaided if the employee or contractor has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

Google Inc.

Signature: _____

Print Name: _____

Title: _____

Address: 1600 Amphitheatre Parkway _____

Mountain View, California 94043 _____

Date: _____

Party:

(full company or individual name)

Signature: _____

Print Name: _____

Title: _____

Address: _____

Date: _____