CORPORATE NONDISCLOSURE AGREEMENT

NDA#_____

THIS AGREEMENT is effective as of . . . . , 20 . . . between . . . . and Cincom Systems, Inc. This Agreement will apply to all divisions or locations of each party, unless specified to the contrary in writing by either party.

1. Definitions. The confidential or trade secret information (hereinafter "Confidential Information") provided hereunder is that information marked as confidential or proprietary; all other disclosures will either be identified at the time of disclosure as confidential or, in the case of information made available by Cincom to members of the VisualWorks Developer Program, will be assumed to be confidential. Confidential Information does not include information which (i) is in the receiving party's possession at the time of disclosure, (ii) is or becomes part of the public knowledge or literature, not as a result of any action or inaction of the receiving party, (iii) is obtained by the receiving party from another source without a duty of confidentiality, or (iv) is independently developed by the receiving party.

2. Nondisclosure. Except as provided in this Section, the receiving party agrees not to use the disclosing party's Confidential Information for any purpose other than participation in the Visual-Works Developer Program. For a period of three (3) years after the date of each disclosure, the receiving party shall not disclose the disclosing party's Confidential Information to any third parties. Each party will only disclose Confidential Information to those parties who have a need to know such Confidential Information and who are bound to retain the confidentiality under agreements that include provisions similar to this Agreement. Subject to the disclosing party's patents and copyrights, either party may use Residuals for any purpose, including without limitation the development, manufacture, promotion, sale, and maintenance of products and services. The term "Residuals" will mean any ideas, concepts, know-how, and other information that are derived from the Confidential Information of the disclosing party and retained in the unaided memories of employees who have had rightful access to the disclosing party's Confidential Information in accordance with this Agreement. Each party will maintain the other party's Confidential Information with at least the same degree of care it uses to protect it own proprietary information of a similar nature or sensitivity, but no less than reasonable care. In the event the receiving party is required to disclose Confidential Information pursuant to a judicial or governmental order, such party will promptly notify the disclosing party to allow intervention in response to such order. Each party will advise the other party in writing of any misappropriation or misuse of the Confidential Information of which the notifying party becomes aware.

3. No License, No Warranty, No Sale. No license is granted to either party under any patents, copyrights, mask work rights, trademarks or other proprietary rights of the other. Nothing in this Agreement is to be construed as a sale of, or an offer to sell any product(s). All information provided hereunder is "AS IS" and without warranty. Title and right to possess Confidential Information will remain in the disclosing party.

4. Term. This Agreement will become effective as of the date written above and will continue for a period of three (3) years unless earlier terminated. Either party may terminate this Agreement at any time without cause upon written notice to the other party, however, the confidentiality obligations will survive expiration or termination of this Agreement. Upon termination or upon request of the disclosing party at any time, the receiving party shall return or destroy all Confidential Information (and any copies thereof) received from the disclosing party.

5. Attorneys' Fees; Jurisdiction. In the event of any litigation between the parties, the prevailing party will be entitled to reasonable attorneys' fees and all costs incurred in enforcing this Agreement. The parties agree that this Agreement and the transactions hereunder will be governed by Ohio law, excluding its conflict of laws rules.

6. Export Compliance. The receiving party will not export, reexport, or transship Confidential Information received hereunder except in compliance with applicable U.S. export administration statutes and regulations.

7. General. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The failure to enforce any right will not be deemed a waiver of such or any other rights, including the right to enforce a subsequent breach of the same obligation. This Agreement may be amended or modified only by a writing signed by the parties. This Agreement will be binding upon the successors and assigns of both parties.

The undersigned represent and warrant that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.

Receiver	**Cincom Systems, Inc.**
Company:	Company: . . . Cincom Systems, Inc. . . . .
Address:	Address: . . . 55 Merchant Street . . . .
. . . .	. . . . Cincinnati, OH 45246 . . . .
By:	By: . . . .
Print Name:	Print Name: . . . .
Title:	Title: . . . .
Date:	Date: . . . .