

**ACADVIEW Software Private Limited.**

**NONDISCLOSURE AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (this “*Agreement*”) is made and entered into as of 5th Jan  
, 2016 between Acadview Software Private Limited. (“*Company*”) and Full Name (“*Recipient*”).

1. Purpose. Company and Recipient wish to explore a relationship or opportunity of mutual interest and in connection with this opportunity, Company may disclose to Recipient certain confidential technical and business information, which Company desires Recipient to treat as confidential.

2. ***“Confidential Information”*** means (a) any information disclosed by Company to Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation (collectively, the ***“Disclosed Materials”***) and (b) any information otherwise obtained, directly or indirectly, by Recipient through inspection, review or analysis of the Disclosed Materials. Confidential Information may also include information of a third party that is in the possession of Company and is disclosed to Recipient under this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Company; (ii) becomes publicly known and made generally available after disclosure by Company to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient at the time of disclosure by Company as shown by Recipient’s files and records immediately prior to the time of disclosure; (iv) is obtained by Recipient from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Company’s Confidential Information, as shown by documents and other competent evidence in Recipient’s possession.

3. Non-use and Non-disclosure. Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and Company. Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Company’s Confidential Information and which are provided to Recipient hereunder.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Company. Recipient shall reproduce Company’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate Company or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Company and shall be promptly returned to Company upon Company's request.

8. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Company, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

9. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

10. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling Company to obtain injunctive relief in addition to all legal remedies.

11. Recipient Information. Company does not wish to receive any confidential information from Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

12. WORK FOR HIRE, AND PROPRIETARY RIGHTS If the Recipient delivers or is required to deliver to the Company any work product in connection with the engagement under this Agreement, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software (whether developed by Recipient or any of its personnel, either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then the Company owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively "Proprietary Rights") in such Work Product, except that Work Product does not include: (a) any inventions or developments made by Recipient prior to the Effective Date or (b) any improvements Recipient may make to its own proprietary software or any of its internal processes as a result of any work order, provided that such improvements do not infringe the Company's Proprietary Rights ("Pre-Existing Work").

If the Work Product has been specially ordered and commissioned by Company, Recipient agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Company.

Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Recipient hereby assigns to the Company (or to such of its affiliates as it may designate), its successors and assigns in perpetuity, all right, title and interest in and to the

Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Recipient's creation of the Work Product, on a worldwide basis. The foregoing assignment includes a license under any current and future patents owned or licensable by Recipient to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of the Company. The Recipient will execute any documents and undertake such other acts in connection with such assignment that the Company may reasonably request to perfect, register or enforce Company's ownership of the rights so conveyed in and to the Work Products. Recipient will enter into agreements with its personnel or any other party as necessary to establish Company's sole ownership in Work Product, and upon Company's request, Recipient will provide the Company with copies of such agreements. Recipient appoints the Company as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from the Company and upon termination or expiration of this Agreement, Recipient will deliver to the Company in tangible form all materials containing Work Product, whether complete or in process.

License to Pre-Existing Work. To the extent Pre-Existing Work of Recipient is embodied in any Work Product, deliverable or Proprietary Rights, Recipient hereby grants the Company a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work, and (c) sub-license the foregoing rights.

13. INDEMNITY The Recipient shall, at all times and to the complete satisfaction of the Company and without demur, at its own expense, indemnify, defend and hold harmless, the Company and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against the Company or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of any breach of any of the terms and conditions of this Agreement or failure of the Recipient in the performance or observance of its role, functions, responsibilities as specified herein, or the breach or infringement of any Confidential Information under this Agreement.

14. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of India, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

ACADVIEW Software Pvt Ltd.

RECIPIENT

By:

Name:

Title:

By:

Name:

Title: