

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) made this day of _____ 200__ (“**Effective Date**”), by and between VIDAR Systems Corporation, a Virginia corporation, with offices in Herndon, Virginia (“**VIDAR**”), and _____, a _____ [corporation/limited liability company/individual], whose address is _____ (“**Receiver**”).

WHEREAS, in the course of its activities with VIDAR, Receiver will receive confidential information about VIDAR, including but not limited to VIDAR’s products (hardware, software and firmware) and its design, engineering, research, development, software, marketing, manufacturing processes, pricing and business plans. Receiver has agreed to receive such information on a confidential basis and to disclose it only as provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Confidential Information. The term “**Confidential Information**” means any and all tangible and intangible information disclosed to Receiver in oral, written, graphic, recorded, photographic, any machine-readable or in any other medium or form relating to the intellectual property, management, operations, products, inventions, suppliers, customers, financials of VIDAR or any present or contemplated project, contract or relationship between VIDAR and Receiver, including without limitation, any and all plans, Intellectual Property (defined below), know-how, computer programs, software (source and object code), algorithms, computer processing systems, techniques, methodologies, formulae, compilations of information, designs, drawings, schematics, analyses, evaluations, formulations, ingredients, samples, processes, machines, prototypes, mock-ups, product performance data, proposals, job notes, reports, records, specifications, manuals, supplier and customer lists and information, licenses, the prices it obtains or has obtained for the licensing of its software products and services, purchase and sales records, marketing information or any other information concerning the business and goodwill of VIDAR and any information which is identified as being of a confidential or proprietary nature or should be considered confidential under the circumstances.
2. Receiver’s Obligations. Receiver shall: (i) hold the Confidential Information in strict confidence; (ii) use the Confidential Information only for the purposes as expressly directed by VIDAR; and (iii) provide such information only to those of its personnel who: (y) have a need to know the same to further VIDAR’s interests; and (z) become a party to and bound by a confidentiality agreement at least as restrictive as this Agreement prior to receiving any such information. Receiver will not disclose Confidential Information to any party who do not meet the preceding requirements. Receiver shall use the same degree of care to protect and safeguard the confidentiality of Confidential Information as it uses to protect and safeguard the confidentiality of its own proprietary information, and Receiver represents, warrants and covenants to VIDAR that such degree of care is reasonably designed to protect the confidentiality of the Confidential Information.

3. Additional Disclosures. Receiver may disclose Confidential Information if the same:
- (a) was generally available at the time it was disclosed other than as a result of a disclosure made by Receiver;
 - (b) was known to the Receiver at the time it received such information, as evidenced by contemporaneous documentation in Receiver's files;
 - (c) is disclosed with the prior written approval of VIDAR;
 - (d) becomes known to Receiver on a non-confidential basis from a source other than VIDAR without breach of this Agreement by Receiver;
 - (e) is disclosed to a third party by VIDAR without restrictions against non-disclosure similar to those contained in this Agreement;
 - (f) is disclosed pursuant to the order or requirement of a court; administrative agency, or other government body, provided Receiver takes all reasonable steps to keep the Confidential Information from becoming part of public records; or
 - (g) is hereafter independently developed by Receiver without the aid, application or use of any Confidential Information;

provided for each that: (i) Receiver promptly notifies VIDAR of such action; and (ii) in any action to enforce or remedy a breach of this Agreement, Receiver shall have the burden of establishing the applicability of the subsection on which it relies.

4. Additional Receivers. An employee, director, officer, manager, member, partner, affiliate, associate, agent, attorney, accountant, consultant, banker, business adviser, financial adviser, scientific adviser or technical adviser of Receiver may become a party to this Agreement by signing a counterpart hereof, a copy of which shall be provided to VIDAR within five days of signature.
5. Intellectual Property
- (a) Nothing in this Agreement shall be construed as granting or conferring any rights, interests or intellectual property rights by assignment, license or otherwise, relating to any Confidential Information in or for any intellectual property, invention, discovery or improvement or derivative made, conceived or acquired prior or subsequent to the Effective Date. Except for the limited right to use the Confidential Information as set forth above, all intellectual property, patent, copyright, trademark, trade secret and all other rights and interests in the Confidential Information and the products, inventions, ideas, works, creation, symbols, data, reports, opinions and all other concepts and materials developed, invented, reduced to practice, authored or created by Receiver (including portions and derivatives thereof) in any medium arising from or relating to this Agreement ("**Intellectual Property**") shall be the sole and exclusive property of VIDAR.
 - (b) All Intellectual Property that are original works of authorship shall be considered works made for hire (as that phrase is used in Section 101 of the United States Copyright Act, 17 U.S.C. § 101 or analogous law). If any Intellectual Property is found not to be a work made for hire and/or is owned by Receiver or any third party, Receiver hereby irrevocably (and shall cause any third party owner to) assigns and transfers all rights to and interests in such Intellectual Property to VIDAR without further consideration.

- (c) Receiver shall promptly disclose all Intellectual Property to VIDAR and shall make and maintain adequate and current written records of all Intellectual Property. Receiver agrees to take all actions, execute all instruments and fully cooperate with VIDAR, its successors, assigns or nominees in which, in the opinion of VIDAR, are expedient or necessary at any time to file, prosecute, register, evidence, secure, maintain or litigate all such VIDAR rights and interests in the Intellectual Property throughout the world, including all commercial, legal or administrative proceedings involving the same. All expenses of applying for and obtaining such rights and interests shall be borne by VIDAR. VIDAR shall reimburse Receiver for pre-approved expenses paid in connection with such cooperation.
6. Return of Confidential Information. Upon the request of VIDAR or the termination or expiration of this Confidential Agreement, Receiver shall promptly return to VIDAR all copies of the Confidential Information and obtained by Receiver.
7. Disclaimer. Receiver acknowledges that the Confidential Information may relate to processes or products that are developmental and may or may not have been reduced to practical application in prototype form. Accordingly, Receiver understands that neither VIDAR has made or makes any representation or warranty as to the accuracy, completeness or value of the Confidential Information. RECEIVER AGREES THAT NEITHER VIDAR NOR ANY OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO RECEIVER OR ANY OF ITS REPRESENTATIVES RESULTING FROM RECEIVER'S ACCESS TO OR USE OF THE CONFIDENTIAL INFORMATION.
8. Injunction. Receiver acknowledges and agrees that: (i) the Confidential Information is proprietary to and valuable information of VIDAR; (ii) VIDAR derives economic value from the Confidential Information not being generally known to other persons who can obtain economic value from its disclosure or use; (iii) any disclosure or unauthorized use of the Confidential Information could cause irreparable harm and loss to VIDAR; and (iv) if this Agreement is breached, VIDAR can not be made whole by monetary damages. Accordingly, VIDAR, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent further breaches of this Agreement and to an order compelling specific performance of this Agreement. Receiver shall reimburse VIDAR for all costs and expenses, including attorney's fees, incurred by VIDAR in enforcing the obligations of Receiver.
9. General. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia and all actions involving this Agreement shall be brought in the state or federal courts located in the Commonwealth of Virginia, to which the parties consent to jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns. Except as otherwise expressly provided herein, neither this Agreement, nor any rights granted hereunder may be assigned, transferred, conveyed or encumbered, whether voluntarily or by operation of law, by Receiver without the prior written consent of VIDAR (which may be granted or withheld in VIDAR's sole and absolute judgment), and any attempt to do so will be deemed null and void. This Agreement becomes effective on the Effective Date and continues in effect thereafter for so long as any Confidential Information continues to exist. VIDAR may terminate this Agreement at any time for any reason. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining

provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating thereto, except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties hereto. The failure of either party to insist upon the performance of any of the terms, covenants, conditions or provisions of this Agreement shall not be considered a waiver or relinquishment of future compliance therewith; nor shall a waiver by either party of any breach or any term, covenant, condition, agreement or provision, operate as a waiver of any other term, covenant condition, agreement or provision. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the following duly authorized representatives of the parties:

VIDAR SYSTEMS CORPORATION

RECEIVER

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: _____
Title: _____
Date: _____