NONDISCLOSURE AGREEMENT

FOR PROSPECTIVE LICENSEE

This Nondisclosure Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [CUSTOMER NAME]** (the "Customer"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **PURPOSE OF AGREEMENT**

This Agreement is entered into for the purpose of authorising Customer to receive from Company and evaluate certain proprietary computer software and documentation known as [NAME OR DESCRIBE SOFTWARE], hereafter referred to as "the Software."

1. **NONEXCLUSIVE LICENSE**

Company hereby grants Customer a non-exclusive licence to instal the Software on its computer system and use the Software for a period of [NUMBER OF DAYS TO EVALUATE] days from the date of delivery only for the purpose of evaluating the performance of the Software and not for a productive purpose. Customer shall acquire no other intellectual property rights under this Agreement.

1. **SOFTWARE A TRADE SECRET**

Customer acknowledges that the Software is proprietary to, and a valuable trade secret of, the Company and is entrusted to Customer only for the purposes set forth in this Agreement.

1. **NONDISCLOSURE**

In consideration of the Company's disclosure of the Software to Customer, Customer shall treat the Software with the same degree of care and safeguards that it takes with Customer's own trade secrets, but in no event less than a reasonable degree of care. Customer agrees that it will not, without the Company's prior written consent:

4.1 Reverse engineer, decompile or disassemble the Software or any portion of it;

4.2 Copy any portion of the Software;

4.3 Download the Software in a retrieval system or computer system of any kind except as authorised by this Agreement; or

4.4 Disclose any portion of the Software to any third party.

Customer shall limit the use of the Software to those employees, agents and consultants of Customer who are performing the evaluation for Customer.

The restrictions and obligations contained in this clause shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind Customer, its successors, heirs and assigns.

1. **TERM OF AGREEMENT**

This Agreement shall last for a term of [NUMBER OF DAYS] days from the date the Software is delivered to Customer, or until the Software is returned by Customer to the Company, whichever occurs first. Further, the Company may terminate this Agreement immediately upon written notice to Customer.

1. **RETURN OF SOFTWARE AND MATERIALS**

Customer shall promptly return the Software and all related materials to the Company and erase all copies and portions thereof from computer memory upon:

6.1 Termination of this Agreement;

6.2 The Company's request; or

6.3 The Customer's decision not to purchase or licence the Software.

1. **LIMITATION OF LIABILITY**

Customer understands and acknowledges that the Software is being provided to Customer only for the purpose of evaluating the performance of the Software and not for any productive purpose. Accordingly, the Company shall not be responsible for any loss or damage to Customer or any third parties caused by Customer's use of the Software.

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE SOFTWARE OR ANY PERFORMANCE OF THIS AGREEMENT.

1. **INJUNCTIVE RELIEF**

Customer recognises and acknowledges that any breach or threatened breach of this Agreement by Customer may cause the Company irreparable harm for which monetary damages may be inadequate. Customer agrees, therefore, that the Company shall be entitled to an injunction to restrain Customer from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

1. **ATTORNEY FEES**

If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either party.

1. **MODIFICATIONS**

All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

1. **APPLICABLE LAW**

This Agreement is made under and shall be construed according to, the laws of the [Country] of [COUNTRY].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

COMPANY CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title