

SYNTEST TECHNOLOGIES, INC. NONDISCLOSURE AGREEMENT

This SynTest Technologies, Inc. Nondisclosure Agreement ("Agreement") governs the disclosure of information by and between SynTest Technologies, Inc. ("SynTest") and _____ ("Company"), and is entered into by the parties as of _____, 200_ ("Effective Date").

1. As used in this Agreement, "Confidential Information" means any and all technical and non-technical information oral, written, graphic, and machine-readable information provided by one party to the other party pursuant to this Agreement, including, but not limited to, all information relating to the respective party's patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware, computer programs, algorithms, business plans, services, customers, marketing, or financial information, or third party information, designated in writing to be confidential and/or proprietary, or if given orally, which is confirmed in writing as having been disclosed as confidential and/or proprietary within thirty (30) days after disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential and/or proprietary.

2. Both parties agree that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose any Confidential Information to any third party, except as approved in writing by the disclosing party ("Discloser"). The parties agree to use the Confidential Information solely for the purpose of Company evaluating a business relationship with SynTest and use of SynTest's products and services. Notwithstanding the foregoing, the recipient party ("Recipient") shall not be in violation of this Agreement with regard to any disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prior written notice of such disclosure in order to permit the Discloser to seek confidential treatment of such information. In addition, both parties shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know, and who have signed confidentiality agreements with confidentiality obligations at least as restrictive as those contained herein.

3. Both parties agree to immediately notify the other party in the event of any loss or unauthorized disclosure of any Confidential Information.

4. The obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can prove with documentation that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (e) it was developed by employees of the Recipient who had no access to any Confidential Information and without any violation of any obligation set forth herein.

5. Upon termination or expiration of this Agreement, or upon the other party's request, both parties shall promptly return to the other party (or at the Discloser's request, destroy) all Confidential Information of the other party, along with all documents, notes, and other tangible materials representing the Confidential Information, and all copies thereof.

6. Both parties acknowledge and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or by SynTest to Company, any SynTest invention, or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on the SynTest Confidential Information. Company shall not make, have made, use or sell any product or other item using, incorporating, or derived from any SynTest Confidential Information. Further, Company acknowledges that SynTest's software programs contain valuable confidential information and agrees not to modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information unless otherwise expressly permitted to do so in advance in writing by SynTest.

7. Neither party shall have any obligation to enter into a business relationship with or sell or purchase any item from the other party, and nothing in this Agreement shall restrict either party's right to develop or acquire information that is the same as or similar to the Confidential Information, provided neither party does so in breach of this Agreement or in violation of any obligation set forth herein.

8. Confidential Information shall not be reproduced in any form or transferred to any media except as authorized by the Discloser and as required to accomplish the intent of this Agreement described in Section 2 above. Any reproduction of any Confidential Information shall remain the property of the Discloser, and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise expressly permitted in writing by the Discloser.

9. This Agreement shall terminate five (5) years after the Effective Date. Notwithstanding the foregoing, both parties' confidentiality obligations under this Agreement shall survive expiration or termination of the Agreement indefinitely and shall be binding upon the parties' heirs, successors, and assigns.

10. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Santa Clara County, California, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be modified or amended except by a writing signed by both parties.

11. Both parties agree that breach of this Agreement may cause the other irreparable damage for which recovery of damages would be inadequate, and, as such, in addition to all other remedies available to the non-breaching party, the non-breaching party will be entitled to seek timely injunctive relief under this Agreement, as well as any further relief as may be granted by a court of competent jurisdiction.

12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. Company will not assign or transfer any rights or obligations under this Agreement without SynTest's prior written consent. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

14. Neither party shall export, directly or indirectly, any technical data acquired pursuant to this Agreement, or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

16. SynTest and Company are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

17. This Agreement constitutes the entire agreement between the parties concerning its subject matter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

In Witness Whereof, the parties hereto have caused this SynTest Technologies, Inc. Nondisclosure Agreement to be executed as of the Effective Date.

SynTest Technologies, Inc.
By: _____
Name: _____
Title: _____
Address: SynTest Technologies, Inc.
505 S. Pastoria Ave, Suite 101
Sunnyvale, CA 94086
Facsimile: 408-720-9960

Company: _____
By: _____
Name: _____
Title: _____
Address: _____

