

Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is made effective as of Month DD, YYYY between PoliteMail Software having its principal offices at 300 Constitution Ave Suite 200 Portsmouth, NH 03801 and Customer, Inc., having offices at Address City State Zip and collectively the Parties (each a "Party").

The parties agree as follows:

1. In connection with the evaluation of a potential business relationship between the Parties, specifically related to the **PoliteMail for Outlook internal communications software**, each Party acknowledges it may have access to or receive from the other Party certain "Confidential Information" relating to the Disclosing Party's business including, without limitation, confidential, proprietary or commercially sensitive technical, economic and business information, product specifications, pricing information, business and technical requirements, employee data, methodologies and processes, competitive advantages and disadvantages, trade secrets and a variety of other information and materials that, by their nature, would reasonably be deemed confidential (collectively, "Confidential Information"). For the purposes of this Agreement, the Party whose Confidential Information is disclosed to the other Party is a "Disclosing Party" with respect to such Confidential Information, and the other Party is the "Receiving Party. Each Party agrees that all Confidential Information obtained by such Party, its directors, officers and other employees, and any third parties with which it contracts, is, and shall be considered, confidential and proprietary to the Disclosing Party.
2. "Confidential Information" shall not include any information (i) that was publicly available, published or in the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement on the part of the Receiving Party or any of its representatives; (ii) that was known by the Receiving Party or its representatives prior to the date of this Agreement or the preliminary meeting and was not obtained in contravention of any confidentiality obligation in favor of the Disclosing Party; (iii) is rightfully received by the Receiving Party or its representatives from a person (in lawful possession of such information) other than the Disclosing Party or its representatives which is not subject to any legally binding or fiduciary obligation to keep such information confidential; or (iv) that is independently developed by or on behalf of the Receiving Party, without reliance on Confidential Information received hereunder.

The Receiving Party agrees to preserve in strict confidence and secure against accidental loss all Confidential Information of the Disclosing Party obtained hereunder and (i) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information of the Disclosing Party to any third party for any purpose, excepting its agents and contractors who are assisting in the evaluation of the proposed transaction and who have signed confidentiality agreements containing terms no less restrictive than those contained herein; (ii) limit the dissemination of the Confidential Information of the Disclosing Party within its own organization to individuals whose duties justify the need to know the Confidential Information, and then only provided that such individuals are informed of the terms of this

Agreement and agree to be bound by the terms no less protective than this Agreement; (iii) upon written request of the Disclosing Party, but in any event within not more than ten (10) days of such request, return to the Disclosing Party the original copies of all Confidential Information furnished to the Receiving Party, and destroy all other copies thereof (in whatever form), as well as all analyses, compilations, studies, and other material prepared by the Receiving Party based in whole or in part on such Confidential Information (such destruction to be confirmed to the Disclosing Party in writing), except the receiving party shall not be required to erase any computer records or files containing Confidential Information that have been created pursuant to its standard archiving or back-up procedures, and to the extent required by applicable law, rule or regulation;

(iv) notify the Disclosing Party immediately of any loss, misplacement or unauthorized disclosure of, or unauthorized access to, the Disclosing Party's Confidential Information, in whatever form.

3. The Disclosing Party recognizes it may be necessary for the Receiving Party to conduct certain tests on the materials of the Disclosing Party. In such a case, the Receiving Party agrees that it will only make or have made those tests which are ordinary and necessary for the products and services being considered. In any event, the Receiving Party agrees not to not modify, decompile, disassemble or otherwise reverse engineer any materials supplied to it, and such materials will either be returned or destroyed following completion of such testing or evaluation.
4. Each party represents that it is under no obligation to any third party that would interfere with its disclosing Confidential Information to the other party.
5. In the event either Party is requested in any legal proceeding to disclose any Confidential Information of the other Party received pursuant to this Agreement, the Receiving Party will give prompt notice to the Disclosing Party of such request so that the Disclosing Party (at its sole cost and expense) may seek an appropriate protective court order or other appropriate remedy and/or waive compliance with this Agreement. If in the absence of a protective order the Receiving Party is nonetheless compelled to disclose any such Confidential Information, it may disclose such information without being in breach of this Agreement; provided, however, that the Receiving Party shall give the Disclosing Party written notice of the information to be disclosed as far in advance of its disclosure as is reasonably practicable and, upon the Disclosing Party's request, shall use its reasonable efforts to obtain assurances that confidential treatment will be accorded such information.
6. The term of this Agreement shall begin on the Effective Date and shall continue in effect for a period of three years, unless sooner terminated by either Party by providing the other Party written notice thereof. The Parties may mutually agree to extend the term of this Agreement. The obligations of confidentiality and non-use and return of Confidential Information set forth in this Agreement shall survive expiration or termination of this Agreement for a period of two years thereafter.

7. Neither Party nor any of its affiliates are making any representation or warranty as to the accuracy or completeness of the any information (including without limitation Confidential Information) provided by them. Neither Party shall have any liability resulting from the use of such information supplied by it or its affiliates, except to the extent specified by any separate agreement between the Parties.
8. Each Party, without prejudice to any rights to judicial relief it may otherwise have at law or in equity, shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Agreement.
9. Unless and until a definitive agreement between the Parties has been executed with respect to any transaction that may be discussed between them, neither Party will be under any legal or financial obligation of any kind whatsoever with respect to such transaction, by virtue of this Agreement, except for the matters specifically agreed to herein.
10. All notices, requests, demands and other communications provided for herein, shall be in writing and shall be deemed to have been duly given and effective when received if personally delivered or delivered by overnight courier services; or when transmitted if transmitted by facsimile with electronic confirmation, as follows:

If to PoliteMail Software:

PoliteMail Software
300 Constitution Ave Suite 200
Portsmouth NH 03801
Attn: Legal Notice

If to Customer addressed to:

Customer
Street Address
City, State, Zip Country
Attention: Legal Department

or to such other address or attention of such other person as either Party shall advise the other Party in writing.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws or provisions. Each Party hereby waives the right to trial by jury in any action arising out of or relating to this Agreement.

12. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Parties acknowledge and agree that the affiliates (meaning entities controlled by, controlling or under the common control of a Party) shall be subject by the terms and conditions of this Agreement and the Party executing this Agreement shall be responsible for any breach of these terms and conditions by such affiliate. This Agreement may only be modified or waived by a separate and definitive writing by the Parties.
13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign this Agreement or any part thereof without the prior written consent of the other party, except that either party may assign this Agreement, upon written notice to the other party, in connection with a merger, acquisition or sale of all or substantially all of the business or assets of such party.
14. The Receiving Party covenants that they will comply with all applicable federal, state and local laws rules and regulations.
15. This Agreement constitutes the entire agreement between the Parties and contains the final, complete and exclusive understanding of, and supersedes all prior or contemporaneous, oral or written, agreements, understandings, representations and negotiations between the Parties relating to the exchange of confidential information in relation to the evaluation of a potential business relationship as stated above.
16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above through their respective, duly authorized officers.

PoliteMail Software

Customer, Inc.

By: _____

By: _____

Name: Michael DesRochers

Name: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____