

NON-DISCLOSURE AND LIMITED USE AGREEMENT

This NON-DISCLOSURE AND LIMITED USE AGREEMENT is entered into and made effective as of _____, 20__, by and between Sycard Technology, a Sole Proprietorship having an office at 1180-F Miraloma Way, Sunnyvale, California 94085 USA (“Sycard”) and

_____ a
Company Name
_____ having an office at _____
Type of Business Business Address
hereinafter referred to as “Licensee”:

WHEREAS, Sycard designs, develops, markets and licenses computer technology known as the PCCtest WinCE Source Code and

WHEREAS, the Parties desire to enter into an agreement to define the terms and conditions upon which Licensee will obtain the PCCtest WinCE Source Code from Sycard.

NOW THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. Sycard will deliver the PCCtest WinCE Source Code in source code format to Licensee on diskette in machine readable ASCII text files.
2. Licensee agrees to the following:
 - a. Licensee may modify the PCCtest WinCE Source Code as long as Sycard’s copyright notices remain in the code and in the sign-on message when the PCCtest WinCE Source Code or software derived from the PCCtest WinCE Source Code is invoked.
 - b. Licensee shall not distribute nor disclose PCCtest WinCE Source Code to any third party, without express written permission from Sycard.
 - c. Licensee may distribute object code generated from the PCCtest WinCE Source Code or derivatives for use with the PCCtest PC-Card or CFtest CompactFlash socket tester.
 - d. Licensee shall not re-sell object code generated from PCCtest WinCE Source Codes or derivatives without first obtaining written permission from Sycard.
 - e. Licensee assumes all risk, known and unknown, incident to its use of the PCCtest WinCE Source Code and Sycard shall have no liability of any kind to Licensee or any third parties arising out of such use.
3. SYCARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY WARRANTIES OF MERCHANT ABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR WARRANTIES OF NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES (INCLUDING SPECIFICALLY RIGHTS UNDER THE PATENT AND COPYRIGHT LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION). LICENSEE ACCEPTS EACH OF THE PCCtest WinCE SOURCE CODE MODULES IN “AS IS” CONDITION. SYCARD SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY DIRECT, CONSEQUENTIAL OR INDIRECT DAMAGES EVEN IF SYCARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. For a period of ten(10) years from the date of this Agreement, Licensee will consider the PCCTest WinCE Source Code, as delivered by Sycard hereunder, to be confidential and secret and will not disclose any of the PCCTest WinCE Source Code, in whole or in part, except as permitted herein to anyone other than those of its employees and agents(i) who have a need to know the PCCTest WinCE Source Code in furtherance of the purpose set forth in Paragraph 2 above and (ii)who have signed an agreement with Licensee obligating them (a) not to disclose the PCCTest WinCE Source Code to anyone other than employees of Licensee who signed similar agreements with Licensee and (b) not to use any of the PCCTest Source Code for any purpose other than those specifically authorized in this Agreement; or (iii) have signed a copy of this Agreement and mailed a signed copy thereof to Sycard. Licensee further agrees to receive and maintain the PCCTest WinCE Source Code in the strictest confidence using at least reasonable care and at a minimum the degree of care with which it protects its most valuable information, and shall not make nor permit any other party to make, any copies or abstracts of any of the PCCTest WinCE Source Code, in whole or in part. As a sole exception to the foregoing, Licensee may duplicate and deliver copies of object code derived from PCCTest WinCE Source Code to its customers as part of a software support package for the PCCTest PC-Card or CFtest CompactFlash socket tester. Under no circumstances is the PCCTest WinCE source code, derivatives, or object code to be used with any other equipment other than a PCCTest PC-Card or CFtest CompactFlash socket tester.

5. This Agreement shall not apply to information that (i) on the date of this Agreement was already known to Licensee or available to the public; (ii) after the date of this Agreement becomes known to Licensee other than by unauthorized disclosure or becomes available to the public other than by unauthorized disclosure; or (iii) was or is developed by Licensee independently without any use of any of the PCCTest WinCE Source Code.

6. This Agreement may not be assigned by Licensee. Nothing in this Agreement, nor the disclosure of the PCCTest WinCE Source Code by Sycard to Licensee, shall be construed to grant to Licensee any rights of any kind, by license or otherwise, in any of the PCCTest WinCE Source Code.

7. This Agreement shall be governed under the laws of the State of California and is deemed to have been delivered and executed within the State of California.

8. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior and contemporaneous oral and/or written agreements concerning the subject matter hereof. This Agreement may not be modified except by a written instrument executed by the parties.

9. The persons executing this Agreement represent that they have requisite authority to do so.

SYCARD TECHNOLOGY _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____