

ProTracker Software, Inc. Confidentiality Statement

This Confidentiality Statement is made by and between ProTracker Software, Inc. ("ProTracker)," a corporation headquartered in Hampton, New Hampshire, and ProTracker Software Customer ("Customer").

ProTracker licenses software products to Customer on an individual basis, including all of Customer's employees, consultants, interns and virtual assistants.

This Confidentiality Statement is effective as of the software Customer license date.

1. Confidential information.

ProTracker discloses certain of its intellectual property (the "Confidential information") to Customer with each license. Confidential Information shall include all data, materials, products, technology, specifications, computer programs, software, online help and software manuals, and other information disclosed or submitted, orally, in writing, or by any other media, to Customer by ProTracker.

Customer may disclose certain of its confidential data or information when a technical issue arises with the use of ProTracker Advantage® such as during a customer support call or email. Customer shall endeavor to minimize its disclosure of Confidential Information to ProTracker during such interactions with ProTracker.

2. Customer's Obligations.

- A. Customer agrees that the Confidential Information disclosed to ProTracker is to be considered confidential and proprietary to ProTracker and Customer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its license, and shall disclose it only to its officers, directors, employees or virtual assistants with a specific need to know. Customer will not disclose, reverse engineer, publish or otherwise reveal any of the Confidential Information received from ProTracker to any other party whatsoever except with the specific prior written authorization of ProTracker.
- B. Confidential Information furnished in tangible form shall not be duplicated by Customer except for purposes of this Agreement. Upon the request of ProTracker, Customer shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media

containing such Confidential Information, within ten (10) days of such requests. At Customer's option, any documents or other media developed by the Customer containing Confidential Information may be destroyed by Customer. Customer shall provide a written certificate to ProTracker regarding destruction within ten (10) days thereafter.

3. ProTracker's Obligations.

ProTracker may see or receive Customer Confidential Information in the course of installing, converting, correcting, supporting or otherwise helping the Customer with ProTracker products. ProTracker agrees that any Confidential Information that ProTracker receives or sees from the Customer shall be held in strict confidence and shall not be used for any purpose other than for the purposes of supporting its Customer. After a technical support event is completed, ProTracker shall not store, disclose, duplicate, publish or otherwise reveal Customer Confidential Information in any form.

4. Term.

The obligations herein are perpetual and are not affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Customer, nor by the rejection of any agreement between ProTracker and Customer, by a trustee of Customer in bankruptcy, or by the Customer as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Customer agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. Governing Law and Equitable Relief.

This Confidentiality Statement shall be governed and construed in accordance with the laws of the United States and the State of New Hampshire and Customer consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Confidentiality Statement. Customer agrees that in the event of any breach or threatened

breach by Customer, ProTracker may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect ProTracker against any such breach or threatened breach.

7. No Assignment.

Customer may not assign this Confidentiality Statement or any interest herein without ProTracker's express prior written consent.

8. Notices.

Any notice required by this Confidentiality Statement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to ProTracker:

ProTracker Software, Inc.
P. O. Box 514
Hampton, NH 03843-0514
603-926-8085

If to Customer:

Customer's last known address on file with ProTracker Software

9. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Confidentiality Statement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

10. Headings.

Headings used in this Confidentiality Statement are provided for convenience only and shall not be used to construe meaning or intent.

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