

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the **Agreement**), dated as of _____ is between iCache, Incorporated, having a place of business at One Broadway, 14th Floor, Cambridge, MA 02142, and _____ (**Company**).

To explore the possibility of a business relationship between iCache, Incorporated and Company, each party (**Discloser**) may disclose sensitive information to the other (**Recipient**). The parties agree as follows:

- 1. Definition. Proprietary Information** means, to the extent previously, presently or subsequently disclosed by or for Discloser to Recipient, all financial, business, marketing, operations, supplier, customer, employee and technical information, discoveries, inventions, processes, algorithms, software, specifications, designs, drawings, data, plans, strategies, know-how and ideas, whether tangible or intangible (including all copies, analyses and derivatives thereof), that is disclosed in tangible form and marked as confidential, or disclosed in any manner such that a reasonable person would understand its confidential or proprietary nature. Proprietary Information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient by a third party without restriction, (c) is or becomes generally known to the public without violation of this Agreement by Recipient or (d) is independently developed by Recipient or its employees without reliance on such information. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof will be treated by each party as the other's Proprietary Information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Proprietary Information made available to Recipient under this Agreement.
- 2. Restrictions.** Recipient agrees (a) to use Discloser's Proprietary Information only for its consideration internally of a business relationship or transaction between the parties, and its performance in any resulting arrangement, but not for any other purpose, (b) to maintain it as confidential, and exercise reasonable precautions to prevent unauthorized access to it, (c) not to copy Discloser's Proprietary Information, nor disclose it to any third party other than Recipient's employees and agents who have a need to know for the permitted purpose and who are apprised of the confidential nature of the Proprietary Information and all of the restrictions in this Agreement, (d) not to decompile, disassemble or otherwise reverse engineer any Proprietary Information provided hereunder, or use any similar means to discover its underlying composition, structure, source code or trade secrets and (e) not to export or re-export in violation of US or other export control laws or regulations) any such Proprietary Information or product thereof. Each party shall be responsible for any breach of confidentiality by its respective employees and agents. Immediately upon Discloser's request at any time, Recipient shall return to Discloser all originals and copies of any Proprietary Information and all information, records and materials developed therefrom.
- 3. Compelled Disclosures.** These restrictions will not prevent either party from complying with any court order or other legal requirement that purports to compel disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement, and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.
- 4. No Warranties or Licenses.** All Proprietary Information is provided "AS IS." Discloser will not be liable to Recipient for damages arising from any use of the Proprietary Information, from errors, omissions or otherwise. All of Discloser's rights in and to its Proprietary Information remain the exclusive property of Discloser. Neither this Agreement, nor any disclosure of Proprietary Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein, (b) obligates either party to disclose or receive any information, perform any work or enter into any agreement, (c) limits either party from developing, manufacturing or marketing products or services that may be competitive with those of the other except insofar as this Agreement limits the use and disclosure of Proprietary Information, (d) limits either party from assigning or reassigning its employees in any way or (e) limits either party from entering into any business relationship with third parties.
- 5. Termination.** This Agreement will terminate as to the further exchange of Proprietary Information immediately upon the earlier of (a) receipt by one party of written notice from the other and (b) the fifth anniversary of this Agreement. The confidentiality obligations of this Agreement, as they apply to Proprietary Information disclosed prior to termination, will survive termination for a period of five (5) years. Upon termination of this Agreement, Recipient shall return to Discloser all originals and copies of any Proprietary Information and all information, records and materials developed therefrom.
- 6. Remedies.** Due to the unique nature of the Proprietary Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser, but also irreparable harm for

which money damages will not be an adequate remedy. Therefore, Discloser shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

7. General. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Suffolk County, Massachusetts, USA, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys fees. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given above or at such other address designated by written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

ICACHE, INCORPORATED

COMPANY

By: _____

Name: Jonathan E. Ramaci

Title: CEO & Chairman

By: _____

Name:

Title: