

CONFIDENTIAL INFORMATION NONDISCLOSURE AGREEMENT

This CONFIDENTIAL INFORMATION NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____ 20__, by and between _____ ("CONTRACTOR") located at _____, _____, _____, _____, and The CBORD Group, Inc., a Delaware corporation ("CBORD"), located at 950 Danby Road, Suite 100C, Ithaca, NY 14850.

CONTRACTOR has represented to CBORD that CONTRACTOR desires to obtain access to certain Confidential Information of CBORD for the limited purpose of receiving training on installing CBORD's CS Gold Hardware/Software at _____. In consideration of such access to Confidential Information, CONTRACTOR confirms its understanding and agreement as follows:

1. Confidential Information

"Confidential Information" means the information and documentation provided hereto, and any information, regardless of form, proprietary or maintained in confidence by CBORD, including, without limitation, any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, future projects or products, projects or products under consideration, procedures, and information related to finances, costs, prices, vendors and employees which is disclosed by CBORD or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to CONTRACTOR or any of its employees or agents. Any document or other material provided by CBORD to CONTRACTOR which is labeled "Confidential" shall be presumed to be Confidential Information of CBORD.

2. Exclusions

Confidential information shall not include information, technical data or know-how which (i) is already in CONTRACTOR's possession at the time of its disclosure by CBORD to CONTRACTOR, as known by CONTRACTOR's files and records as of the date hereof or of the date of the disclosure by CBORD to CONTRACTOR, whichever is sooner, (ii) is now or becomes a part of the public domain other than by or through the fault of CONTRACTOR, (iii) is rightfully received by CONTRACTOR from a third party who has a right to disclose such information, without restriction on disclosure and without breach of this or any other agreement, or (iv) is independently developed by CONTRACTOR without use of or reference to any of the Confidential Information.

3. Nondisclosure of Confidential Information

CONTRACTOR represents and warrants that it has no present intention to use for its own benefit, or to disclose to any other person or entity, any Confidential Information. CONTRACTOR agrees and promises that neither CONTRACTOR nor any of its employees or agents will use for its or his own benefit, or disclose to any other person or entity, any Confidential Information. Notwithstanding the foregoing, CBORD agrees that CONTRACTOR may use such Confidential Information as may be or has been disclosed by CBORD to CONTRACTOR, pursuant to the terms hereof or otherwise, for the sole purpose set forth in the second paragraph of this Agreement. Nothing in this Agreement shall be deemed or construed to grant to CONTRACTOR a license to use, sell, develop, exploit, copy or further develop any Confidential Information.

4. Protection of Confidential Information

CONTRACTOR agrees to utilize its best efforts and take all such steps as may be reasonably necessary to prevent any Confidential Information that is disclosed to CONTRACTOR or any of its employees or agents by CBORD or any agent thereof (whether or not authorized to disclose such Confidential Information), from being revealed to any person or entity other than those to whom CBORD has authorized CONTRACTOR in writing to disclose such Confidential Information. CONTRACTOR agrees not to make copies of any of the Confidential Information without first receiving written approval from CBORD and marking such copies as "Confidential and Proprietary Information of The CBORD Group, Inc." In the event CONTRACTOR becomes aware of any misappropriation or misuse by any person or entity of any Confidential Information, CONTRACTOR shall immediately advise CBORD in writing and, in the event of any legal action brought by CBORD in connection therewith, CONTRACTOR agrees that it will, at CONTRACTOR's expense, cooperate and provide such assistance as may be reasonably necessary to enable CBORD to successfully prosecute such legal action.

5. Persons to Whom Disclosure May Be Made

CONTRACTOR will disclose or permit access to any of the Confidential Information only to employees and subcontractors of CONTRACTOR with a need to know. CONTRACTOR shall require all such employees and subcontractors to sign a nondisclosure and confidentiality agreement, substantially similar to this Agreement, prohibiting the disclosure by such employees and subcontractors of any Confidential Information. CONTRACTOR shall provide to CBORD copies of such executed Nondisclosure and Confidentiality Agreements for all subcontractors that are to receive any Confidential Information.

6. Return of Materials

Upon termination of this Agreement for any reason, CONTRACTOR shall immediately return to CBORD any and all documents or other material of any kind, containing or pertaining to any Confidential Information, together with any and all copies, reproductions and samples of any of the foregoing, and remove all copies of the Confidential Information which have been copied onto mass storage devices. CONTRACTOR further agrees to confirm in writing to CBORD the terms of this section have been met.

7. Irreparable Harm; Injunctive Relief

CONTRACTOR acknowledges that any unauthorized disclosure or use by CONTRACTOR (or any other person or entity) of any Confidential Information, or any other breach by CONTRACTOR hereunder, will result in irreparable harm to CBORD. CONTRACTOR agrees that, in the event that CBORD institutes any legal action arising out of or in connection with this Agreement or the enforcement hereof or any breach or threatened breach hereof, CBORD shall be entitled to seek injunctive relief.

8. Term and Termination

This Agreement shall continue until terminated. Either party may terminate this Agreement with or without cause upon written notice to the other party, which shall be deemed effective when received. Notwithstanding the foregoing, the provisions of Sections 3, 4, 5, 6, and 7 hereof will survive termination of this Agreement.

9. Miscellaneous

This Agreement will inure to the benefit of CBORD, its successors and assigns. This Agreement shall be governed by New York law without giving effect to principles of conflict of laws. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations and understandings, whether oral or written. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms. In the event either party institutes legal proceedings to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any damages that may be awarded. This Agreement may not be amended, waived or modified except by an instrument in writing executed by duly authorized representatives of the parties.

10. Training

Registration must be completed and all fees paid prior to attending any training session(s).

11. Expenses

Contractor is responsible for any, travel, lodging, and out-of-pocket expenses incurred to attend any training at our Training Facility located in Duluth, Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____ (CONTRACTOR)

THE CBORD GROUP, INC.

By: _____

By: _____

Print Name: _____

Print Name: Christine Curkendall

Title: _____

Title: Director of Contract Administration

Date: _____

Date: _____