



PRODUCT NDA AGREEMENT

THIS PRODUCT NDA AGREEMENT (this “**Agreement**”) is made by and between **OMNISIGHT, INC.**, a Delaware limited liability company (“**Provider**”), and _____, the individual or entity desiring to install the hardware and software provided by the Provider (“**Receiver**”). Receiver is agreeing to be bound by the terms and conditions of this Agreement for the hardware and software (“**Product**”).

REQUIREMENTS AND RESTRICTIONS.

- a) Receiver will not disclose to anyone else (especially any other third-party providers, or independent researchers) any of the Intellectual Property that is part of or associated with in any fashion, the Product. The Intellectual Property includes, without limitation, the display screens, structure, organization and code of the Product, internal photos, all inventorship and authorship rights, patents, patent applications and know-how, copyrights, trademarks and service mark rights inherent in such structure, organization and code and all related data and databases and interfaces. The Intellectual Property of the Product constitutes the valuable trade secrets, confidential business process and confidential information of Provider. That Intellectual Property is or may be protected by law, including but not limited to, the copyright laws of the United States.
- b) Receiver will not attempt to reverse engineer, decompile, or disassemble any portion of the Product. Receiver will not unbundle, or attempt to unbundle, the component parts of the Demo Product, for distribution, analysis, transfer, resale or otherwise to ANY other third party.
- c) Receiver will hold in strict confidence and will not disclose the portions of the code, screen shots, descriptions, or other component parts of the Demo Product to anyone else.
- d) Receiver will hold in strict confidence and will not disclose inner workings of the hardware product to anyone else nor attempt to disassemble the hardware product in any fashion.

TERM AND TERMINATIONS.

- a) Term. This Agreement shall commence on the date that Receiver receives the Product and shall apply in perpetuity.

RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

By signing this document, Receiver acknowledges and agrees in writing to the terms and restrictions of this Agreement.

Signed: _____
Receiver Authorized Management Date

Signed: _____
Omnisight, Inc. Officer Date