

## Mutual Non-Disclosure Agreement

This agreement is made and entered into as of the last date written below, by and between

----- and Flagship Technologies, Inc., a Missouri corporation.

### Definitions

- ESS means the Express Spreadsheet, a software component provided and licensed by Developers Express, Inc.
- YOU or YOUR or BUSINESS ENTITY means the entity (person, sole proprietorship, partnership, or corporation) hiring Flagship Technologies, Inc. to modify the ESS source code, and for purposes of non-disclosure includes all owners, partners, and employees of the entity.
- WE or OUR or US means Flagship Technologies, Inc.
- SOURCE CODE means the proprietary, copyrighted computer software code supplied by Flagship Technologies, Inc. as a modification to the source code modules which comprise the ESS.

### Your Legal Qualification to Enter into this Agreement

By YOUR possession of ESS source code, and by providing said source code to US for purposes of modification, and by the signature at the end of this agreement, you attest that YOU are a valid ESS license holder and therefore legally qualified to hire US to modify said ESS source code.

### Your Obligations and Acknowledgments

1. YOU *may not* disclose our SOURCE CODE to any third party by any means. (A third party is anyone other than an owner, partner, consultant, or employee of your BUSINESS ENTITY.)
2. YOU *may not* disclose our SOURCE CODE to a consultant without first having a non-disclosure agreement in effect with the consultant which protects our SOURCE CODE from disclosure by the consultant for the same term and with the same obligations as stated in this agreement. (A consultant is a company or individual to whom your BUSINESS ENTITY provides compensation for work or advisement but who is not an owner, partner, or employee of the BUSINESS ENTITY.)
3. YOU *may not* post, publish, or otherwise make available our SOURCE CODE on any network or Internet site which is accessible to anyone other than owners, partners, consultants, and employees of your BUSINESS ENTITY.
4. YOU *may not* sell, publish, or make available outside of your BUSINESS ENTITY a derivative work which includes or is based on our SOURCE CODE, including but not limited to a spreadsheet application program or a spreadsheet component for use in software development.
5. If at any time YOU no longer are a valid ESS license holder you agree to notify us immediately of that fact, and you acknowledge that any agreement you may have with us for providing updates to our SOURCE CODE will immediately terminate coincidental with termination of your ESS license.
6. YOU agree to hold harmless Flagship Technologies, Inc., its officers, agents, and assigns in any civil action against YOU concerning either (1) YOUR compliance with the ESS software license, or (2) any misrepresentation made by YOU that YOU are a valid ESS license holder if in fact YOU are not.

Initialed:-----

**Our Obligations and Acknowledgments**

- 1. WE *may not* disclose the licensed ESS source code you provide to US for modification, to any third party. (A third party is anyone other than an employee, consultant, or officer of Flagship Technologies, Inc.)
- 2. WE *may not* disclose your licensed ESS source code to a consultant hired by Flagship Technologies, Inc., without first having a non-disclosure agreement in effect with the consultant which protects your licensed ESS source code from disclosure by the consultant for the same term and with the same obligations as stipulated in this agreement. (A consultant is any company or individual who receives financial or other compensation from Flagship Technologies, Inc. but who is not an employee or officer of Flagship Technologies, Inc.)

**Transfer of License**

In the event that your ESS license is transferred to a new licensee for any reason, including but not limited to sale or transfer of the ESS license or to a change in ownership of your BUSINESS ENTITY, YOU may transfer possession of our SOURCE CODE to the new ESS licensee provided that the new ESS licensee agrees to fulfill YOUR obligations under this agreement until its expiration.

**Length of Term and Expiration**

This agreement shall expire and terminate three (3) years from the date of the last signature below, or one (1) year after the last transmittal date of SOURCE CODE or licensed ESS source code from either party to the other, whichever date is later.

By your signature below you attest that YOU agree to the terms of this agreement and that you are duly authorized enter into this agreement on behalf of your BUSINESS ENTITY.

***(Please sign below and initial other page(s) of this agreement.)***

\_\_\_\_\_ Date: \_\_\_\_\_

For:  
 Business or corporate name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

By the signature below I attest that WE agree to the terms of this agreement and that I am a duly authorized agent for Flagship Technologies, Inc. with full authority to enter into this agreement.

\_\_\_\_\_ Date: \_\_\_\_\_

For: Flagship Technologies, Inc.