WINGWARE
PYTHON IDE

P.O Box 400527
Cambridge MA 02140-0006
617.232.0059
sales@wingware.com

THE INTELLIGENT DEVELOPMENT ENVIRONMENT FOR PYTHON

Non-Disclosure Agreement

This agreement covers proprietary information belonging to Archaeopteryx Software, Inc. dba Wingware (the "Discloser") that is made available or disclosed to the party signing this agreement (the "Recipient"). This information (referred to as the "Confidential Information") includes, but is not limited to, software products (Software Products), software source code (Software Source Code), documentation, and correspondences, all rights to which are owned or controlled by Discloser, that have not otherwise been made publicly available by the Discloser. Confidential Information, however, does not include: (a) information generally available to the public; (b) widely used programming practices or algorithms, (c) information rightfully in the possession of the Recipient prior to signing this agreement; and (d) information independently developed without the use of any of the provided Confidential Information.

The Recipient agrees to hold the Confidential Information in strict confidence and shall not disclose such information to any third party without the written permission of the Discloser. The Recipient also agrees to employ all steps necessary to protect the Confidential Information from unauthorized disclosure or use, including without limitation, all steps the Recipient uses to protect information they consider proprietary and a trade secret.

The Recipient shall refrain from directly or indirectly acquiring any interest in, or designing, creating, manufacturing, selling or otherwise dealing with any item or product containing the Confidential Information received by Recipient under this agreement.

The Recipient acknowledges and agrees that any Software Source Code and Software Products received under this agreement, and any Software Products derived or compiled from the Software Source Code, are subject to the following limitations:

1. Recipient may use the Software Products for evaluation purposes for a period of sixty (60) days from the date of this agreement, or with a valid software license obtained from the Discloser. All other uses are expressly forbidden by this agreement.
2. Recipient may not grant rights to use the Software Source Code or Software Products to any other individual or entity. Usage of these is limited to the Recipient signed below.
3. Recipient is subject to all terms and limitations set forth in all separate software licenses provided by Discloser to Recipient with the Software Source Code.

Neither party of this Agreement may assign this Agreement or any rights or obligations under it, without prior written consent by both parties, and any attempt to do so is void; and neither grants the other any licenses under any patents or copyrights.

The Discloser provides the Confidential Information on an AS IS basis and is not responsible for any damages arising out of the use of the Confidential Information made available under this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, the United States, and any applicable international law.

_____
Company (if any)

_____
Address (required)

_____
Phone (required)

_____
Email (required)

_____
Printed Full Name (required)

_____
Customer Number (or "Evaluation Only")

_____
Signature (required)

_____
Date (required)