

## PhoneTop™ Non-Disclosure Agreement

The AGREEMENT herein, dated as of the \_\_\_\_\_, is by and between AAC Inc. (hereinafter referred to as “AAC”, a Virginia Corporation with its headquarters at 8470 Tyco Road, Vienna, Virginia 22182), and \_\_\_\_\_, hereinafter referred to as “*Partner*”, having a place of business at \_\_\_\_\_, (both referred to herein collectively as “the parties”).

WHEREAS the parties desire that disclosure of information be exchanged in support of the evaluation of the PhoneTop™ K-12/EDU and PhoneTop Alerts product suite.

WHEREAS for said good and mutual consideration, the parties desire to enter into an agreement governing the disclosure between themselves and to any third parties of said information;

NOW THEREFORE the parties agree to hold all Proprietary Restricted Information (as defined herein) furnished to them under this Agreement in complete confidence and not in any way to disclose such information to any other party for any purpose, or to reproduce such information. Such information may be used by either party in support of the evaluation of the PhoneTop™ K-12/EDU and PhoneTop Alerts product suite only. These restrictions shall apply to any Proprietary Restricted Information exchanged by AAC and *Partner* during any discussions, negotiations or correspondence and to any Proprietary Restricted Information contained in memoranda, papers or documents forwarded to either AAC or *Partner* under this Agreement or under any contract between the parties. In carrying out the provisions of this Agreement, the following terms shall apply:

1. The term “Proprietary Restricted Information” shall include the following:
  - A. All information and data relating to the PhoneTop™ K-12/EDU and PhoneTop Alerts product suite, as well as samples, specimens, patent applications, and other proprietary information relating to the development, testing, manufacture, or application of any such devices or systems (including but not limited to system concepts, architectures, source documents and programmatic documents), and
  - B. All marketing plans, studies, and information relating to the PhoneTop™ K-12/EDU and PhoneTop Alerts product suite. Proprietary Restricted Information shall not include the following:
    - (1) information that, as of the time of receipt by the receiving party, is in the public domain or subsequently enters the public domain without fault of the receiving party;
    - (2) information that, as of the time of receipt by the receiving party is already known to or in the possession of the receiving party;

- (3) information that, at any time, is received in good faith by the receiving party from a third party that was lawfully in possession of the information and had the right to disclose the same;
  - (4) information that is disclosed to third parties by the disclosing party on a non-confidential basis; and
  - (5) information that AAC and *Partner* mutually agree in writing to release from the terms of the Agreement.
2. If any part of the Proprietary Restricted Information has been or hereafter shall be disclosed in a United States patent issued to the party furnishing the information hereunder, after the issuance of said patent, the limitations on such information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.
3. Each party shall use the same reasonable efforts to protect Proprietary Restricted Information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the review of the information and have a need to know such information.
4. Neither the execution and delivery of this Agreement, nor the furnishing of any Proprietary Restricted Information by the parties hereunder shall be construed as granting to any other party to this Agreement, either expressly, by implication, estoppel, or otherwise, a license under any invention, whether or not patented, hereafter owned or controlled by the party furnishing the same.
5. Each party shall return to the disclosing party the original and all copies of written information furnished to the other.
6. Each party shall not make copies of such information other than for purposes of assisting the parties in the evaluation of PhoneTop™ K-12/EDU and PhoneTop Alerts product suite.
7. The obligations and provision of this Agreement shall continue for a period of two (2) years from the date of this Agreement, and may be extended from this date by mutual written agreement of the parties hereto.
8. Each party will designate one or more individuals within its organization as the only point(s) for receiving Proprietary Restricted Information from the other party pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.

**AAC Inc.**

***Partner***

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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