



11363 San Jose Blvd, Suite 301
Jacksonville, FL 32223

Telephone 800-879-2779
FAX 904-880-6635

CONTRACTOR CONFIDENTIALITY AGREEMENT

NOTE TO VAR: This Agreement must be used whenever you, an authorized VAR, provide a copy of any Authorized Application to a contractor ("Contractor"). This is permitted only when a Contractor retained to perform services for you needs access to an Authorized Application in order to perform the work that is contracted for ("the Work"). After having Contractor execute this Agreement, you may provide Contractor with a copy of your registered copy of an Authorized Application provided that you comply with your obligations under the VAR Agreement.

VAR

RECIPIENT

NAME:

**NAME:
ADDRESS:**

**PHONE:
CONTACT:**

PRODUCT CODE	"AUTHORIZED SOFTWARE": COMPUTER PROGRAMS AND SOFTWARE DOCUMENTATION	RELEASE NUMBER

Contractor understands that VAR has access to the computer programs and software documentation identified above (the "Authorized Application") pursuant to an agreement with APPX Software, Inc. ("APPX"). The term "Authorized Application" includes the original and all copies of the software, together with all computer printouts, computer tapes, computer diskettes, and all other forms of information storage containing any portion of the software, plus any related documentation, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips.

VAR has retained Contractor to perform services for which Contractor will need access to the Authorized Application. Contractor understands that the Authorized Application is the valuable copyrighted and trade secret property of APPX and that VAR distributes the Authorized Application under a license from APPX, which retains title to the Authorized Application. Aspects of the Authorized Application that are trade secrets include but are not limited to the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. In consideration of Contractor being allowed access to the Authorized Application, Contractor agrees as follows:

1. **USE BY CONTRACTOR.** Contractor may use the Authorized Application only for the purpose of performing the Work. Contractor may make a copy of the Authorized Application as needed for that purpose, provided that Contractor:
 - a) **includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Application;**
 - b) **makes only that number of copies reasonably required;**
 - c) **prevents unauthorized distribution or use of the Authorized Application;**
 - d) **at all times accounts for the locations of and persons having access to each copy, including by maintaining records of the creation and chain-of-custody of each copy; and**
 - e) **destroys each such copy when the Work is completed.**

2. **CONFIDENTIALITY.** Contractor shall not at any time disclose to any person any portion of the Authorized Application except to employees of VAR authorized to have access to the Authorized Application. In no event will Contractor use the Authorized Application for Contractor's own benefit. Contractor may not decode, decompile, disassemble or otherwise reverse engineer the Authorized Application for any purpose whatever.

3. **RETURN OF AUTHORIZED APPLICATION.** Immediately after the Contractor's need for access to the Authorized Application ends, Contractor will return all copies of the Authorized Application to VAR.

4. **ASSIGNMENT OF PROPRIETARY RIGHTS.** Contractor agrees to assign and hereby does assign to VAR all proprietary rights, including all worldwide patent, copyright, moral rights, trademarks, confidential information and trade secret proprietary rights acquired in the course of performing the Work; agrees not to use, disclose, copy, modify or reverse engineer any such proprietary subject matter owned by VAR, APPX, or their assigns or successors, except to the extent strictly necessary to perform the Work or expressly permitted by law; agrees to assist VAR or its assigns or successors in securing, by registration or otherwise, and enforcing such proprietary rights; and further agrees to ensure that any subcontractors, consultants, or other individuals (other than full-time employees) retained to perform the Work also sign agreements, assigning to VAR all proprietary rights acquired in the course of performing the Work and binding them to the remaining terms of this paragraph.

5. **REVOCAION.** Contractor understands that APPX or VAR may at any time terminate this Agreement and revoke permission for Contractor to have access to the Authorized Application. Upon the written request of APPX or VAR, Contractor agrees to return to that party all copies of the Authorized Application then in Contractor's possession or control.

Date:

VAR:

RECIPIENT:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____