DOUBLE CLICK SOFTWARE PROPRIETARY RIGHTS & NON-DISCLOSURE AGREEMENT

1	Date :		
		BETWEEN	

AND

DOUBLE CLICK SOFTWARE

DOUBLE CLICK SOFTWARE

PROPRIETARY RIGHTS AND NON - DISCLOSURE AGREEMENT

- 1. Double Click Software considers all data, know-how and other information (collectively, the "Information") submitted to the undersigned to be confidential and proprietary Double Click Software. Reproduction of the Information the undersigned, its directors, officers, employees (collectively, the "Undersigned") or any other third party or its disclosure to any other third party is prohibited. Notwithstanding the foregoing any information shall not be considered confidential, or proprietary if (1) such information is generally known or readily available the trade or which is publicly known or where already in the possession of the Undersigned or (2) such Information is disclosed in a patent application or trade publication or where (3) such Information is delivered to the Undersigned for the purpose of distributing or disseminating such Information to the trades or the public.
- 2. The Undersigned recognizes the proprietary rights of Double Click Software in and to the Information and the confidential nature of the Information and agrees to take every precaution to safeguard and treat the Information as confidential and take appropriate action by instruction, agreement or notice to its directors, officers, agents and employees of the confidential and proprietary nature of the Information submitted by Double Click Software.
- 3. The Undersigned further agrees that it will not make use of, either directly or indirectly, any of the information which it receives or has received from Double Click Software, other than for the purpose for which such Information has been disclosed, except with the specific prior written authorization of an officer of Double Click Software.
- 4. The Undersigned further agrees that it will not disclose, publish or reveal any of the Information received from Double Click Software to any other party whatsoever, except with the specific prior written authorization of an officer of Double Click Software.
- 5. The Undersigned further agrees to indemnify Double Click Software against any losses sustained by Double Click Software, including reasonable counsel fees, by reason of the breach of any portion of this Agreement by any director, officer, employee or agent of the Undersigned.

DOUBLE CLICK SOFTWARE PROPRIETARY RIGHTS & NON - DISCLOSURE AGREEMENT

DESCRIPTION OF INFORMATION AUTHORIZED OFFICER: DATE: (Signature) (Typed) (Title) WITNESS: DATE: (Signature)

(Typed)

DOUBLE CLICK SOFTWARE P. O. BOX 741206 HOUSTON, TX 77274-1206