

Vendor Confidentiality Agreement

This Agreement, made and entered into this _____ day of _____, 20____, by _____ (hereinafter referred to as VENDOR), with SSOE Inc., and SSOE Systems, Inc., each a corporation of Ohio (hereinafter individually and collectively referred to as "SSOE Group").

WITNESSETH

WHEREAS, SSOE Group may disclose certain confidential proprietary information to VENDOR required as a basis for requesting bids or estimates or which may become known to VENDOR while VENDOR is furnishing goods or services, or the like to SSOE Group; and

WHEREAS, VENDOR is willing to enter into an Agreement to set forth the terms of such understanding;

1. All information, drawings, material, goods, equipment, apparatus, or documents disclosed or delivered to VENDOR by SSOE Group or arising from work or services done for SSOE Group, and also all knowledge of any business relationship between VENDOR and SSOE Group, shall be treated by VENDOR as confidential proprietary information of SSOE Group and shall not be disclosed or made available to others by VENDOR without prior permission of SSOE Group. VENDOR also agrees not to use any of such information, drawings, material, goods, equipment, apparatus, or documents for any other party or for VENDOR. Such obligation shall not apply to any information, drawings, material, goods, equipment, apparatus, or documents which VENDOR establishes (a) is already known to VENDOR at the time of its receipt from SSOE Group as shown by VENDOR's records, (b) is or subsequently becomes available and accessible to the public through no fault of VENDOR, or (c) is disclosed to VENDOR by a third party on a non-confidential basis.
2. The title to any tangible property, including but not limited to material, goods, equipment, apparatus, documents, and literary property (e.g. drawings, manuscripts, artwork, motion pictures, video programs, and computer software), provided VENDOR by SSOE Group or produced by VENDOR at SSOE Group's expense in submitting a bid or estimate or in carrying out an order for SSOE Group shall be vested in SSOE Group, and VENDOR agrees to return or deliver such tangible property to SSOE Group within thirty (30) days after request by SSOE Group, but in any event after they have served the purpose of the VENDOR in submitting a bid or carrying out an order. VENDOR hereby expressly assigns to SSOE Group all copyrights in and to any literary property produced by VENDOR for SSOE Group.
3. VENDOR agrees to inform its personnel and agents of the obligations of VENDOR under this Agreement.
4. SSOE Group shall have no liability to VENDOR, its personnel or agents, arising out of the use, operation or failure of any information, drawings, material, equipment, goods, apparatus, documents or literary property, furnished VENDOR by SSOE Group or produced by VENDOR for SSOE Group, except that arising out of the sole negligence of SSOE Group, its employees, servants, or agents.
5. It is understood that this Agreement may not constitute all of the conditions or terms of a request or order from SSOE Group to VENDOR and that further conditions and terms of any such request or order shall be mutually agreed upon between SSOE Group and VENDOR from time to time.
6. This Agreement may be canceled or terminated by either party by written notice to the other at any time. VENDOR cannot, however, cancel or terminate this Agreement until the completion of any outstanding orders, bids or estimates for SSOE Group. Such notice of cancellation to SSOE Group should be sent to the Chief Financial Officer via registered mail. Cancellation or termination of this Agreement shall not alter or affect the obligations of the VENDOR arising prior to such cancellation or termination and shall survive such cancellation or termination until such time as one of the exceptions in Paragraph (1) applies.

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7. The obligation of VENDOR contained herein shall be binding upon any division, subsidiary, assignee, transferee, successor, or receiver of VENDOR.

IN WITNESS WHEREOF, VENDOR has caused this Agreement to be signed and sealed by its duly authorized officer.

Vendor: _____

Name: _____
(Signature)

Title: _____