

CINCOM SMALLTALK[®] DEVELOPER PROGRAM NONDISCLOSURE AGREEMENT

Cincom Systems, Inc. ("Cincom") of 55 Merchant Street, Cincinnati, Ohio 45246 and _____ ("Disclosee") of _____ agree as follows:

1. Subject to the terms and conditions contained in this Agreement, Disclosee shall be permitted access to certain proprietary and confidential information, whether oral, written, or electronic form used by and belonging to Cincom or its affiliates ("Information"), identified as Cincom Smalltalk, VisualWorks, ObjectStudio, Web Velocity ("Products") or any computer software derived or made part of these Products
2. The sole purpose of this Agreement is to support the **Cincom Smalltalk[®] Developer Program**.

The object of the Cincom Smalltalk Developer Program is to create an environment that allows Smalltalk developers to participate in the ongoing development of the Cincom Smalltalk system.

Currently, the program offers the following benefits to developers:

- Access to all internal builds (via ftp)
- Access to ftp-based update mechanism for contributions
- A subscription to the vw-dev engineering mailing list
- Access to "works in progress"
- Access to various product updates
- A voice in the direction of ongoing product development

No other purpose, right, or obligation is implied by this Agreement. No license to the Information is granted by this Agreement. All Information provided hereunder is "AS IS" and without warranty and may not be used for any other purpose than to provide feedback to Cincom for the ongoing development of the Products.

3. This Agreement is effective on the date it becomes fully executed by Disclosee and Cincom. This Agreement will automatically terminate 365 days after the effective date of this Agreement. Either party may terminate this Agreement at any time without cause upon ten (10) days written notice to the other party; however the confidentiality obligations will survive expiration or termination of this Agreement.
4. No later than ten days after the effective date of the termination of this Agreement, Disclosee agrees to return or destroy all written copies of the Information and to certify in writing to Cincom that all use of the Information has been discontinued and all copies have been returned or destroyed.
5. Disclosee agrees that any and all ideas, concepts, or other intellectual property rights conceived or created which are derived from the Information are the exclusive property of Cincom. For the purposes of this clause, application programs and code segments written by Disclosee in the normal course of using the Products owned by Cincom shall not be considered by Cincom as derived works.
6. Disclosee agrees that any contributions made to modify, correct, or enhance Cincom copyrighted source code as part of the Cincom Smalltalk Developer Program shall become the exclusive property of Cincom, and Cincom shall be entitled to use such contributions for any purpose without restriction or remuneration of any kind with respect to the Disclosee making such contributions. All other contributions made by Disclosee as part of the Cincom Smalltalk Developer Programs will be considered by Cincom as remaining the property of the Disclosee. Disclosee may execute agreements with Cincom to grant non-exclusive, royalty-free distribution rights to any contributions that would be included in public libraries released with published versions of the Products.

