NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and entered into this      day of      , 20     ,by and betweenGuideSoft, Inc. dba Knowledge Services and       , (each referred to herein as a “Party” and collectively as the “Parties”).

**1. Disclosure**. The purpose of this Agreement is to govern and set forth the rights and obligations of the Parties hereto with respect to the use, handling, protection and safeguarding of the disclosure of certain information in connection with a proposed business transaction (“Proposed Transaction”). In connection therewith, the Parties or their respective Affiliates may disclose to each other technical, financial and/or other information (including third party confidential information and information exchanged in contemplation of entering into this Agreement), material, or data which is written, oral or in any other form, electronic or otherwise which is considered confidential and proprietary.

**2. Confidential Information**. “Confidential Information” means any information owned or disclosed by or on behalf of a Party or any of its Affiliates (the “Disclosing Party”), whether in tangible or intangible form, (a) that is marked as confidential, proprietary, or with a similar legend; (b) that is otherwise confirmed to be confidential or proprietary; or (c) that the Party or its Affiliate receiving the information (the “Receiving Party”) should reasonably believe to be confidential based upon its content, including, without limitation, any materials, customer information, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, software, network configurations, system security plans, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, served markets, financial and operational information, and any other non-public information, material or data relating to the past, current and/or future business and operations of the Disclosing Party. Confidential Information shall include any analyses, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on Confidential Information.

**3. Public Information**. Notwithstanding any other provision of this Agreement, information shall not be, or shall cease to be, Confidential Information hereunder: (a) if such information is known to the Receiving Party, without restriction, prior to disclosure thereof by the Disclosing Party, as demonstrated by written records in existence at the time of disclosure; (b) after such information is published or becomes available to others, without restriction and without breach of this Agreement by the Receiving Party; (c) after such information becomes available to the Receiving Party from others who are not in breach of any obligation to hold such information in confidence (to the best of the Receiving Party’s knowledge, after reasonable inquiry); or (d) if such information is developed by the Receiving Party independent of any disclosure of such information by the Disclosing Party and without any use of the Confidential Information of the Disclosing Party, as demonstrated by written records created at the time of such independent development.

**4. Non-disclosure Obligation**. Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party agrees (a) not to disclose, or permit its Affiliates to disclose, Confidential Information, or the existence of this Agreement and/or the discussions relating to the Proposed Transaction; (b) to use the same degree of care and diligence to protect Confidential Information from disclosure to others as the Receiving Party employs or should reasonably employ to so protect its own information of like confidence (but in no event less than reasonable care); (c) not to use, reproduce or copy the Confidential Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Transaction; and (d) to immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information by the Receiving Party. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to such of the Receiving Party’s Affiliates or the employees, and legal and tax advisers of the Receiving Party or its Affiliates (each a “Receiving Party Representative”) which the Receiving Party reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Transaction, provided such Receiving Party Representative is informed of this Agreement and are bound by non-disclosure provisions similar to the terms hereof, and the Receiving Party uses best efforts to cause the Receiving Party Representative to observe the terms of this Agreement. The Receiving Party agrees that a breach of this Agreement by a Receiving Party Representative shall constitute a breach of this Agreement by the Receiving Party. In the event that the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Information, the Receiving Party agrees that it will provide the Disclosing Party with prompt notice of such requirement to enable the Disclosing Party to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Information, and in the event such protection is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party agrees that it will disclose only that portion of the Confidential Information which it is legally required to disclose and in doing so, will make every effort to secure confidential treatment of any materials disclosed.

**5. No Additional Rights.** Unless otherwise agreed in writing, the Receiving Party shall not have any rights or obligations respecting the Confidential Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement, and unless otherwise agreed in writing: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Disclosing Party; (b) The Receiving Party agrees not to disassemble, decompile or reverse engineer any of the Disclosing Party’s Confidential Information; and (c) neither Party shall be obligated to disclose information to the other Party or to enter into any further agreements relating to the Proposed Transaction or any information. Unless otherwise agreed in writing, a Party and its Affiliates may terminate discussions regarding the Proposed Transaction at any time. The Receiving Party’s obligations under this Agreement respecting the Confidential Information shall survive termination of such discussions.

**6. Disposition of Confidential Information**. The Receiving Party shall, upon written request of the Disclosing Party, either, at the Disclosing Party’s election, (a) return to the Disclosing Party all Confidential Information (other than the Studies), including all copies thereof; or (b) destroy all Confidential Information (including the Studies) and provide the Disclosing Party with written certification thereof. The Receiving Party may retain one copy of the Disclosing Party’s Confidential Information solely for archival purposes. Each Party’s obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years following such return or destruction of the Disclosing Party’s Confidential Information. After that five (5) year period, each Party’s obligations to protect the Confidential Information will cease, except that the obligation to protect the confidentiality of the other Party’s client information or the other Party’s or its licensor’s software and related materials will continue in perpetuity.

**7. Injunctive Relief**. Each Party acknowledges and agrees that the unauthorized disclosure of the Confidential Information by the Receiving Party may cause irreparable harm to the Disclosing Party. As a result thereof, in addition to any other remedies available, the Disclosing Party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce the Receiving Party’s obligations hereunder.

**8.**  **Other Provisions**. The Parties further agree that, unless otherwise agreed in writing: (a) this Agreement shall be governed by the laws of the State of Indiana, without giving effect to the principles of conflict of laws thereof; (b) this Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both Parties; (c) a Party may waive any rights under this Agreement only by written waiver duly signed by such Party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (d) the rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party, which shall not be unreasonably withheld, and any such attempt shall be void, and this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) no provision of this Agreement shall affect, limit or restrict either Party’s right to engage in any business in any place and at any time, whatsoever, provided the Receiving Party does not use, reproduce, copy or disclose the Confidential Information in violation of this Agreement; (f) THE DISCLOSING PARTY PROVIDES THE CONFIDENTIAL INFORMATION SOLELY ON AN “AS-IS” BASIS AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE CONFIDENTIAL INFORMATION IT DISCLOSES HEREUNDER, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NON-INFRINGEMENT THEREOF; (g) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (h)  all notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a Party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such Party set forth below; (i) this Agreement may be executed in counterparts; (k) The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision; (l) Both parties agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law; and (m) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

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| **GuideSoft, Inc. dba Knowledge Services** By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |