

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made this ____ day of _____, 2010 by and between Data Savers, L.L.C., a Georgia limited liability company (“DS”), and _____, a _____ (“Client”).

WHEREAS, Client may communicate to DS certain confidential information of DS in connection with the provision by DS of services to Client (the “Services”);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- Definition of Confidential Information.** “Confidential Information” means any information of Client or its clients, contained in any form and marked “confidential” or “proprietary” or with markings or words of similar import and which Client considers to be its or its client’s confidential, non-public and proprietary information, **such as personal Client data contained in personal computer hard drives.** The term “Confidential Information” excludes any data or information which (a) was already known to DS at the time of receipt, or (b) has become or becomes generally known to the public; (c) has been or is later rightfully received by DS from a third party without DS’ knowledge of the third party’s violation of a restriction on the information’s disclosure; (d) has been approved by Client for release by its written authorization; or (e) is independently developed by DS.
- Nondisclosure and Nonuse Obligation.** DS shall safeguard and keep the Confidential Information confidential and will not disclose any Confidential Information to any person other than DS’ authorized representatives who must have access to Confidential Information to perform Services, and who have agreed to be bound by confidentiality commitments substantially the same as those set forth in this Agreement. DS may use the Confidential Information only to perform the Services, and for no other purpose. The obligations of DS specified in this Section 2 shall not apply to any Confidential Information which is received from Client which (a) is required to be disclosed by proper order of a court of applicable jurisdiction (or governmental agency having proper authority) or (b) DS is otherwise required by applicable law or regulation to disclose.
- Standard of Protection.** For the purpose of complying with the obligations set forth herein, DS will use efforts commensurate with those that it employs for the protection of non-public, confidential information of its own, being at a minimum those efforts that a reasonable business would take to protect its own confidential information.
- Retained Ownership; Warranties.** Client and its clients retain all right, title, and interest in all Confidential Information and no rights are therein granted to DS, except only the limited right to review and process Confidential Information in connection with the Services. Client warrants that all Confidential Information provided to DS in connection with the Services is owned by Client or its clients and Client has all rights and authority from its clients and otherwise to provide the Confidential Information to DS.
- Data Retention Policy.** A standard practice for DS is to keep a copy of the Client’s data for a period of 7 to 10 calendar days (the “evaluation period”) following the completion of the recovery, to allow the Client to inspect the recovered data. It is incumbent upon the client to arrange for shipping or to retrieve the recovered data before the evaluation period has expired. The copy of the data is securely

erased following the evaluation period, unless the client notifies DS in advance and requests that DS retain it for a longer period. Note, however, that these practices are subject to change.

6. **Term; Termination.** The obligations of DS to maintain the confidentiality of the Confidential Information pursuant to the terms hereof will continue in full force and effect for a period of two (2) years after the latter of (i) the last disclosure of the Confidential Information to DS, or (ii) the termination or expiration of the Services; except that such obligations will expire as to any Confidential Information that is a trade secret under applicable law at such time as it ceases to be a trade secret under applicable law.

7. **Governing Law.** This Agreement is governed by and construed and will be enforced in accordance with the laws of the State of Georgia, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed and delivered this Nondisclosure Agreement effective as of the date first written above.

DS: DATA SAVERS, L.L.C.

CLIENT:

By: _____
Jonathan Yaeger, Member

By: _____

Name: _____

Title: _____

or, if individual:

Name: