

SOFTWARE NON-DISCLOSURE AGREEMENT (NDA)

Parties: _____

Recitals:

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information regarding its software, processes, business, and technology; WHEREAS, the Receiving Party desires to receive such information solely for the purpose of evaluating a potential business relationship or collaboration with the Disclosing Party; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information

For the purposes of this Agreement, 'Confidential Information' means any and all technical and non-technical information disclosed by the Disclosing Party to the Receiving Party, including but not limited to software source code, object code, documentation, algorithms, business plans, customer lists, marketing strategies, financial information, and any other proprietary data, whether oral, written, or in electronic form.

2. Obligations of Receiving Party

The Receiving Party shall (a) keep all Confidential Information strictly confidential and take all reasonable measures to safeguard such information; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use the Confidential Information solely for the Purpose defined herein; and (d) limit access to Confidential Information to only those employees, agents, or contractors who need to know and are bound by confidentiality obligations no less restrictive than those contained herein.

3. Exclusions from Confidential Information

Confidential Information does not include information that (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party without restriction and without breach of this Agreement.

4. Term

This Agreement shall commence upon execution by both parties and continue in effect until terminated by either party with thirty (30) days written notice. The Receiving Party's duty to protect Confidential Information shall survive termination for a period of five (5) years.

5. Return or Destruction of Materials

Upon the Disclosing Party's written request or termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including any copies, summaries, or derivatives thereof, and certify such return or destruction in writing.

6. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights or license under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party, except the limited right to use the Confidential Information solely for the Purpose described herein.

7. No Warranty

All Confidential Information is provided 'AS IS' without warranty, express or implied, as to its accuracy or

completeness. The Disclosing Party shall not be liable for any damages arising from the Receiving Party's use of the Confidential Information.

8. Remedies

The Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity in case of any breach or threatened breach of this Agreement.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior negotiations, communications, and agreements, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

11. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

12. Waiver

No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach.

13. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

14. No Obligation to Proceed

Nothing in this Agreement obligates either party to proceed with any proposed transaction or relationship.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

16. Notices

All notices under this Agreement shall be in writing and shall be deemed effective upon delivery when sent by hand, certified mail, nationally recognized overnight courier, or email with confirmed receipt to the addresses provided by the parties.

17. Relationship of Parties

Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between the parties.

18. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

19. Survival

All obligations of confidentiality and restrictions on use shall survive the termination or expiration of this Agreement.

20. Remedies Cumulative

All rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity.

DISCLOSING PARTY

RECEIVING PARTY

Authorized Signature: _____

Authorized Signature: _____

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