

Please Complete Form, Print, Sign and Fax to 718-304-1179:

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Country: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Investor/RT Software Developer Kit (SDK)**

NON-DISCLOSURE AGREEMENT

This Non-Disclosure and Non-Distribution Agreement (the "Agreement") is made by and between Linn Software, Inc. ("LINNSOFT") and you ("YOU"). As part of your license to use Investor/RT software, LINNSOFT is willing to provide to YOU its Investor/RT Software Development Kit (the "SDK"), subject to the following terms:

The SDK includes proprietary and confidential information belonging to LINNSOFT. Accordingly, YOU agree not to share, disclose or redistribute the SDK, in whole or part, to any other person or entity.

YOU agree to comply with the terms of the Investor/RT License Agreement and to use the SDK only so long as you have a valid license to use Investor/RT. This Agreement will remain in force even in the event your Investor/RT License Agreement terminates.

YOU agree that it would be difficult to measure damage to LINNSOFT from any breach by YOU of this Agreement and agree that LINNSOFT shall be entitled to injunctive or other appropriate relief to restrain any breach of this Agreement without showing any actual damage sustained by LINNSOFT.

YOU agree to indemnify and hold harmless LINNSOFT for any claims, damages or liabilities of any nature relating to or arising out of your use or your breach of this Agreement or use of the SDK.

LINNSOFT provides the SDK "as is" and disclaims any and all warranties of any kind. Under no circumstances shall LINNSOFT be liable to YOU in connection with your receipt or use of the SDK.

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia without regard to principles regarding conflict of laws. YOU consent to the personal jurisdiction and venue of the federal and state courts of the State of Georgia and waive any objections thereto.

Linn Software, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_