



Switchboard Beta Program Nondisclosure and Noncircumvention Agreement

We, Switchboard Live Inc., a Florida for-profit corporation (“Switchboard”), are sharing with you and certain of your directors, officers, owners, employees, agents and/or representatives (collectively, the “Recipient”) access to and use of certain of Switchboard’s confidential and proprietary information related to a certain beta access program (“Program Information”) involving new products and services (the “New Products”) as part of our beta access program (the “Program”) and related early launch program for new products and services (the “Business Purpose”). The Program Information is not publicly available or otherwise publicly accessible. If applicable, any access to and use of the New Products is governed by that certain separate Switchboard New Product Access Nondisclosure and Noncircumvention Agreement. In consideration for your access to and use of the New Products, the Recipient and Switchboard (each a “Party” and, collectively, the “Parties”), for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, agree as of the date last written below (the “Effective Date”) as follows:

1. Confidential Information. “Confidential Information” means information disclosed orally, in writing, or by any other medium, by Switchboard to the Recipient regarding the Program Information and any information related to the same, whether or not marked confidential or proprietary, including, without limitation, Program Information related to the New Products, and related intellectual property, strategic information, financial statements or projections, business plans, prototypes, drawings, data, trade secrets, trademarks, service marks, copyrights, patents, know-how, show-how, methods, business records, ownership information, insurance information, customer lists, supplier agreements, partnership or joint venture agreements, license agreements, marketing plans, employee lists, policies and procedures, and information relating to processes, technologies or theory, irrespective of whether any of the foregoing qualifies as a trade secret under applicable law. Confidential Information includes information marked or otherwise communicated to the Recipient as confidential that was disclosed prior to the Effective Date, if any. Confidential Information does not include information that the Recipient can demonstrate through no act or failure to act on the part of the Recipient (or its affiliates), generally known or legally made available to the public. For clarity, once publicly available, Program Information that is publicly disclosed by Switchboard will no longer constitute Confidential Information hereunder; provided, however, that Program Information obtained by the Recipient before such time and that is not made publicly available (e.g., final pricing) shall remain as Confidential Information and subject to the terms hereof.



2. Obligations. The Recipient agrees: (a) to hold Confidential Information in strict confidence; (b) not to disclose such Confidential Information to any party except as specifically authorized herein or as specifically authorized by Switchboard in an advance writing; (c) to use all reasonable precautions to prevent the unauthorized disclosure of Confidential Information; (d) not to use any Confidential Information for any purpose other than the Business Purpose; and (e) not to use Confidential Information in any way, directly or indirectly, to circumvent any opportunities of Switchboard related to Program Information by, for example, creating, distributing, marketing, or selling products or services embodying Confidential Information. To the extent necessary to carry out the Business Purpose, the Recipient may make copies of Confidential Information, provided that all such copies are themselves marked as confidential by the Recipient and safeguarded from improper disclosure in a manner that is inconsistent with its obligations hereunder. Upon Switchboard's request, the Recipient will promptly return to Switchboard all copies of Confidential Information unless otherwise stated in writing by Switchboard, and will destroy all notes, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to Switchboard a written certification of an authorized officer of the Recipient that it has done all of the foregoing. The Recipient shall promptly notify Switchboard of any loss, misuse or misappropriation of Confidential Information, and agrees to indemnify and hold Switchboard harmless from and against all losses, damages, claims or expenses (including reasonable attorneys' fees and costs, including those of investigation and appeals) incurred or suffered by Switchboard (and its affiliates) as a result of the Recipient's breach of this Agreement.

3. Permitted and Required Disclosures. The Recipient may disclose the Switchboard's Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose, and only if such employees are advised of the confidential nature of such Confidential Information and are bound by an obligation to protect the confidentiality of such Confidential Information no less strict than this Agreement. The Recipient may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Recipient uses its best efforts to limit the disclosure by means of a protective order or request for confidential treatment and provides Switchboard a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

4. No Insider Trading. During discussions with Switchboard related to Program Information and the Business Purpose, the Recipient may be exposed to material, non-public information about Switchboard under federal or state securities laws. Recipient Representatives understand that they may be found to be in violation of applicable laws if they take advantage of such information. If the Recipient is exposed to such material, nonpublic information, Recipient agree not to trade in Switchboard's securities (including common stock, stock options, other Switchboard-issued securities, or derivative securities); have or cause others to trade in Switchboard's securities on the Recipient's; provide trading advice of



any kind about Switchboard or its or its affiliates securities; disclose any material, nonpublic information to anyone else who might then trade in Switchboard's or its affiliates' securities; or recommend to anyone that such party purchase or sell Switchboard's or its affiliates' securities. The Recipient should contact Switchboard's General Counsel at legal@switchboard.live with any questions regarding compliance with this Section 4. Nothing in this Section 4 is meant to restrict any investment activities of the Recipient to the extent that decisions relating to the investment are made by a party to whom Confidential Information has not been disclosed.

5. Term of Agreement. This Agreement applies to all Confidential Information that is disclosed by Switchboard to the Recipient during the period commencing upon the Effective Date and continuing through one (1) year following such date (the "Term"). The Recipient's obligations under this Agreement will survive expiration of the Term or any termination of this Agreement, and will remain in effect for three (3) years after such expiration or termination. The Recipient shall not have the right to assign its rights under this Agreement, expressly or by operation of law, and any assignment must be approved in advance in writing by Switchboard. This Agreement shall be binding upon and inure to the benefit of the permitted successors and valid assigns of the Parties.

6. No Implied Licenses or Warranties and No Obligation to Transact. Nothing in this Agreement will be construed as granting any rights to the Recipient, by license or otherwise, to any of Confidential Information, except as specifically stated in this Agreement. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise. The Parties understand that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires either Party to proceed with any transaction, relationship or other business arrangement related to the Business Purpose or any purpose.

7. Injunctive Relief. The Recipient acknowledges that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to Switchboard. Accordingly, the Recipient agrees that Switchboard will have the right to obtain an immediate injunction, and any other appropriate equitable relief, against any breach or threatened breach of this Agreement, without the requirement of posting a bond unless otherwise non-waivable under applicable law, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach, and may enforce its rights hereunder against the Recipient in any court of competent jurisdiction. EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY, AND THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER INTO THIS AGREEMENT.

8. General Terms. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Florida (excluding its body of law controlling conflicts of law), and, subject to exception set forth Section 7, any dispute arising out of or related hereto shall be exclusively resolved through confidential binding arbitration in Orlando, Florida, under then then-current version of the American Arbitration Association's Commercial



Arbitration Rules, and any available expedited rules thereunder (the "Rules"), and will be held with a single arbitrator appointed in accordance with the Rules. This Agreement sets forth the entire understanding and agreement between the Parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, and communications, oral or written, between the Parties regarding the subject matter hereof. This Agreement is not, however, intended to limit any rights that Switchboard may have under trade secret, copyright, patent or other laws that may apply to Program Information both during and after the term of this Agreement. No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such Switchboard's right to enforce such provision. Any modification or amendment to this Agreement shall be in writing signed by the Parties. The invalidity or unenforceability of any provision hereof, as held by a court or arbitrator of competent jurisdiction, shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof. This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one agreement, superseding all prior or contemporaneous understandings of the Parties, oral or written. In the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing Party in such litigation, as determined by a court of competent jurisdiction, shall be entitled to recover reasonable attorneys' fees and costs incurred in such litigation, in addition to any other recovery to which such Party may be legally entitled under this Agreement and applicable law.

Agreed by the Parties as of the Effective Date: _____

SWITCHBOARD LIVE INC.

By: _____

Name:

Title:

RECIPIENT

By: _____

Name:

Title: