

EXHIBIT A
CONFIDENTIAL DISCLOSURE ACKNOWLEDGEMENT

PROGRAMMER: _____ DATE: _____

ADDRESS: _____

PROGRAMMER desires to obtain access from _____
("DEVELOPER") to certain computer software and related information developed by EDISON
DESIGN GROUP, INC. ("EDG") ("EDG Software") for the sole purpose of assisting DEVEL-
OPER regarding the EDG Software.

THEREFORE, PROGRAMMER agrees to the following terms and conditions:

1. Definition. "CONFIDENTIAL INFORMATION" as used herein shall mean software, docu-
mentation, and related information disclosed or made available by EDG to DEVELOPER, and
disclosed or made available by DISCLOSER to PROGRAMMER, whether disclosed to PRO-
GRAMMER in writing or orally. The CONFIDENTIAL INFORMATION specifically includes
any source code portions and related internal documentation of the EDG Software ("EDG Source
Code"). The CONFIDENTIAL INFORMATION specifically excludes any binary or object code
versions of the EDG Software. CONFIDENTIAL INFORMATION shall not be considered confi-
dential if (a) it was in the possession of PROGRAMMER prior to the disclosure without being
covered by another confidentiality obligation, (b) it was available to the public prior to the dis-
closure, (c) it is subsequently acquired by PROGRAMMER from a third party whose source to the
information neither directly nor indirectly is EDG and the information from this independent
source is not covered by another confidentiality obligation, (d) it subsequently becomes available
to the public through no default of PROGRAMMER, or (e) it is independently developed by PRO-
GRAMMER without breaching this Agreement

2. Acknowledgments. PROGRAMMER acknowledges and agrees that the CONFIDENTIAL
INFORMATION is the sole property of, proprietary to, and a valuable trade secret of EDG and
that any disclosure or unauthorized use thereof may cause irreparable harm and loss to EDG.

3. Obligations of PROGRAMMER. In consideration of the disclosure to PROGRAMMER of
CONFIDENTIAL INFORMATION, PROGRAMMER agrees to treat CONFIDENTIAL INFOR-
MATION in confidence and to undertake the following additional obligations with respect
thereto:

3.1. to use the CONFIDENTIAL INFORMATION as required to assist DEVELOPER, provided
that such use does not conflict with the other obligations of PROGRAMMER under this
Acknowledgement, and provided that all such use is non-commercial;

3.2. not to copy, in whole or in part, CONFIDENTIAL INFORMATION, except as reasonably
needed during PROGRAMMER's use of the CONFIDENTIAL INFORMATION;

3.3. not to disclose CONFIDENTIAL INFORMATION to third parties, except PROGRAMMER
may disclose CONFIDENTIAL INFORMATION to other programmers who need to know if and
only if (a) DEVELOPER instructs PROGRAMMER to make such disclosure, and (b) prior to any
such disclosure, DEVELOPER confirms to PROGRAMMER that each such other programmer
has signed a similar Confidential Disclosure Acknowledgement; and

3.4. to return CONFIDENTIAL INFORMATION, including all copies and records thereof, to
DEVELOPER promptly upon DEVELOPER's request or termination of PROGRAMMER's
assisting DEVELOPER, whichever occurs first; however, all such CONFIDENTIAL INFORMA-
TION that cannot reasonably be returned to DEVELOPER shall be destroyed by PROGRAM-
MER in a manner acceptable to EDG; EDG shall not unreasonably withhold such acceptance.

4. No Warranties. EDG provides the CONFIDENTIAL INFORMATION "AS IS" and without
warranties of any kind, including without limitation warranties as to performance or merchant-
ability. THE CONFIDENTIAL INFORMATION IS PROVIDED WITHOUT ANY EXPRESS
OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTIES OF MERCHANTABILITY
OR FITNESS FOR A PARTICULAR PURPOSE ARE OFFERED.

5. No Liability. EDG shall have no liability of any kind regarding the CONFIDENTIAL
INFORMATION, the use or misuse of the CONFIDENTIAL INFORMATION, or the nonperform-
ance or delay in performance of any terms and conditions of this Acknowledgement, including
without limitation any special, indirect, or consequential damages.

6. Survival. The restrictions and obligations of Paragraph 3 of this Acknowledgement shall sur-
vive any expiration, termination, or cancellation of this Acknowledgement and shall continue to
bind PROGRAMMER, its successors, heirs, and assigns.

7. Negation of Licenses. No rights or licenses, expressed or implied, are hereby granted to PRO-
GRAMMER under any patents, copyrights, trademarks, or trade secrets of EDG as a result of or
related to this Acknowledgement.

8. Governing Law. This Acknowledgement shall be construed and enforced in accordance with
the laws of the State of New Jersey, U.S.A.

PROGRAMMER:

By: _____

Name: _____

Title: _____

Date: _____