



POLYCOM MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between Polycom, Inc., a Delaware corporation, located at 6001 America Center Drive, San Jose, CA 95002, ("Polycom"), on behalf of itself and its Affiliates, and the party signed below ("Company"), on behalf of itself and its Affiliates, effective as of the date of the last signature below ("Effective Date").

1. Purpose. Polycom and Company wish to explore a possible business opportunity of mutual interest (the "Relationship"). In order to do so, each party may disclose its Proprietary Information (as defined in Section 2 below) to the other for the exclusive purpose of allowing the parties to discuss and evaluate the Relationship while protecting each party's Information against unauthorized use or disclosure.

2. Definitions. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose information, which is confidential and proprietary. "Proprietary Information" means, without limitation, any and all trade secrets, computer programs, codes, processes, product ideas and plans, inventions (whether patentable or not), copyrightable materials, schematics, forecasts, strategies, purchasing, manufacturing, customer lists, employee and customer information, business and contractual relationships, sales or marketing plans of the Disclosing Party and includes information the Disclosing Party provides regarding any third parties.

3. Nondisclosure and Non-use. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence as a fiduciary and to take all necessary precautions to protect the Proprietary Information, including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials (but in no event less than a reasonable degree of care given the nature of the information); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate whether to enter into the Relationship with the Disclosing Party and if the Relationship is consummated, to implement it as agreed; and (iv) not to reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Disclosing Party's Proprietary Information. Notwithstanding the obligation to only use the information for the business purpose outlined above, information disclosed by the parties shall be subject to the restrictions of this section even if such information may be construed as beyond the scope of the above business purpose. Only those employees or authorized representatives who have a need to know and who have signed confidentiality obligations at least as restrictive as those contained herein shall be given access to any such Proprietary Information. The Receiving Party may not copy the Proprietary Information except as required to accomplish the intent of this Agreement as specifically set forth above. Any reproduction of the Proprietary Information shall include all confidentiality or proprietary rights notices or legends as the original, unless otherwise approved by the Disclosing Party in writing.

4. Exceptions. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to information the Receiving Party can establish through written documentation in its possession (i) is in the public domain (and is readily available without substantial effort) at the time of disclosure or which thereafter enters the public domain, through no improper action or inaction by the Receiving Party or any affiliate, agent, or employee of the Receiving Party, or (ii) was in its lawful possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by another person who was not subject to restrictions on disclosure, or (iv) was independently developed by the Receiving Party without reference to any information received from the Disclosing Party. The Receiving Party may disclose Proprietary Information as required by law or judicial order to be disclosed, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

5. Return. Immediately upon (i) the expiration or termination of this Agreement, or (ii) receipt of a written request by the Disclosing Party at any time, the Receiving Party will return (or destroy upon Disclosing Party's consent) to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies thereof.

6. Independent Development. The terms of this Agreement shall not be construed to limit either party's right to develop independently or acquire products POLYCOM, INC.

Signature: _____
Name & Title: _____
Date: _____

without use of the other party's Proprietary Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Proprietary Information. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Proprietary Information provided that the Receiving Party does not violate any of its obligations under this Agreement (or any other agreement between the parties) in connection with such development.

7. No Rights Granted. Each party shall retain all right, title and interest to such party's Proprietary Information. No right or license is either granted or implied by the disclosure of Proprietary Information, including without limitation any license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party.

8. No Other Obligation. The Receiving Party understands that nothing herein (i) requires the Disclosing Party to disclose any Proprietary Information or (ii) requires either party to proceed with any proposed transaction or relationship in connection with this Agreement.

9. Termination. This Agreement shall continue until terminated by either party in a signed writing delivered to the other party, which termination shall be effective 30 days from receipt. The obligations of each Receiving Party under this Agreement will survive for a period of five (5) years after the date of disclosure of Proprietary Information by the Disclosing Party, except with respect to items which are trade secrets of the Disclosing Party, for which the obligation shall survive until the Disclosing Party no longer considers such a trade secret.

10. Remedies. The Receiving Party acknowledges and agrees that there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may cause the Disclosing Party irreparable harm, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. Further the Disclosing Party shall be entitled to recover attorney's fees in connection with any enforcement of the Receiving Party's obligations hereunder. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release or loss of the Disclosing Party's Proprietary Information.

11. Import/Export Restrictions. Neither party shall export, directly or indirectly, any technical data acquired hereunder (or any product utilizing any such data) to any country for which the U.S. Government or foreign government has prohibited such export, or at the time of export, requires an export license or other governmental approval without first obtaining such license or approval and, if obtaining such approval requires disclosure of the information to such government body, Receiving Party must first obtain Disclosing Party's permission to so disclose.

12. Governing Law/Miscellaneous. This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. For breaches or threatened breaches where this court would not provide adequate remedy, the parties may apply to any court having jurisdiction. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this statement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

_____("Company")

Address: _____

Signature: _____

Name & Title: _____

Date: _____