

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the _____ day of _____, in the year _____, between _____ (the "VAR"), and Troika Software, Inc., 11500 NW Freeway, Suite 460 Houston, Texas 77092 (the "Company").

In order to pursue the possible relationship with the VAR in connection with the sale of the software product Resolve IT! the Company and VAR recognize that there is a need for VAR and the Company to disclose to the other party certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by each of the parties, VAR and the Company agree as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by VAR to Company, and by Company to VAR, including but not limited to information pertaining to the parties respective products and business plans, strategies and relationships ("Confidential Information").

2. Company and VAR agree (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Company and VAR may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Company and VAR agree to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.

3. Confidential Information will not include information which:

(i) is now, or hereafter becomes, through no act or failure to act on the part of the party receiving the Confidential Information, generally known or available to the public;

(ii) was acquired by the receiving party before receipt of such information from the disclosing party and without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; or

(iv) is disclosed with the prior written consent of the disclosing party.

4. Upon either disclosing party's request, the receiving party will promptly return to such disclosing party all tangible items containing or consisting of such disclosing party's Confidential Information and all copies thereof.

5. VAR and Company recognize and agree that nothing contained in this Agreement will be construed as granting any rights to VAR or Company, by license or otherwise, to any Confidential Information disclosed to it by the other party except as specified in this Agreement.

6. VAR and Company acknowledges that all Confidential Information is owned solely by the company disclosing it.

7. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Texas. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement.

8. This Agreement will remain in effect for two years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

VAR:

COMPANY:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____