MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ , between Tiscali Italia S.p.A., with its principal place of business at Loc. Sa Illetta, SS 195, Km. 2.300, 09122 Cagliari, Italy ("Tiscali") and _____, with its principal place of business at _____, _____, _____ (also referred as "Party" or, together, as "Parties").

1. **Purpose.** Tiscali and the Party wish to explore academic research opportunities under which each may disclose Confidential Information to the other. Particularly, the Party will test Tiscali's software named QuickScorer (hereinafter the "SW") on the Party's premises. The Party acknowledges that the SW has a material and fundamental value for Tiscali and accepts to implement any customary measures and precautions to protect and preserve SW confidentiality during the test. The party is not allowed to exploit QuickScorer for commercial purposes. Commercial licensing terms are available by mutual agreement.

2. **Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, disclosed by one Party to the other Party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is (a) confirmed, at the latest five working days after, in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is rightfully obtained by that receiving party from a third party without restriction on disclosure and without, to the best knowledge of the receiving party, a breach of an obligation of confidentiality to the other party to this agreement; or (iv) is approved for release by the disclosing party in writing. The SW and all its parts, components, features, test codex and so on is a Confidential Information.

3. **Non-Use and Non-Disclosure of Confidential Information.** During the period ending five years following disclosure of Confidential Information, Tiscali and the Party agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to conduct academic research or to carry out discussions concerning, and the undertaking of, any business relationship between the two. Neither party will disclose any Confidential Information to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business. Each party shall ensure that those directors, officers, employees, consultants and agents to whom Confidential Information is disclosed or who have access to Confidential Information are subject to confidentiality obligations substantially similar to those of the parties under this

Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to recipient hereunder. Particularly, the Party shall not copy, reverse engineer, disassemble, decompile and use the SW and any of its part and components after the test. The Party shall not distributed the software or any modified and/or translated and/or adapted version of it. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information which may come to its attention.

4. **Mandatory Disclosure.** Either party or their respective directors, officers, employees, consultants or agents are able to disclose any Confidential Information if requested or required by legal process to disclose any of the Confidential Information.

5. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. **Return of Materials.** Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business termination of the present agreement.

7. **No License Granted.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the Confidential Information disclosed by the other Party, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.

8. **Term.** The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of five (5) years following the date of this Agreement or the last disclosure of Confidential Information hereunder by either party, whichever is longer.

9. **Acknowledgements.** In case of academic/research publication, the Party shall reference the following work:
    Dato, D., Lucchese, C., Nardini, F. M., Orlando, S., Perego, R., Tonellotto, N., and Venturini, R. Fast Ranking with Additive Ensembles of Oblivious and Non-Oblivious Regression Trees. In ACM Trans. Inf. Syst., 2016.

10. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential

Information may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of Italy. The Court of Milan shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

12. **Miscellaneous.** This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Tiscali Italia S.p.A.	*Party*
Loc. Sa Illetta, SS 195, Km. 2.300 09122 Cagliari, Italy	Institution: _____
Name:	Name: _____
Title:	Title: _____
Place and date: _____	Place and date: _____
Signature: _____	Signature: _____