

# Exhibit H

## CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

This Agreement is made as of the 7<sup>th</sup> day of July, 2011 by and between:

(1) **Dr. Ingemar Cox**, an individual residing at 38 Floodgate Hill, Apt. 7, London, EC4MDE England ("Dr. Cox");

(2) **Intangible Edge, LLC**, a limited liability corporation organized under the laws of the State of Connecticut with an address at 6 Dandy Drive, Cos Cob, CT 06807 ("Intangible Edge"); and

(3) **Network-1 Security Solutions, Inc.**, a corporation organized under the law of the State of Delaware with an address at 445 Park Avenue, Suite 1028, New York, NY 10022 ("the Receiving Party").

**Whereas**, Dr. Cox is the owner of all rights title and interest in a patent portfolio comprising issued patents and related pending patent applications ("the Business Opportunity"); and

**Whereas**, Receiving Party is interested in pursuing business discussions with Dr. Cox regarding the potential authorized use by Receiving Party of the Business Opportunity ("the Business Purpose"); and

**Whereas**, Intangible Edge is acting as an agent to facilitate the Business Purpose between Dr. Cox and Receiving Party; and

**Whereas**, in the course of pursuing the Business Purpose Dr. Cox wishes to disclose and Receiving Party wishes to receive Confidential Information (as defined below) from Dr. Cox regarding the Business Opportunity;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Confidential Information.** As used in this Agreement, "Confidential Information" shall mean any facts, opinion, conclusions, projections, data, information, trade secrets, patents, patent applications, inventions, software, hardware or know-how relating to any work in process, future development, sales, marketing, financial or personnel matter relating to (i) the Business Opportunity; and (ii) Dr. Cox or his affiliates, his present or future development, sales, marketing, financial or personnel matter relating to Dr. Cox, its present or future

products, patents, patent applications, technology, inventions, know how, sales, customers, employees, investors, prospects, markets or business, whether communicated orally or in writing or obtained by the Receiving Party through observation or examination of Dr. Cox's facilities, documents, or procedures.

2. **Identification of Confidential Information.** If the Confidential Information is disclosed in writing, it must be clearly labeled as confidential. If the Confidential Information is disclosed orally, Dr. Cox must summarize it in writing and confirm that it is confidential within thirty (30) days after its oral disclosure to the Receiving Party. Confidential Information also includes any information disclosed by Dr. Cox, either orally or in writing which the Receiving Party should reasonably believe is confidential.

3. **Exclusions.** Receiving Party, however, shall have no liability to Dr. Cox under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

(a) has become generally known or available to the public without breach of this Agreement by the Receiving Party;

(b) was known by the Receiving Party, as established by its records, before receiving such information from Dr. Cox; and

(c) has become known by or available to Receiving Party from a source other than Dr. Cox, without any breach of any obligation of confidentiality owed to Dr. Cox, subsequent to disclosure of such information to it by Dr. Cox.

4. **Obligations.** The Receiving party acknowledges that irreparable injury and damage will result from disclosure of Confidential Information to any parties or individuals not expressly authorized under this Agreement or utilization for any purpose other than the Business Purpose. Receiving Party agrees:

(a) to hold the Confidential Information in strict confidence;

(b) not to disclose such Confidential Information to anyone outside the Receiving Party;

(c) to use all reasonable precautions, consistent with the Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information; and

(d) not to use any Confidential Information for any purpose other than the Business Purpose.

**5. Permitted Disclosures.** Receiving Party may disclose the Confidential Information to its responsible employees 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 persons are advised of the confidential nature of such Confidential Information and the terms of this Agreement and agree to be bound in writing by the confidentiality obligations contained in this Agreement.

**6. Required Disclosures.** Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides Dr. Cox a reasonable opportunity of at least ten (10) business days to review the disclosure before it is made and to interpose its own objection to the disclosure.

**7. Return of Confidential Information.** Upon Dr. Cox's request, or three months from the date set forth above, whichever comes first, the Receiving Party will promptly return to Dr. Cox all copies of the Confidential Information, will destroy all notes, abstracts and other documents that contain Confidential Information, and will provide Dr. Cox a written certification of an officer of the Receiving Party that it has done so.

**8. No Representations as to Accuracy.** Dr. Cox warrants that it has the right to make the disclosure of Confidential Information contemplated by this Agreement. In providing the Confidential Information under this Agreement, Dr. Cox makes no representation, either express or implied, as to its adequacy, sufficiency, completeness, performance or freedom from defect of any kind, and Dr. Cox shall not incur any responsibility or obligation whatsoever by reason of such Confidential Information.

**9. Retention of Legal Rights.** Dr. Cox retains all rights and remedies with respect to the Confidential Information afforded it under the laws of the United States and the States both during and after the term of this Agreement, including without limitation any patent, trade secret or other laws designed to protect proprietary or confidential information.

**10. No Creation of Ownership Rights.** Nothing in this Agreement, nor any action taken by the Receiving Party, including, without limitation, any payment of monies by the Receiving Party to Dr. Cox, during any discussions prior to the consummation of the proposed acquisition or other business relationship shall be construed to convey to the Receiving Party any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which Dr. Cox has any right, title or interest.

**11. Injunctive Relief.** Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to Dr. Cox and could not be made whole by monetary damages alone. Accordingly, the Receiving Party agrees that Dr. Cox will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement (without the posting of any bond and without proof of actual damages) and Receiving Party will not oppose the granting of such relief, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. Receiving Party also agrees to reimburse Dr. Cox for all costs and expenses, including attorneys' fees, incurred by Dr. Cox in any successful effort of Dr. Cox to enforce the obligations of the Receiving Party hereunder.

**12. Term of Agreement.** This Agreement applies to all Confidential Information which is disclosed by Dr. Cox to the Receiving Party, whether directly, through Dr. Cox's agents, or through Intangible Edge, during the period in which Receiving Party is carrying out the Business Purpose. The obligations of Receiving Party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

**13. Applicable Law.** This Agreement will be construed, interpreted and applied in accordance with

the laws of the State of New York, excluding its body of law controlling conflicts of law.

**14. Notice.** Any notice, communication, offer, acceptance, request, consent, reply, or advice (herein severally and collectively, for convenience, called "Notice"), provided or permitted to be given, served, made, or accepted by any party or person to any party or parties, person or persons, hereunder must be in writing, addressed to the party to be notified at the address set forth below such party's name on the signature page of this Agreement, or such other address of which one party has notified the other in writing pursuant to the terms of this Section, and must be served: (1) by facsimile or other similar electronic method with a hard copy of such notice sent no later than the next business day as specified under (2) below; (2) by depositing the same in the United States mail, certified or registered mail, return receipt requested and postage paid; (3) by personal delivery; or (4) by Federal Express, signature required. Notice shall be effective: (i) twenty-four (24) hours after being transmitted by facsimile or other similar electronic method, provided a hard copy is sent as specified in (1) above; (ii) seventy-two (72) hours following being properly mailed; or (iii) immediately upon personal delivery or receipt of Federal Express. Any notice pursuant to this Paragraph 14 to Dr. Cox shall include a copy to Amster, Rothstein & Ebenstein L.L.P., 90 Park Avenue, New York, NY 10016, ATTN: Charles Macedo, Esq.

**15. Entire Agreement, Amendments, Prior Discussions.** This Agreement constitutes the final, exclusive and complete statement of the parties to the agreement respecting the subject matter addressed herein. This Agreement may not subsequently be amended or modified except by a writing signed by both parties hereto. Receiving Party hereby confirms that any information disclosed to it by Dr. Cox related in any way to the Business Purpose, or any discussions held between the parties, prior to the date of this Agreement shall be subject to the terms of this Agreement.

**16. Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective successors in interest.

**17. Survival.** This Agreement shall survive the cessation of any discussions between the parties with regard to the proposed acquisition or other business relationship.

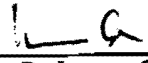
**18. Severability.** If any provision of this Agreement is declared void or unenforceable, such provision

shall be severed from this Agreement, which shall otherwise remain in full force and effect.


**19. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile copies shall be considered originals for all purposes of enforcement.

**20. Common Interest Disclosures.** The parties agree that they may disclose Confidential Data in furtherance of their common legal interest in exploring business opportunities related to the Business Purpose of this Agreement. Such Confidential Data may be subject to the attorney-client privilege, work product doctrine or other applicable privilege. The parties understand and agree that it is their desire, intention and mutual understanding that the sharing of such Confidential Data is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Data provided by a party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the common interest doctrine. Nothing in this Paragraph 20 shall be interpreted to mean that a party hereto would be prevented from using Confidential Data in a legal proceeding against the other party hereto based upon a dispute arising out of this Agreement; provided that the other party has been notified in advance of such use or disclosure and been afforded sufficient opportunity to seek and obtain confidential treatment by the court or other entity having jurisdiction over the matter at hand.

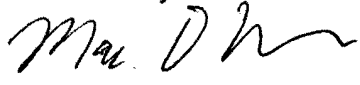
DR. COX:  
Dr. Ingemar Cox

By:   
Name: Dr. Ingemar Cox  
Date: July 7, 2011

RECEIVING PARTY:  
Network-1 Security Solutions, Inc.,

By:   
Name: Cathy A. Ramirez  
Title: SFO  
Date: July 7, 2011

INTANGIBLE EDGE, LLC

By:   
Name: Marc D. Lucier  
Title: President, sole Member  
Date: July 7, 2010