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Is Your Software Pricing Confidential?



As a recent case decided on September 21, 2009 illustrates, if your goal is to keep your pricing information or price lists confidential you should protect that information through the consistent use of confidentiality agreements/non-disclosure agreements.

In this instance, employees solicited business from their former employer's customers. It just so happens that the former employees knew the confidential pricing information of their former employer, so they allegedly used it in soliciting new business in competition with their former employer. Of course this resulted in litigation, and in the final round (on appeal) the court ruled that, essentially, if a company discloses pricing information without a confidentiality agreement they cannot later claim that the pricing information is a trade secret and confidential information.

Now I am sure that any good lawyer can distinguish the case or argue another angle, but there are some good takeaways:

- If you want to keep your pricing confidential, then consistently use confidentiality agreements.
- Simply marking the information "Confidential" will not cut it (you need a signed agreement).

Keep in mind though, that not all software companies keep (or should keep) their price lists confidential, as it is not a requirement or necessarily a best practice. However, it is definitely a best practice to think through the tactical and strategic issues in either protecting your price lists as confidential information or making them public for all to see.

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Posted By [Jeremy Aber](#) on January 05, 2010 01:41 PM | [Permalink](#)

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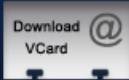
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