



RECIPROCAL NONDISCLOSURE AGREEMENT

This Reciprocal Nondisclosure Agreement (hereinafter this "Agreement"), entered into this ## day of Month, 2000 by and between Integrated Solutions and Systems, L.L.C. having an office located at 1510 North Gate Road, Colorado Springs, Colorado (hereinafter called "ISSLLC"), and Company Name, located at Address1, Address 2, City, State, Zip-Code (hereinafter called "Company").

WHEREAS, ISSLLC wishes to disclose to the Company on a confidential basis certain business and technical information relating to the Sale, Marketing and Delivery of Commercial Computer Systems and Subsystems to include but not limited to, sales opportunities, marketing information, current and future products and product plans, data and design information related to the development of various enclosures and systems based on various computer motherboards with processors, including but not limited to 120 VAC, 240 VAC, 28VDC and -48VDC powered commercial and telecom enhanced solutions (hereinafter "ISSLLC Subject Matter"), which information ISSLLC deems proprietary, for the sole purpose of conducting discussions related to potential future business opportunities, and

WHEREAS, the Company wishes to disclose to ISSLLC on a confidential basis certain business and technical information relating to the Sale, Marketing and Delivery of Commercial Computer Systems and Subsystems to include but not limited to, sales opportunities, marketing information, current and future products and product plans, data and design information related to the development of various enclosures and systems based on various computer motherboards with processors, including but not limited to 120 VAC, 240 VAC, 28VDC and -48VDC powered commercial and telecom enhanced solutions (hereinafter "Company Subject Matter"), which information Company deems proprietary, for the sole purpose of conducting discussions related to potential future business opportunities, and

WHEREAS, each party is willing to receive such information of the other party subject to the terms of this Agreement.

NOW THEREFORE, in consideration of these premises and of the mutual promises and covenants herein, it is hereby agreed as follows:

1. As used herein, Proprietary Information shall mean written or documentary, recorded, machine readable, or other information in a tangible form, information which (i) relates to ISSLLC Subject Matter or Company Subject Matter, (ii) is received by one party from the other party as provided in Paragraph 6 below, and (iii) is marked proprietary, confidential, or bears a marking of like import, or which the disclosing party states in writing at the time of transmittal to, or receipt by, the receiving party is to be considered proprietary. Orally disclosed information shall be considered proprietary only if, within ten (10) days after an oral disclosure thereof, the disclosing party confirms in a writing delivered to the receiving party the proprietary nature of such orally disclosed information. Such writing shall be sufficiently specific to enable the receiving party to identify the information considered to be proprietary by the disclosing party.

2. Information shall not be deemed proprietary, and the receiving party shall have no obligation with respect to any such information, which:

- a.** is or becomes publicly known through no wrongful act of the receiving party; or

- b. is already known to the receiving party as evidenced by competent proof thereof;
or
- c. is approved for release by the prior written approval of the disclosing party; or
- d. is rightfully received by the receiving party from a third party without restriction and without breach of this Agreement; or
- e. is disclosed by the disclosing party to a third party without a similar restriction on the rights of such third party; or
- f. is independently developed by the receiving party without the use of the Proprietary Information as evidenced by competent proof thereof.

3. The receiving party shall use Proprietary Information of the disclosing party only for the purpose set forth above.

4. The receiving party shall not disclose to any third party any Proprietary Information received pursuant to this Agreement, in whole or in part, for a period expiring two (2) years after the date of expiration or termination of this agreement, whichever occurs sooner.

5. The receiving party shall (i) use at least the same degree of care in safeguarding Proprietary Information as it uses for its own proprietary information of like import provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use thereof; (ii) limit access to Proprietary Information to those of its employees who have a need to know and inform its employees who have access to Proprietary Information of its obligations under this Agreement, and (iii) upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information, promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use thereof. In the event that the Receiving Party discloses any of the Disclosing Party's proprietary information without a marking to identify its proprietary nature, the Receiving Party shall promptly notify the Disclosing Party of that fact and shall take all reasonable steps to recover the Disclosing Party's unmarked proprietary information and replace the same with properly marked information.

6. The only individual(s) designated by ISSLLC to receive Proprietary Information from the Company pursuant to this Agreement is (are):

Seth Bardash, Marilyn Bardash, _____.

The only individual(s) designated by the Company to receive Proprietary Information from ISSLLC pursuant to this Agreement is (are):

Name Number1, _____, _____.

Each party may change its above-named designee(s) by written notice to the other party.

7. If an expressly stated purpose of this Agreement is for the receiving party to submit a proposal to the U.S. Government, the receiving party may disclose Proprietary Information of the disclosing party to the U.S. Government on a confidential basis provided that such Proprietary Information contains a restrictive legend in accordance with Federal Acquisition Regulation (FAR) 52.215-12 and Exhibit "A" hereto. Disclosures to the U.S. Government for any purpose other than those contemplated by such Regulation shall be subject to further written agreement of the parties.

8. Should either party hereto be faced with legal action or a requirement under Government regulations to disclose proprietary and/or competition sensitive information received hereunder, said party shall forthwith notify the disclosing party, and, upon the request and at the expense of the latter, shall cooperate with the latter in contesting such disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosure of information received hereunder pursuant to judicial action or law.

9. Unless otherwise agreed by the parties in writing, this Agreement shall become effective, upon execution by both parties hereto, as of the effective date first written above and shall apply only to Proprietary Information disclosed by the disclosing party during the period of one year following the effective date ("the term of this Agreement"). Notwithstanding the above, however, the provisions concerning nondisclosure of Proprietary Information received under this Agreement shall survive the expiration of the term of this Agreement.

10. Upon the request of the disclosing party or after the term of this Agreement, whichever is sooner, the receiving party shall cease use of Proprietary Information received from the disclosing party, and shall destroy all such Proprietary Information, including copies thereof, and shall furnish the disclosing party with written certification of destruction, or, upon request of the disclosing party shall return such Proprietary Information to the disclosing party. Notwithstanding the other provisions of this paragraph, the receiving party may make and retain one copy of such Proprietary Information for archival purposes only.

11. Each party shall bear all costs and expenses incurred by it in complying with this Agreement. This Agreement is only for the purpose of protecting Proprietary Information and shall not be construed as a teaming agreement, joint venture, or other contractual arrangement or as an obligation to enter into a contract, subcontract, or other business relationship.

12. All information and all tangible forms of information including, but not limited to, documents, drawings, specifications, prototypes, samples, and the like received hereunder by the receiving party shall remain the property of the disclosing party.

13. Nothing contained in this Agreement shall be construed (i) as requiring the disclosing party to disclose, or the receiving party to accept, any particular information or (ii) as granting to a party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property right now or hereafter owned, obtained, or licensable by the other party.

14. The disclosing party warrants that it has the right to transmit or otherwise disclose to the receiving party information disclosed to the receiving party hereunder. The disclosing party makes no other warranties, express or implied, with respect to information delivered hereunder. In no event shall either party be liable for consequential or incidental damages.

15. This Agreement shall be subject to, and construed in accordance with, the laws of the state of Colorado without regard to the conflict of law provisions thereof. The parties agree to comply with applicable laws and regulations, including U.S. Export Laws and Regulations, relating to the subject matter of this Agreement.

16. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each of the parties hereto.

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

Integrated Systems and Solutions, L.L.C.

Company Name Here.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

PROPRIETARY INFORMATION submitted to the U.S. Government shall be marked as follows:

Solicited or Unsolicited Proposals:

1. Mark as "**(Name of the Disclosing Party) PROPRIETARY INFORMATION**"; and
2. Mark with the appropriate Restrictions on Disclosure and Use of Data legends of FAR 52.215-12, identifying the Disclosing Party as the owner of such data; and
3. Mark as follows:

NOTICE PROPRIETARY INFORMATION

THE INFORMATION CONTAINED HEREIN IS SUBMITTED IN CONFIDENCE. IT CONTAINS TRADE SECRETS OR CONFIDENTIAL COMMERCIAL OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE BY 5 USC 552(B) (3) AND (4) (FREEDOM OF INFORMATION ACT), AND 18 USC 1905 (TRADE SECRETS ACT). DO NOT COPY OR DISTRIBUTE TO OTHERS WITHOUT NOTIFICATION PURSUANT TO EXECUTIVE ORDER 12600.