

## UNILATERAL NON-DISCLOSURE AGREEMENT

THIS UNILATERAL NON-DISCLOSURE AGREEMENT ("AGREEMENT") governs the disclosure of information by ALTIERRE CORPORATION ("COMPANY") to \_\_\_\_\_ ("RECIPIENT") as of \_\_\_\_\_, 20\_\_ (the "EFFECTIVE DATE").

WHEREAS, disclosure of Altierre's proprietary and confidential information within the industry or to the general public would jeopardize Altierre's property rights:

NOW THEREFORE, the parties hereto agree as follows:

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information that Company provides Recipient, whether in graphic, electronic, written or oral form, and including but not limited to patent applications and other filings, trade secrets, and any other proprietary information, as well as any ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, algorithms, software programs, documents, and formulae related to the current, future, and proposed products and services of Company, and also any information concerning any research, experimental work, development, design details and specifications, engineering, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, or marketing plans of Company and any information Company provides regarding third parties.
2. Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information except as approved in writing in advance by Company, and will use the Confidential Information for no purpose other than for the purpose specified herein. Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
3. Recipient agrees: (a) to use the Confidential Information solely for the Permitted Purpose; and (b) not to assert any intellectual property right in any software or other invention or Information or Derivative developed using the Confidential Information. Recipient shall not attempt to (1) reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Discloser, (2) attempt to discover the source code or composition of or trade secrets in any such Confidential Information, (3) analyze the Confidential Information for composition or structure, or (4) circumvent any technological measure that controls access to such Information. The Recipient shall not use the Confidential Information to provoke an interference with any patent application that the Discloser has filed with respect to any part of the Confidential Information, and shall not use directly or indirectly the Confidential Information to amend or add any claim in any patent application of any inventor to allow such claim to read on, cover, or dominate any invention (whether or not patentable) Disclosed in the Confidential Information.
4. Recipient shall immediately notify Company upon discovery of any loss or unauthorized disclosure of the Confidential Information.
5. All Confidential Information is provided "AS IS," without any warranty of any kind. Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such

Confidential Information. Recipient shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information absent separate written approval of Company.

6. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends which appear on the original. Recipient agrees that any software programs contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without the prior written consent of Company.
7. This Agreement shall terminate 5 years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. Upon termination or expiration of the Agreement, or upon written request of Company, Recipient shall promptly return to the Company all documents and other tangible materials representing the Confidential Information and all copies thereof.
8. This Agreement shall be governed by the laws of California without reference to conflict of laws principles. Recipient agrees that upon Company's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Santa Clara County, California, and Recipient hereby agrees to consent to the personal jurisdiction of such courts. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. Any such assignment without prior consent shall be null and void from the beginning. Recipient shall not export, directly or indirectly, any technical data acquired from Company pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing. This Agreement may be executed in counterparts. The Agreement sets forth the complete, exclusive and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter.

**UNILATERAL NON-DISCLOSURE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused this Unilateral Non-Disclosure Agreement to be executed as of the Effective Date.

**Altierre Corporation**

Address: 1980 Concourse Drive, San Jose, CA 95131, USA

**[Recipient]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

