



MASTER PRODUCT CONFIDENTIALITY AGREEMENT

The following terms and conditions govern the TruePath Wireless, LLC Reseller Agreement and the TruePath Wireless End User Agreement (each a "Customer Agreement"), other agreements as referenced in a Customer Agreement, and the continuing business relationship between the customer or third party seller signing this Agreement ("Customer") and TruePath Wireless, LLC ("TruePath"). All capitalized terms used but not defined herein, shall have the meanings provided in the Customer Agreement.

1. **Scope.** The terms and conditions set forth herein are applicable to all agreements and transactions between TruePath and Customer, including, without limitation, the Customer Agreement. The specific Products or Services provided are referenced in the Customer Agreement. Other terms and conditions set forth in a Customer's purchase order, request or other correspondence that conflict with the terms and conditions set forth herein are void and of no effect unless TruePath expressly agrees to such conflicting terms and conditions in a writing signed by an authorized officer of TruePath. The provisions of this Agreement are deemed to supplement and be in addition to the terms of any other confidentiality agreement between TruePath and Customer; and, in no event shall the provisions of this Agreement be deemed to lessen the protections or obligations of either party to the other under the terms of such agreement, it being the intent that all confidential information be afforded the greatest protection available under either this Agreement or any such other agreement among Customer and TruePath related to such confidential information.

2. **Product.** Customer acknowledges that the Product contains no user-serviceable components inside of the product enclosure. The Product is not being sold to the general public, rather it will be sold to dealers only and is intended exclusively for industrial and commercial use. The Product requires controlled on-site installation by professionally trained installers, and requires professional configuration for use.

3. **Acknowledgement of Proprietary Content.** Customer acknowledges and agrees that the Product operates by using TruePath's proprietary information, design, and trade secrets. TruePath has endeavored to ensure that its proprietary information and trade secrets which are contained within the Product and make it function remain confidential, as a public disclosure of this information would cause substantial damage to TruePath and provide unjustified benefits to TruePath's competitors. Customer further acknowledges that the internal components of the Product, and images thereof, are held confidential by TruePath, and at TruePath's request are held confidential by the Federal Communication Commission ("FCC") in accordance Section 0.457 and 0.459 of the FCC's Rules.

4. **No Opening of Product Case or Photography.** Customer hereby agrees that it will not open or attempt to open the Product's case, nor will it permit anyone other than a TruePath-authorized professional installer or repairer to open the Product's case for any reason whatsoever. Customer will not take or permit others to take any photographs or make any drawings or other reproductions of the components inside the Product's enclosure, nor shall Customer attempt or permit any third party to attempt to reverse engineer the Product.

5. **Confidentiality.** In addition to the internal components of the Product and any images thereof, any information, whether or not protected by a patent or copyright, which has been provided orally or in writing by the disclosing party or any of its affiliates to the receiving party pursuant to a Customer Agreement (hereinafter "Confidential Information") shall be treated by the receiving party as being the proprietary information of the disclosing party, and shall be held in strict confidence by the receiving party. With respect to all such Confidential Information to be kept confidential pursuant to this Section, the receiving party shall (a) not provide or make available the Confidential Information in any form to any person other than those employees or contractors of the receiving party who have a need to know consistent with the authorized use of such Confidential Information; (b) not reproduce the Confidential Information except for use reasonably necessary to the performance of the Customer Agreement; and (c) not exploit or use the Confidential Information for any purpose other than as required for the performance of its obligations pursuant to the Customer Agreement or the intended use of Product. In the event that the receiving party is specifically authorized by the Customer Agreement to disclose any Confidential Information to a third party, then receiving party shall require the third party to execute a confidentiality agreement having substantially the same terms as this Section 5. The receiving party shall not be liable (subject to any patent rights or copyrights of the disclosing party) for any use or disclosure of Confidential Information which: (a) was in the public domain prior to the receipt of same by the receiving party, or has subsequently become part of the public domain by printed publication or otherwise of general circulation except by the receiving party's breach of the Customer Agreement or wrongful act; (b) was in the receiving party's possession or known to the receiving party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the disclosing party; (c) was received by the receiving party from a third party where the receiving party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the disclosing party; or (d) as independently developed by the receiving party without use of access or reference to, nor any benefit of the disclosing party's Confidential Information. This Section shall survive the termination of the Customer Agreement.

6. **Voiding of Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENT BETWEEN CUSTOMER AND TRUEPATH, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY OPENING OF THE PRODUCT ENCLOSURE OTHER THAN BY A TRUEPATH AUTHORIZED INSTALLER OR REPAIRER SHALL VOID THE PRODUCT'S WARRANTY.

7. **Additional Obligation of Resellers.** In the event the Customer signing this Agreement is a reseller of the Product or Services, Customer acknowledges and agrees that concurrent with any subsequent sale of the Product or Services, the purchaser of such Product or Services shall, prior to the delivery of the Product to such purchaser, enter into this Agreement with TruePath.

8. **Disputes.** This Agreement shall be governed by the laws of the Commonwealth of Virginia and interpreted and determined in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The parties irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of this Agreement shall be brought exclusively in the courts of record of either the Commonwealth of Virginia or the courts of the United States located in the Commonwealth of Virginia; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.

10. **General.** Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party. The this Agreement, the Customer Agreement, and any exhibits and schedules attached hereto or thereto or referenced herein or therein, constitute the entire agreement between the parties with respect to the Products and Services provided hereunder or thereunder, and supersede all prior agreements, proposals, and communications between the parties and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Master Product Confidentiality Agreement by their duly authorized representatives.

TruePath Wireless, LLC

Customer: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date: