



Employee Technology Agreement

As consideration for my employment or continuing employment in any capacity with Kingland Systems Corporation ('KSC'), and as consideration for the salary, wages or other compensation paid for my services during my employment (as identified in Exhibit A to this Agreement, as amended from time to time):

1. I agree to promptly inform KSC of the full details of all my inventions, discoveries, concepts, and ideas (collectively called 'Developments'), whether patentable or not including but not limited to: hardware and apparatus, processes and methods, formulae, computer programs and techniques, as well as any improvements and related knowledge, which I conceive, complete, or reduce to practice (whether alone or jointly with others) during my employment by KSC, Kingland Companies, Ltd. (the holding company of KSC), Kingland Capital Corporation, or any of their subsidiaries or affiliates (collectively the 'Company') (including those occurring prior to the date hereof) and
 - which relate to the past, present or prospective business, work or investigations of the Company, or
 - which result from any work I do using any equipment, facilities, materials or personnel of the Company, or
 - which result from or are suggested by any work which I may do for the Company.

I also agree that all Developments described in the preceding paragraph are 'works for hire' within the meaning of the U.S. copyright laws (17 U.S.C. Section 201(b)) and equivalent provisions of foreign laws.

2. I agree to assign, and I do assign, to the Company or the Company's designee, my entire right, title and interest (including all moral rights) in
 - all Developments,
 - all trademarks, copyrights and mask work rights in Developments, and
 - all patent applications filed and patents granted on any Developments, including those in foreign countries, which I conceive or make or have conceived or made (whether alone or with others) during my employment by the Company or within one year of the end of my employment (if conceived as a result of my employment).
3. Both while employed by the Company and afterwards, I agree to execute any papers that the Company may consider necessary or helpful to obtain or maintain patents, trademarks, copyrights or other similar property rights, whether during the prosecution of applications or during the conduct of an interference, litigation, or other matter (all related expenses to be borne by the Company).

4. I agree not to use or disclose (except as my Company duties may require) any of the Company's Confidential Information (whether or not conceived, originated, discovered, or developed by me), either within or outside the Company, unless the Company consents in writing. I understand that this obligation remains with me even after my employment with the Company ends.
 - I understand that 'Confidential Information' means information or material:
 1. which is not generally available to or used by persons other than the Company , or
 2. the utility or value of which is not generally known or recognized as standard practice outside the Company, whether or not the underlying details are in the public domain.
 - I understand that Confidential Information includes:
 1. information or materials which relate to the Company's inventions, technological developments, 'know-how,' purchasing, accounting, merchandising, or licensing;
 2. trade secrets as defined in the Iowa Uniform Trade Secrets Act, Iowa Code Chapter 550, or its successors, which I accept as an appropriate statement of law,
 3. software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data,
 4. customer lists and information,
 5. information not generally known about the Company relating to research, development, manufacture, purchase, accounting, engineering, marketing, selling or other business aspects of the Company, whether or not constituting a 'trade secret', and
 6. any information of the type described above which the Company obtained from another party and which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.
5. I agree that during the term of my employment I will not engage in part-time or 'moonlighting' employment or business (including independent contract work) in the computer hardware or software sales or development fields. I will disclose to the Company in advance any proposed employment or business (including independent contract work) I accept outside of the Company during the term of my employment by the Company and for one year thereafter.
6. I agree to deliver to the Company, on the date my employment ends (or promptly upon request at any time), all documents and things in my possession pertaining to the business of the Company, including, but not limited to, Confidential Information. If documents and things pertaining to the business of the Company or originating with the Company come into my possession after my employment ends, I will promptly deliver them to the Company without any requirement for a request by the Company.

7. I agree, for one year following the end of my employment with the Company, not to engage in or contribute my knowledge to any work which is competitive with or similar to a product, process, apparatus or service on which I worked while at the Company at any time during the period of my employment.
8. I will not remove any of the records of the Company or any portion of such records, including the names and addresses of the Company's customers, from the Company's premises, either in original form or in duplicated, copied or electronic, magnetic or optical media form, or transmit or disclose any facts contained in such records, except in the ordinary course of conducting business for the Company.
9. I agree that, during the term of my employment with the Company and after the termination of such employment, whether voluntary or involuntary and whether with or without cause, I will not directly or indirectly induce or attempt to induce any employee of the Company or any person having an agreement with the Company to terminate its employment or agreement with the Company.
10. I agree that, during the term of my employment with the Company and for one year thereafter, I will not notify any customer of the Company that I am anticipating, or have decided to, accept employment from any other business in the computer hardware or software industry, or directly or indirectly solicit or aid in the solicitation of any customers of the Company with whom I shall have had any dealings whatsoever during the term of my employment with the Company.
11. I represent that, except as I have disclosed in Exhibit B to this Agreement, I have no agreements with or obligations to other concerning any Developments or Confidential Information, nor do I have any agreements or obligations that might conflict with this Agreement.
12. I understand that this Agreement constitutes the complete understanding between the Company and me on the subject matter of this Agreement and that this Agreement supersedes all prior representations and understandings, whether oral or written.
13. I agree that my obligations under this Agreement are binding upon my heirs, executors, administrators, or other legal representatives or assigns, and that this Agreement is for the benefit of (and may be enforced by) the Company and its successors and assigns.

14. I understand that the Company's rights and obligations under this Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except in writing, signed by an authorized officer of the Company and me..
15. When my employment with the Company ends, I will, if requested by the Company, reaffirm my obligations described in paragraph 1 of this Agreement, including my understanding of the importance of keeping confidential the Company's Confidential Information.
16. I agree that the Company shall be entitled to an injunction to enforce the covenants and agreements contained in this Agreement and that the Company's remedy at law for any breach by me of such covenants and agreements will be inadequate, but I also agree that this shall not in any way be construed as waiving any remedy at law the Company may have for such breach.
17. I understand that each of the separate covenants and agreements contained in this Agreement is severable and separate and that the unenforceability of any specific covenant or agreement contained herein will not affect the validity of any other covenant or agreement. I further agree that, should it be determined by a court of competent jurisdiction (or any other authority having jurisdiction of a dispute or proceeding hereunder) that any covenant or agreement contained herein is unenforceable as written, such covenant or agreement shall be deemed modified to the minimum extent determined necessary by such court or other authority to make such covenant or agreement enforceable, and such court or other authority shall enforce such covenant or agreement as so modified.
18. I agree that nothing contained in this Agreement constitutes a promise or representation by the Company that my employment will continue for any period of time or in any other way affect the Company's right to terminate, or change the terms or conditions of, my employment at any time for any reason. The Company may terminate, or change the terms or conditions of, my employment at any time and for any reason.
19. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa (without regard to any choice of law principles).

20. In the event either party to this Agreement incurs any attorney fees, costs or expenses relating to any breach of this Agreement (including attorney fees, costs and expenses in any legal action), the prevailing party shall be entitled to such reasonable fees, costs or expenses.

EXHIBIT A EMPLOYEE COMPENSATION

- Base Salary. To be agreed from time to time between Employee and the Company.
- Fringe Benefits. To be agreed by Employee and the Company from time to time.