

express or implied, are granted herein by one party to the other party as to any patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property rights now or hereafter acquired, developed, or controlled.

4. **No Warranty.** Discloser warrants that it has the right to disclose the Confidential Information to Recipient for the permitted purpose. OTHERWISE, DISCLOSER PROVIDES ALL CONFIDENTIAL INFORMATION "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, PERFORMANCE, CONDITION, MERCHANTABILITY, DESIGN, OPERATION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

5. **Injunctive Relief.** Recipient acknowledges that an unauthorized disclosure of the Confidential Information may cause irreparable harm to Discloser for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, Discloser shall be entitled to seek injunctive or equitable relief to enforce the terms of this Agreement.

6. **Termination.** This Agreement shall remain in force for a period of three (3) years from the Effective Date, unless terminated earlier by either party by giving thirty (30) day written notice of termination to the other party. The provisions of Sections 1, 2, 3, 4, 5 and 7 shall survive and continue to apply to any Confidential Information disclosed hereunder.

7. **General.**

a. Neither party shall export, directly or indirectly, any technical data acquired from the other party 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.

b. All notices permitted or required hereunder shall be in writing, and given by personal delivery, fax or by certified or registered mail, postage prepaid, and shall be deemed given upon personal delivery, three (3) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the address on page one or to such other address as either party may specify to the other in writing pursuant to the provisions of this Section.

c. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written negotiations, commitments and understandings of the parties relating to such subject matter. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be amended except by a writing signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.

d. If any provision is determined to be invalid or unenforceable, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties. All other provisions shall be deemed valid and enforceable to the maximum extent possible. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid must be in writing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same document.

Understood and Agreed:

3 Net Wise, Inc.
Company Name

By: Sherrod A. Woods
(Authorized Representative)

Name: Sherrod A. Woods

Title: President

Date: 14 Jan 01

A&D Engineering, Inc.

By: _____
(Authorized Representative)

Name: Terry Duesterhoeft

Title: President/CEO

Date: _____