



## WildPackets Mutual Confidentiality & Technology Disclosure Agreement

This Agreement is entered into as of \_\_\_\_\_ (date) by and between WildPackets, Inc. of 1340 Treat Boulevard, 5<sup>th</sup> Floor, Walnut Creek, CA 94597 ("WildPackets") and \_\_\_\_\_ (your company) of \_\_\_\_\_ (address) ("WildPackets Partner").

WildPackets and WildPackets Partner desire to exchange certain information for the purpose of establishing a business relationship regarding selling, installing and supporting customers who use WildPackets products. In the course of their communications, each party may disclose certain information considered by that party to be confidential ("Confidential Information"). The party disclosing any Confidential Information ("Discloser") must conspicuously designate such information as "Confidential" (i) in writing, if communicated in writing or (ii) orally with a prompt written confirmation, describing the Confidential Information if communicated orally.

The party receiving Confidential Information ("Recipient") agrees to maintain the confidence of Discloser's Confidential Information and to prevent its unauthorized dissemination and use; provided, however, that this Agreement shall impose no obligation on Recipient with respect to maintaining the confidence of Confidential Information that, (1) is not designated "Confidential" as set forth above, (2) is generally known or available by publication, commercial use, or otherwise through no fault of Recipient, (3) is known by Recipient at the time of disclosure and is not subject to restriction, (4) is independently developed or learned by Recipient, (5) is lawfully obtained from a third party who as the right to make such disclosure, or (6) is released for publication by Discloser in writing.

Recipient agrees not to use the Confidential Information for purposes other than those necessary to directly further the working relationship regarding use of WildPackets software and/or technology. Further, Recipient expressly agrees not to manufacture products, parts, or components, nor develop software in any form using the Confidential Information for its own account or for the account of a third party unless expressly authorized by Discloser in writing.

All Confidential Information remains the property of Discloser and no license or other rights in the Confidential Information are granted hereby. Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Otherwise, all information is provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy of performance. Recipient agrees to return all Confidential Information, including, but not limited to, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser upon Discloser's written request.

Neither party has an obligation under this Agreement to purchase any product or service from the other party. Neither party has an obligation under this Agreement to offer for sale any product or service that is the subject of or that incorporates any Confidential Information. The Discloser may, at its sole discretion, distribute any such product or provide any such service, and may modify or discontinue them at any time.

Recipient will not export outside the United States, if a United States company or citizen or re-export, if a foreign company or citizen, any Confidential Information or direct product thereof, except as permitted by the laws and regulations of the United States and by Discloser in writing.

This Agreement may only be modified in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Understood and Agreed:

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title