

VENDOR NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement ("Agreement") is between The County of Monterey (hereinafter referred to as "County"), acting through its Information Technology Department, and IP Keys Technologies, LLC (hereinafter referred to as "Company") a vendor, having a business address at, 16855 W Bernardo Drive, Suite 350, San Diego, CA 92127

Whereas, Company wishes to receive certain confidential and proprietary information technology information (hereinafter collectively "Information") pertaining to the County's microwave systems, wireless radio systems, data network, and other associated systems hardware.

Whereas the parties agree that this exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above; and

Whereas, Company wishes to receive the Information for the sole purpose of completing **onsite surveys, audits of existing microwave equipment and supporting architecture, technical consultation to prepare a migration and systems upgrade strategy for the design and construction of the County's microwave systems;** and

Whereas, County is willing to disclose the Information and Company is willing to receive the Information on the terms and conditions set forth herein.

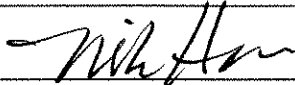
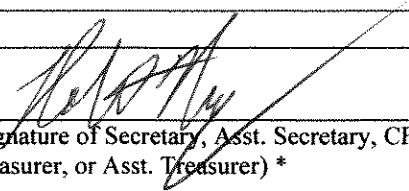
Now, therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:
 - a. Protect and preserve the confidential nature of the Information, including taking reasonable physical, technological, and administrative security measures, and
 - b. Not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been reviewed by County, and
 - c. Exercise at least the same degree of care to maintain the Information as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;
 - d. Use the Information only for the above-stated purpose;
 - e. Restrict disclosure of the Information solely to those employees and sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;
 - f. Advise each such employee or sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

- g. Within fifteen (15) days following the request of County, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials; and,
 - h. Immediately upon sale of Company or merger of Company with a third party, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information or, in County's sole option and discretion, confirm to County, in writing, the destruction of such materials.
- 2. The Information shall remain the sole property of County.
- 3. COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.
- 4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, County, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach without requirement to post a bond.
- 5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred, except to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all its assets.
- 6. Company shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of Information in a manner not permitted by this Agreement, arising out of, or in connection with, performance of this Agreement by Company and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible indemnification for the County. Company shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Company is obligated to indemnify, defend, and hold harmless the County under this Agreement. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the County and Company.
- 7. For purposes of this Agreement, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party.

COUNTY	COMPANY
Alex Zheng, ITD Division Manager	Mike Hoover
Contact Name / Title	Contact Name / Title
1590 Moffett St, Salinas, Ca 93905	16855 W Bernardo Drive, Suite 350, San Diego CA 92127
Address	Address
831-759-6991	847-875-3700
Telephone	Telephone
Fax	Fax
ZhengA@co.monterey.ca.us	mhoover@ipkeys.com
e-mail	e-mail

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and Company's obligations under this Agreement will continue indefinitely.

	COUNTY OF MONTEREY			COMPANY
By:				
	Contracts/Purchasing Manager			IPKeys Technologies, LLC
Date:				Company's Business Name*
By:				
	Department Head (if applicable)	By:		
Date:			(Signature of Chair, President, or Vice-President) *	
		Name:	Mike Hoover	
		Title:	Vice President	
		Date:		
By:		By:		
	Information Technology Department Acknowledgement (if applicable)		(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer) *	
Date:		Name:	Robert Nawy	
		Title:	Managing Director & CFO	
		Date:		

***INSTRUCTIONS:** If Company is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Company is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.