



Date: _____

NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, 20____, between RSA Network Inc. of 1654 West Reunion Avenue, Suite 10B, South Jordan, Utah, 84095, and _____

In this Agreement, the party who owns the Confidential Information will be referred to as "RSA", and the party to whom the Confidential Information will be disclosed will be referred to as "_____".

RSA is engaged in the business of Telecommunication Engineering, infrastructure mapping, Pilot/Escort Driver Certification/Training, Over-dimensional Load Permitting, Route Surveying and providing Pilot Car Services and. "_____" is engaged in _____. RSA has requested that "_____" will protect the confidential material and information, which may be disclosed between RSA and "_____". Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material, which is proprietary to RSA, whether or not owned or developed by RSA, which is not generally known other than by RSA, and which "_____" may obtain through any direct or indirect contact with RSA.

A. Confidential Information includes without limitation:

- Business records and plans
- CD's, electronic information, presentations
- Tests, Evaluations, Database records or information
- Photos, Video's and GPS Data
- Software standard or customized
- Customer lists and records
- Trade secrets
- Technical information
- Products
- Inventions
- Product design information

And, other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. "_____" understands and acknowledges that the Confidential Information has been developed or obtained by RSA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of RSA, which provides RSA with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, "_____" agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of RSA. In addition, "_____" agrees that:

- i. *No Copying/Modifying.* "_____" will not copy or modify any Confidential Information without the prior written consent of RSA.
- ii. *Application to Employees/Sub Contractors.* Further, "_____" shall not disclose any Confidential Information to other entities, any employees or subcontractors of, except to those other entities, employees or subcontractors who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee or subcontractor to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of RSA.
- iii. *Unauthorized Disclosure of Information.* If it appears that "_____" has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, RSA shall be entitled to an injunction to restrain "_____" from disclosing, in whole or in part, the Confidential Information. RSA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.



III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of RSA, “ _____ ” shall return to RSA all materials, software and/or equipment containing the Confidential Information. “ _____ ” shall also deliver to RSA written statements signed by “ _____ ” certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. “ _____ ” acknowledges and agrees that the Confidential Information is provided on an AS IS basis. RSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RSA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. RSA does not represent or warrant that any product or business plans disclosed to “ _____ ” will be marketed or carried out as disclosed, or at all. Any actions taken by “ _____ ” in response to the disclosure of the Confidential Information shall be solely at the risk of “ _____ ”.

VI. LIMITED LICENSE TO USE. “ _____ ” shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. “ _____ ” acknowledges that, as between RSA and “ _____ ”, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of RSA, even if suggestions, comments, and/or ideas made by “ _____ ” are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Utah. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
RSA Network Inc.

By:

Randy Sorenson
President
RSA Network Inc.

Recipient:

“ _____ ”

By:

