

ASCIO WIRELESS LLC.

Unilateral Confidentiality Agreement

The undersigned business entity or individual (“Recipient”) contemplates entering into a business relationship with ASCIO Wireless LLC., a Massachusetts company having its corporate office at 8 Emily Lane, East Walpole, MA, 02032.

ASCIO Wireless is a systems integration company that provides connectivity to local area network, point-to-point and point-to-multipoint in the industrial, educational, science and medicine, and network information infrastructure via hard line or licensed and unlicensed radio frequency spectrum. In order for Recipient to evaluate or enter into the contemplated business relationship with ASCIO Wireless, it needs access to certain Confidential Information (as defined below).

Therefore, in consideration of its receipt of such Confidential Information from ASCIO Wireless, and of the prospective business relationship, Recipient and ASCIO Wireless agree as follows, effective as of the date of the last signature below:

1. “Confidential Information” means any proprietary, confidential and/or trade secret information of ASCIO Wireless and/or others possessed by ASCIO Wireless relating to, among other things, ASCIO Wireless’s products, services, technology, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples, or facilities). Tangible objects, materials or media in which Confidential Information is embodied are referred to in this Agreement as “Confidential Materials”.
2. Recipient (a) will not disclose Confidential Information except to its employees, or to potential suppliers or subcontractors which ASCIO Wireless has approved in advance, in each case only to the extent necessary to achieve the purposes contemplated by this Agreement and only to persons legally bound by written agreement or otherwise to comply with Recipient’s obligations under this Agreement, (b) will not use Confidential Information except for the purposes contemplated by this Agreement, (c) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (d) will make copies of Confidential Materials only as needed for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of ASCIO Wireless, or shall have markings supplied by Recipient. These obligations will continue in effect for five (5) years after the date of disclosure.
3. Confidential Information disclosed in documentary form shall be stamped “Confidential Information of ASCIO Wireless LLC.” or in some other manner clearly indicating that it is confidential or proprietary.
4. Upon termination by ASCIO Wireless of discussions concerning the possible business relationship or upon its request, Recipient will return or, upon requesting and receiving the written authorization of ASCIO Wireless, destroy all Confidential Materials.
5. Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of Recipient’s violation of this Agreement; (c) was in Recipient’s possession when disclosed and was not acquired directly or indirectly from ASCIO Wireless; (d) is shown by written evidence to have been developed by Recipient independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from ASCIO Wireless.
6. Recipient will notify ASCIO Wireless immediately of any breach of this Agreement of which it becomes aware, and will assist and cooperate with ASCIO Wireless in minimizing the consequences of such breach. If Recipient is required by order of any court of competent jurisdiction, by any governmental agency, by any applicable law, rule or regulation, or by any applicable stock exchange or stock association rule, to disclose Confidential Information, Recipient shall notify ASCIO Wireless of the requirement prior to disclosure and as soon as possible, but in no event later than two business days after learning of such requirement, to provide ASCIO Wireless a reasonable opportunity to protect its Confidential Information by protective order or other means.
7. ASCIO Wireless will sustain irreparable harm by a breach of this Agreement for which money damages would not be an adequate remedy. Recipient therefore agrees that, in the event of a threatened or continuing breach of this Agreement, ASCIO Wireless shall be entitled, without prejudice to all other available remedies, to immediate injunctive or other equitable relief. Recipient shall indemnify and hold ASCIO Wireless harmless from any damages, losses, costs, and expenses, including reasonable attorney fees, arising from any breach of this Agreement.
8. This Agreement is the complete and exclusive agreement of the parties with respect to this subject matter, supersedes all prior and contemporaneous written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement. This Agreement shall be subject to and be interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ASCIO Wireless

RECIPIENT:

By: _____
 Authorized Signature

 Name (Print or Type)

 Title

 Date

By: _____
 Authorized Signature

 Name (Print or Type)

 Title

 Date