

MUTUAL NON-DISCLOSURE AGREEMENT*Confidential and Proprietary*

This MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement"), effective as of _____, 20__ (the "Effective Date"), is entered into by and between Oceus Networks Inc, a Delaware corporation with its principle place of business at 1895 Preston White Dr., Suite 300, Reston VA 20191 ("Oceus"), and _____, a _____ corporation with a place of business at _____ ("Company").

WHEREAS, each party to this Agreement understands that the other party has disclosed or may disclose Confidential Information (as defined below) relating to the Disclosing Party, its affiliates, subsidiaries, agents, contractors, clients and/or vendors for the purpose of _____ (the "Purpose"), and

WHEREAS, the parties believe that in order to secure such opportunities for their mutual benefit, such Confidential Information should be exchanged.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, Oceus and Company hereby agree as follows:

1. **Definition.** "Confidential Information" shall mean confidential, non-public or other proprietary information including, without limitation, the existence of this Agreement, trade secrets, technical information, including algorithms, code, data, designs, documentation, drawings, formulae, hardware, know-how, ideas, inventions, whether patentable or not, photographs, plans, procedures, processes, reports, research, samples, sketches, software, specifications, business information, including customer and distributor names, marketing information, operations, plans, products, financial information, including pricing and other confidential information that is disclosed under the terms of this Agreement by Oceus or Company ("Disclosing Party") to the other party ("Recipient").

Confidential Information disclosed in written form shall be marked as confidential at the time of disclosure or when disclosed orally, shall be identified as confidential at time of disclosure and reduced to writing and designated as confidential by the Disclosing Party within fifteen (15) days of disclosure. The protections of this Agreement will apply during those 15 days. Confidential Information shall not include information which: (i) is or becomes a part of the public domain without any action by, or involvement of Recipient; (ii) is received by Recipient from a third party without a duty of confidentiality owed to the third party; (iii) is independently developed by Recipient without use of or without reference to the Confidential Information; (iv) is already in the possession of Recipient and Recipient can demonstrate with tangible evidence that the information was in the possession of Recipient prior to the disclosure of the Confidential Information by the Disclosing Party; or (v) is disclosed by Recipient with the prior written approval of the Disclosing Party.

2. **Confidentiality.**

- a) Oceus and Company agree that, as a condition to the receipt of Confidential Information hereunder, Recipient shall: (i) not disclose, directly or indirectly, to any third party any portion of the Confidential Information unless the third party has entered into a written confidentiality

agreement with the Recipient that is at least as restrictive as the terms and conditions contained herein and that disclosure to such third party is solely in furtherance of the Purpose; (ii) not use, copy or exploit the Confidential Information except for the Purpose; (iii) promptly return or destroy, at the Disclosing Party's request, all materials and documentation comprising, containing or developed from the Confidential Information received hereunder; (iv) take all reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as Recipient would with its own confidential information; (v) reveal and communicate Confidential Information only to employees of Recipient and its parent corporations, subsidiary corporations, or corporations under common control therewith ("Affiliated Companies") who need to know the Confidential Information and only to the extent necessary for the Purpose; (vi) inform all employees of Recipient and its Affiliated Companies to whom Confidential Information may be disclosed or made available of the proprietary interest of the Disclosing Party therein and of the obligations of Recipient with respect thereto; (vii) prohibit the employees of Recipient and its Affiliated Companies from copying, utilizing or otherwise revealing the Confidential Information other than for the Purpose; and (viii) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information. The Confidential Information that is disclosed by a party to its Affiliated Companies shall be subject to the provisions of this Agreement. Confidential Information belonging to the Affiliated Companies of a party to this Agreement that is disclosed by, or on behalf of the Affiliated Companies to a party to this Agreement in connection with the Purpose of this Agreement shall be subject to the provisions of this Agreement.

- b) Oceus and Company shall take all reasonably necessary steps to ensure that its employees, agents and employees of its Affiliated Companies comply with the foregoing confidentiality restrictions and obligations. Recipient shall be responsible for all unauthorized uses or disclosures of Confidential Information by its employees, agents or employees of its Affiliated Companies.
- c) This Agreement shall be effective as of the Effective Date below and shall govern all communications of Confidential Information between the parties for one (1) year. The obligation of confidentiality and non-disclosure with respect to Confidential Information shall continue until such time as the Confidential Information is no longer deemed to be Confidential Information as defined in Section 1 of this Agreement.
- d) The Recipient of Confidential Information shall be permitted to disclose Confidential Information under this Section 2(d) and shall not be in violation of this Agreement if such Confidential Information is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by law, regulation or court order, and sufficient prior notice is given by the Recipient to the Disclosing Party of any such requirement or request to permit the Disclosing Party to seek an appropriate protective order to contest the disclosure of Confidential Information.

- 3. Notice.** Any notices pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

If to Company:	If to Oceus:
	Oceus Networks Inc.

	Attention: Contracts Department
	1895 Preston White Dr., Suite 300
	Reston, VA 20191

All notices, certificates, acknowledgements or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by electronic, certified or registered mail to the other party at its address as set forth below, or to such other address as either party may designate to the other. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both transmission and receipt of the Notice.

4. **Contact Information.** The exclusive points of contact with respect to the delivery and control of Confidential Information disclosed hereunder are designated by the parties as follows:

For Company:	For Oceus Networks Inc.

5. **Miscellaneous.** This Agreement imposes no obligation on either party to enter into an agreement to purchase, license or otherwise transfer any products, services or technology. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules. Company may not assign this Agreement without Oceus' prior written consent which shall not be unreasonably withheld. The provisions of this Agreement shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Expiration or termination of this Agreement for any reason shall not release either party from any liability or obligation set forth in this Agreement which (i) the parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination. This Agreement constitutes the entire agreement between Oceus and Company with respect to the subject matter hereof and any shall supersede all prior communications with respect to such subject matter.

The Disclosing Party retains all right, title and interest in and to its Confidential Information and, except as provided herein, no license or other right, express or implied is hereby transferred to the Recipient, including any license by implication, estoppel or otherwise, under any copyrights, mask works, trademarks, trade secrets, patents or other proprietary rights now held by, or which may be obtained by, or which is or may be licensable by the Disclosing Party. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTIES REGARDING ITS CONFIDENTIAL INFORMATION. EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT.

Each party recognizes that breach of this Agreement may cause irrevocable harm to the other party that would be inadequately compensable in damages and that the non-breaching party is entitled to seek injunctive relief for any such breach without proof of damages.

No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. Each party, by executing this Agreement, represents and warrants that all necessary corporate or other authority to execute the Agreement has been obtained and that the person signing the Agreement is authorized to do so and thereby bind that party. This Agreement may be executed in any number of fully executed counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that a facsimile or electronic PDF copy of their signature shall have the same force and effect as an original signature.

Nothing contained herein or done hereunder shall be deemed to constitute or create an agency relationship, an employer/employee relationship, a partnership or joint venture or any other relationship other than as expressly set forth herein.

The Recipient shall adhere to the applicable U.S. export laws and regulations and shall not export or re-export any technical data or products in contravention of U.S. law.

IN WITNESS WHEREOF, the parties to this Agreement have caused their authorized representatives to execute this Agreement as of the Effective Date.

OCEUS NETWORKS INC.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date: