

AUTOMAPTICS, INC.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (this "Agreement") is made between AUTOMAPTICS, Inc., a California corporation ("AUTOMAPTICS"), and _____, a _____ corporation ("COMPANY"), on the last date set forth below the signatures.

AUTOMAPTICS and COMPANY wish to have discussions in which each party may be exposed to important business and/or technical information which is the property of the other. Much of this information is the result of substantial expenditures by both AUTOMAPTICS and COMPANY of time, money and technical expertise, and is considered confidential and/or trade secret by the party owning it. The unauthorized use or disclosure of this information could cause significant harm to the business of the owner of the information. For this reason and in consideration of the mutual covenants contained in this Agreement and the mutual disclosure of confidential information to each other, the parties agree as follows:

1. Confidential Information

(a) The term "**Confidential Information**" as used in this Agreement means information disclosed by the disclosing party ("**Disclosing Party**") to the receiving party (the "**Receiving Party**") which is non-public, proprietary and/or confidential in nature, whether provided in writing, orally, visually, electronically or by other means. The term "Confidential Information" includes, but is not limited to, (i) know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; (ii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions, (iii) the Disclosing Party's "**Trade Secrets**" which means information which (A) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (B) is otherwise a trade secret as defined by California law, and (iv) the existence of this Agreement, the fact that the Receiving Party has received any information under this Agreement, and that any investigations, discussions or negotiations are taking, or have taken, place between the parties. Confidential Information disclosed to the Receiving Party by any Disclosing Party subsidiary, affiliate and/or agents is covered by this Agreement.

(b) The term "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's or its Representatives' (as defined below) breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party or its Representatives without violating any of their obligations under this Agreement.

2. Obligations. Subject to the exception stated in Section 3 below:

(a) AUTOMAPTICS and Company shall each keep in confidence, and shall cause their respective Representatives to keep in confidence, all Confidential Information disclosed to either of them by the other and will use such Confidential Information only for the mutually agreed upon objectives of the discussions between the parties.

(b) The Receiving Party shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party, and in any event not less than the same precautions used by the Receiving Party to protect its own confidential information. Dissemination of Confidential Information shall be limited to the directors, officers, employees and advisors (including legal, accounting and financial advisors) of the Receiving Party (collectively, the

“Representatives”), whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the information and to restrict the use of the information solely to the use granted under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(c) All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the Disclosing Party to the Receiving Party shall remain the sole and exclusive property of the Disclosing Party.

(d) The Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to use or disclose any portion of the Confidential Information without authorization from the Disclosing Party, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(e) The Receiving Party may not reverse engineer, decompile or disassemble any software, hardware or technology disclosed to the Receiving Party.

(f) At the Disclosing Party's request, the Receiving Party shall return (or, at the Disclosing Party's option, destroy) all originals, copies, reproductions and summaries of Confidential Information in the possession of the Receiving Party or its Representatives, and shall destroy all copies of any analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives for the Receiving Party's use containing or reflecting any Confidential Information, and such destruction shall be certified in writing to the Disclosing Party.

3. Exception. The obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which, based on the advice of legal counsel, is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order, provided that the party receiving such legal demand or order promptly will inform the Disclosing Party thereof and cooperate with the Disclosing Party in contesting such request or order and in obtaining appropriate protection orders, subject to the payment by the Disclosing Party of all out-of-pocket expenses incurred by the party providing such cooperation at the request of the Disclosing Party.

4. Duration. The restrictions on use and disclosure of Confidential Information shall survive for a period of five (5) years after the date hereof. However, with respect to Confidential Information that constitutes a Trade Secret, the restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret.

5. No Warranties. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT OR BY ANY CONFIDENTIAL INFORMATION DISCLOSED TO EITHER PARTY UNDER THIS AGREEMENT. ALL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

6. No Licenses or Other Obligations. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied rights or licenses to the Receiving Party with respect to any patents, copyrights, trademarks, trade secrets or other proprietary rights of the Disclosing Party. Nothing in this Agreement shall obligate either party to disclose any information to the other party. Nothing in this Agreement shall obligate either party to enter into a business relationship or to consummate a transaction with the other party.

7. Independent Development. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information, or to otherwise compete with each other so long as there is no breach of this Agreement.

8. Miscellaneous.

- (a) Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other party, including, without limitation, the actual or threatened disclosure of a Disclosing Party's Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for such injury. Accordingly, each party hereby agrees that the other party shall be entitled, without waiving any other rights or remedies, to specific performance of the Receiving Party's obligations as well as such other injunctive relief as may be granted by a court of competent jurisdiction. The Receiving Party agrees to pay any reasonable expenses, including but not limited to attorneys' fees, incurred in obtaining such injunctive relief (in addition to any other relief to which the Disclosing Party may be entitled).

- (b) This Agreement shall be construed and controlled by the laws of the State of California without reference to the provisions governing conflict of laws. The federal and state courts located in Orange County, California alone shall have jurisdiction over all disputes arising out of this Agreement. Company consents to the personal jurisdiction of such courts sitting in California with respect to such matters between Company and AUTOMAPTICS. Company waives its rights to removal or consent to removal. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the California laws.

- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated after the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- (d) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

The parties hereto have executed this Agreement as of the dates indicated below.

COMPANY: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

AUTOMAPTICS, INC.

2301 DuPont Drive, Suite 300

Irvine, CA 92612

By: _____

Name: _____

Title: _____

Date: _____