

Confidentiality Agreement

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between AMCOMM WIRELESS, 135 Main St. Sturbridge, MA 01566, and _____, of _____.

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

Information will be disclosed to the "Recipient" for the purpose of allowing the "Recipient" access to provide services. "Recipient" has represented that "Recipient" will protect the confidential material and information which may be disclosed between AMCOMM WIRELESS and "Recipient" Therefore, the parties agree as follows:

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

a. Confidential Information includes without limitation:

Business records and plans, financial statements, customer lists and records, trade secrets, technical information, products, inventions, product design information, pricing structure, discounts, costs, computer programs and listings, source code and/or object code, copyrights and other intellectual property, and other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. "Recipient" understands and acknowledges that the Confidential Information has been developed or obtained by AMCOMM WIRELESS by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of AMCOMM WIRELESS which provides AMCOMM WIRELESS with a significant competitive advantage. Therefore, "Recipient" agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of AMCOMM WIRELESS .

No Copying. "Recipient" will not copy or modify any Confidential Information without the prior written consent of AMCOMM WIRELESS .

Application to Employees. Further, "Recipient" shall not disclose any Confidential Information to any employees of "Recipient", except those employees 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 to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of AMCOMM WIRELESS .

Unauthorized Disclosure of Information. If it appears that "Recipient" has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, AMCOMM WIRELESS shall be entitled to an injunction to restrain "Recipient" from disclosing, in whole or in part, the Confidential Information. AMCOMM WIRELESS 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 AMCOMM WIRELESS , "Recipient" shall return to AMCOMM WIRELESS all materials containing the Confidential

Information. "Recipient" shall also deliver to AMCOMM WIRELESS written statements signed by "Recipient" certifying that all materials have been returned within five (5) days of receipt of the request.

IV. TERM AND TERMINATION. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

V. 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.

VI. NON COMPETE AGREEMENT. "Recipient" agrees to be prohibited from independently participating in any bid or proposal, either directly or indirectly, in which knowledge of the bid or proposal request was obtained as a direct or indirect result of membership in AMCOMM WIRELESS .

VII. NO WARRANTY. "Recipient" acknowledges and agrees that the Confidential Information is provided on an AS IS basis. AMCOMM WIRELESS 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 AMCOMM WIRELESS 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. AMCOMM WIRELESS does not represent or warrant that any product or business plans disclosed to "Recipient" will be marketed or carried out as disclosed, or at all. Any actions taken by "Recipient" in response to the disclosure of the Confidential Information shall be solely at the risk of "Recipient".

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

IV. 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 MA. 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.

Recipient: _____

By: _____

Title: _____ Date: _____