

**CONFIDENTIALITY AND LICENSE AGREEMENT
FOR FIELD TESTING SOFTWARE**

This Confidentiality and License Agreement for Field Testing Software ("Agreement") is entered into effect _____ (Date) and is between Conduvis Technologies Corporation, a California Corporation ("CTC"), having its principal place of business at 7590 N. Glenoaks Blvd. Burbank, CA, 91504; and

("Participant" hereafter), whose address is

RECITALS

CTC is a developer of various proprietary software, including documentation ("Programs"). Participant is interested in assisting CTC in Field Testing Programs, as selected by the Participant.

Thank you for assisting CTC with its field testing of its various software products ("Programs").

CTC wishes all information concerning the Programs to be kept strictly confidential. Therefore, before Programs can be discussed or distributed, it is necessary that this Agreement be executed by Participant.

This Agreement is intended to protect the confidential nature of the Programs, as well as providing Participant with a license agreement for field testing the Programs selected by Participant.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Participant Qualifications. Participant warrants and represents that he/she is not currently, and agrees that during the term of this Agreement shall not be, directly or indirectly, engaged in software development of products similar to or competitive with the Selected Programs.
2. Selected Programs. After this Agreement has been executed, CTC will make known to Participant from time to time various Programs which CTC is interested in having field tested. From such information, Participant may select one or more Programs ("Selected Programs") for field testing.
3. License Grant. Subject to the terms and conditions of this Agreement, CTC grants to Participant a non-exclusive, non-transferable, royalty free license ("License") to use the Selected Programs or any portion on a computer system located at the above address to evaluate and test the Selected Programs.
4. License Terms. Pursuant to Participant's License, Participant may:

(a) edit, format or otherwise modify a Selected Program provided that all portions of a Selected Program included in a modified work shall remain subject to all terms and conditions of this Agreement and shall remain the property of CTC;

(b). copy a Selected Program for the purpose of (i) using a Selected Program on the computer system, and (ii). for archive and emergency restart purposes;

(c) Participant may not copy, reproduce, decompile, and/or reverse assemble any portion of a selected Program for analysis or otherwise examine it for reverse engineering purposes.

5. Copies. Participant agrees to reproduce and include CTC's copyright notice and any other proprietary legends thereon on all copies, in whole or in part, of a Selected Program or any modification thereof in any form.

Except as provided in Paragraph 3 above, no right to reprint or copy a Selected Program in whole or in part is granted. Upon termination or expiration of any license granted herein, Participant shall deliver to CTC (at CTC's request and expense) or destroy all copies, including partial copies of all Selected Programs currently in its possession, in whatever form.

6. Reports. Participant shall utilize a Selected Program in Participant's day-to-day business environment. Participant agrees to answer any questions by CTC regarding a Selected Program and Participant's experience with the Selected Program. Participant shall, during the term of this Agreement, provide to CTC information fully describing the results of all evaluations and tests of the Selected Programs conducted, including any defects found by Participant in the Selected Programs, and whatever information is necessary to evaluate such defects.

Participant shall also provide CTC with copies of any changes or modifications made by Participant to the Selected Programs to repair defects in connection with the evaluation and testing thereof. CTC shall have the right to use all such changes and modifications at its discretion including, but not limited to, the incorporation thereof into the Selected Programs for assignment, license or other transfers to third parties

7. Publicity. Participant shall not disclose or otherwise make known to any party that it may test, is testing or has tested a Program unless otherwise agreed in writing by CTC.

8. Confidentiality. With respect to the Selected Programs, and also Programs which have been offered to Participant which Participant has declined to field test, Participant agrees not to disclose, provide, transfer, sublicense, or otherwise make available any such Programs or any portion in any form whatsoever, including but not limited to flow charts, layouts and presentation formats logic diagrams, object codes, source codes, technical information or any technical or business information ("Confidential Information"), to any person other than Participant or CTC personnel without the prior written approval of CTC. Furthermore, Participant agrees that it will not store on any media or otherwise use the Selected Programs or portions thereof such that any third party through any data processing network or other means may gain access to said Selected Programs and, in particular to any source code of the Selected Programs. All Participant personnel who receive such Selected Programs

shall, before its receipt, be informed of the confidential nature of the Selected Programs and the Participant's obligations hereunder.

(a) "Confidential Information" means nonpublic information that CTC designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased CTC software or hardware products, the marketing or promotion of any CTC product, CTC business policies or practices, and information received from others that CTC is obligated to treat as confidential. Confidential information disclosed to Participant by any CTC Subsidiary and/or agents is covered by this Agreement.

(b). Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Participant's breach of any obligation owed CTC; (ii) became known to Participant prior to CTC's disclosure of such information to Receiving Party, (iii) became known to Receiving Party from a source other than CTC other than by the breach of an obligation of confidentiality developed by Participant. The fact that the Confidential Information, or any substantial part of it, can be concatenated by a search of publications and other publicly available information, followed by a selection of a series of items of knowledge from unconnected sources and fitting them together by use of any of the integrated disclosure of the Confidential Information shall not be deemed to cause the Confidential Information, or such substantial part of it, to be included within the exception of this paragraph. Further, specific Confidential Information shall not be deemed to be available to the public or in the possession of Participant merely because it is embraced by more general information so available or in the possession of Participant.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

Participant's obligations, covenants and undertakings with respect to items of Confidential Information as they relate to a specific Program, including but not limited to Participant's covenants of non-publicity in Section 6, shall survive termination of this Agreement, and shall continue in force for a period the greater of (i) five years from the time any Program is first offered to Participant, or (ii) five years from the date of delivery of any Selected Program. Notwithstanding the previous sentence, Participant's period of obligation of non-disclosure with respect to CTC's unreleased or released software products and related material shall be in perpetuity

Further, Participant agrees (as a part of CTC's Field testing program) to not disclose any sensitive information to third parties such as colleagues, friends, web logs, posting boards, online forums, web sites or other similar third parties. This sensitive information includes (but is not limited to) new product versions, features, methodologies, algorithms and other product related information

9. Title. No title or ownership of Programs or any part thereof is transferred to Participant. During the term of this Agreement, Participant shall do nothing inconsistent with CTC's title in the Programs. Further, Participant agrees that all Participant's suggestions, changes and/or modifications to the Selected Programs shall be and are assigned to CTC as its sole and exclusive property.

10. Warranty Disclaimer.

IT IS UNDERSTOOD BY PARTICIPANT THAT THE PROGRAMS HAVE NOT BEEN THOROUGHLY TESTED AND MAY CONTAIN DEFECTS AND THAT CONDUSIV TECHNOLOGIESMAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USE OF PERFORMANCE. BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, CONDUSIV TECHNOLOGIESMAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE SELECTED PROGRAMS OR ANY INFORMATION RELATING THERETO OR CONTAINED THEREIN WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OF ANY THIRD PERSON.

It is further understood by Participant that, except as agreed in writing by CTC, no commitment exists on the part of CTC to either install the Selected Programs or to render the Selected Programs in a condition for installation in any Participant owned or leased data processing facility.

It is also understood that CTC does not warrant in any way that it will announce any Program as a product.

11. Term. The license for any Selected Program shall become effective on the date of delivery of the Selected Program, shall remain in force for a period of one year, and shall be automatically renewable in one year periods, unless terminated earlier as specified herein. Upon termination or expiration any license herein granted, Participant shall return to CTC, at CTC's expense, all materials provided by in the same condition as received, reasonable wear and tear excepted.

12. Termination. In the event that CTC determines that Participant has neglected to perform or observe any of its obligations under this Agreement, CTC may immediately terminate this Agreement and any and all licenses granted hereunder.

13. Continued Use of Selected Programs. CTC, at its sole discretion, may terminate Participant's field testing of any Selected Product. However, Participant may elect to continue using a Selected Program received under this Agreement in lieu of receipt and use of the officially announced version of a Selected Program ordered. In such event, Participant's election as described above shall be an unsupported license (i.e., AS-IS), and CTC shall be under no obligation to remedy any non-conformance of the Selected Program so licensed to the Software Product Description ("SPD") for the officially announced version of the Selected Program.

14. Disclaimer and Limitation of Liability. PARTICIPANT SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF ITS DATA USED IN CONNECTION WITH ALL SELECTED PROGRAMS. IN NO EVENT WILL CONDUSIV TECHNOLOGIESBE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, RERUN TIME, INACCURATE INPUT OR WORK DELAYS OR ANY DIRECT

PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF PERFORMANCE OF THE SELECTED PROGRAM, WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING NEGLIGENCE.

15. General:

(1) Agreement. This Agreement, including any Non-Disclosure Agreements previously, currently or in the future executed between the parties hereto, contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them respecting the subject matter contained herein. Titles and headings to paragraphs in this Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions of it. There are no other representations, agreements, arrangements, or other understandings, oral or written, between the parties hereto respecting the subject matter contained herein which are not fully expressed herein. Additional terms and conditions to this Agreement will not be valid or enforceable unless in writing and approved by all parties. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of all parties, their heirs, executors, administrators, assigns, successors in interest or other legal representatives.

(2) Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or within 72 hours after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the party at the address set forth in this document, or any other address that a party may designate by written notice to the others.

(3) Arbitration. Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association in the City of Burbank, California. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, including the power to award punitive damages. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for any such error.

(4) Injunctive Relief. Notwithstanding the arbitration provision herein contained, and without limiting the scope thereof, either party hereto shall have the right to

institute a court proceeding solely for the purpose of obtaining injunctive relief for any breach hereof or wrongful conduct in connection herewith and the institution of such proceeding for such purpose shall not be deemed a waiver by such party of its right to arbitrate any and all disputes, controversies or claims arising under or in relation to this Agreement.

(5) Attorney's Fees. If any legal action arises under this Agreement or by reason of any asserted breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing or attempt to enforce any of the terms, covenants, or conditions.

(6) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

(7) Assignability. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Participant without the prior written consent of.

(8) Confidential Terms. Participant agrees that the terms, conditions, and covenants of this Agreement shall remain private and confidential between the parties.

(9) Survival. Sections 7, 8, 9, 10, 14 and 15 shall survive the expiration or earlier termination of this Agreement

(10) Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. This Agreement may be executed by facsimile transmission, which shall be valid and binding to the same extent as if it were an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

CONDUSIV TECHNOLOGIES
CORPORATION (CTC)

PARTICIPANT

by:

by:

print:

print:

title:

title:

date:

date:

Signature:

Signature:
