

GEOFORCE, INC.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made effective _____, 20____, between **GEOFORCE, INC.**, located at 5830 Granite Parkway, Suite 1200, Plano, Texas 75024, a Delaware Corporation, on behalf of itself and its affiliates (collectively "**GEOFORCE**"), and _____, a _____ located at _____, on behalf of itself and its affiliates (collectively the "**Company**"). The parties agree as follows:

1. Purpose. GEOFORCE, INC. and the Company wish to explore the possibility of a business relationship between the parties (the "Relationship"), in connection with which each party may disclose Confidential Information (as defined below) to the other party. The parties desire to protect the Confidential Information disclosed by either party (the "Discloser") to the other party (the "Recipient").

2. Definition of Confidential Information. "Confidential Information" means any information, data, or know-how (including but not limited to that which relates to software, computer codes or instructions, developments, inventions, processes, designs, drawings, engineering, hardware configurations, research, statistics, business plans, product plans, products, services, customers or prospective customers, contractors, licensors, suppliers, markets, marketing, finances, and any other materials that have not been made available to the general public) that is revealed, either orally or in writing, by the Discloser to the Recipient. Confidential Information also includes all information received from third parties that either party is obligated to treat as confidential. Failure to mark any Confidential Information as confidential or proprietary shall not affect its status as Confidential Information under the terms of this Agreement. Confidential Information does not include information, data or know-how that: (a) becomes part of the public domain prior to or after the time of disclosure, through no improper action of the Recipient; (b) was in the possession of the Recipient at the time of disclosure, as shown by the Recipient's files and records immediately prior to the time of disclosure; (c) is received by the Recipient from a third party, provided that such Confidential Information was not obtained by such third party, directly or indirectly, from the Discloser; (d) is developed independently by the Recipient without the benefit of any Confidential Information disclosed by the Discloser hereunder; or (e) is approved for release by the Chief Executive Officer of the Discloser, in his/her sole discretion, in writing and in advance.

3. Non-Use and Non-Disclosure of Confidential Information. The Recipient will not use or disclose any Confidential Information for any purpose except to evaluate and to undertake the Relationship. The Recipient will not disclose any Confidential Information to third parties or to the Recipient's employees, except employees who are required to have the Confidential Information in order to evaluate or to undertake the Relationship. The Recipient will require employees who have access to Confidential Information to sign or have signed a non-disclosure or other equivalent agreement that protects the Confidential Information. The Recipient will take all reasonable measures to protect the secrecy of, and avoid the unauthorized disclosure or use of, Confidential Information. Such measures shall include the highest degree of care that the Recipient utilizes to protect the Recipient's own confidential information of a similar nature.

4. Return of Materials. At the Discloser's request, the Recipient shall: discontinue all use of the Confidential Information and return any originals delivered to Recipient

5. Notice of Required Disclosure. If the Recipient is required by judicial or administrative process to disclose the Confidential Information provided by the Discloser, then the Recipient shall promptly notify the Discloser and allow the Discloser a reasonable time to oppose such process.

6. Proprietary Rights. Any and all proprietary rights, including, but not limited to, patent rights, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain in the Discloser, and Recipient shall not have any right, license, title or interest in or to any Confidential Information, except the limited right to review such Confidential Information in connection with the proposed Relationship between the parties.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their affiliates and all successors and assigns, provided that this Agreement and the right to review any Confidential Information disclosed hereunder may not be assigned without the prior written consent of the Discloser. Confidential Information has been and will be provided to the Recipient by the Discloser with the express understanding that neither party is obligated to enter into any further agreement relating to such Confidential Information or the Relationship.

8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas, notwithstanding any conflict-of-law doctrines of any jurisdiction to the contrary. Each party irrevocably and unconditionally: (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement (including, without limitation, any action for preliminary and permanent injunctive relief and other equitable relief) shall be instituted exclusively in the state or federal courts in the State of Texas; (b) consents to personal jurisdiction in such courts and further agrees that service of process may be effected by certified mail or by any other means permitted by law; (c) waives any objection to the laying of venue of any such suit, action or proceeding in any such court; and (d) waives any claim or defense of inconvenient forum. Any judgment entered in such courts may be enforced against either party in any court of competent jurisdiction.

9. Remedies. Each party acknowledges that its obligations under this Agreement are necessary and reasonable in order to protect the Discloser and the Discloser's business, and each party expressly acknowledges that monetary damages would be inadequate to compensate the Discloser for any breach by the Recipient of the Recipient's covenants and agreements set forth in this Agreement. Accordingly, each party further acknowledges that any such violation or threatened violation will cause irreparable injury to the Discloser. In addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain injunctive relief to enforce the provisions of this Agreement, and the prevailing party in any such litigation shall be entitled to recover all reasonable expenses of litigation, including reasonable attorneys' fees and costs.

10. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of every nature between them. This Agreement may not be changed or modified, except by an agreement in writing signed by both of the parties. The failure or delay on the part of either party to exercise any right under this Agreement shall not be deemed a waiver of any rights under this Agreement. This Agreement may be exercised in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives and intending to be legally bound, hereby exercise this Mutual Non-Disclosure Agreement on the date first written above.

GEOFORCE, INC.

COMPANY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____