



NORTH AMERICA

CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement (“Agreement”) is made and entered by and between Vocollect, Inc. (“Vocollect”), a Pennsylvania corporation located at 703 Rodi Road, Pittsburgh, Pennsylvania 15235 and _____ (“Company”), a _____ corporation located at _____.

Background.

Vocollect will be disclosing confidential and proprietary information of Vocollect to Company for Company's evaluation and possible performance of certain engineering design, development and consulting services (“Authorized Purpose”) for Vocollect. Company acknowledges that it is important that Vocollect’s confidential and proprietary information be maintained in confidence according to the terms specified below.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. For purposes of this Agreement, the term “Confidential Information” shall mean any confidential or proprietary information of Vocollect or its customers or licensors, including but not limited to that which relates to research, products, software, services, developments, inventions, processes, designs, drawings, engineering, marketing, finances, customer lists, data, the components of any materials, any methods, processes or manner of manufacturing, testing or assembly of any device or material, and whether received by Company from Vocollect before or after the execution of this Agreement. Confidential Information shall not include any information which: (a) was in the public domain prior to disclosure by Vocollect or later enters the public domain other than through breach of this Agreement by Company; (b) was known to Company prior to disclosure by Vocollect; or (c) was lawfully obtained by Company from a third party not under an obligation of confidentiality with respect to such information.
2. Company agrees to hold the Confidential Information in confidence and agrees not to use, distribute, disclose, or disseminate all or any portion of the Confidential Information, either directly or indirectly by itself or to any third party without the prior written consent of Vocollect, except that Company may use the Confidential Information solely for the Authorized Purpose and disclose the Confidential Information to its employees who have a need to know such information for the Authorized Purpose and who are bound by an

obligation of confidentiality with respect to such Confidential Information. Company agrees to take all necessary precautions to protect the Confidential Information from unauthorized disclosure and will require any consultants or agents which receive the Confidential Information to agree to be bound by the provisions of this Agreement. Company will be responsible for any breach of this Agreement by any employee, agent, or consultant.

3. The Confidential Information may not be reproduced by Company without the prior written consent of Vocollect. Upon completion of the Authorized Purpose, or earlier if requested by Vocollect, Company shall return or destroy all documents or materials containing Confidential Information. At this request of Vocollect, Company will certify in writing to Vocollect that all Confidential Information has been returned or destroyed.
4. Company acknowledges and agrees that great loss and irreparable damage would be suffered by Vocollect if Company should breach or violate any of the terms or provisions of the covenants and agreements set forth herein, including, without limitation, the use of the Confidential Information for any purpose other than the Authorized Purpose. Company further acknowledges and agrees that each such covenant and agreement is reasonable and necessary in order to protect and preserve the interests of Vocollect in the Confidential Information. In addition to all other remedies provided at law or in equity, Company agrees that Vocollect shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or a contemplated breach of any of the covenants or agreements of Company herein in addition to any other remedy to which it may be entitled at law or in equity.
5. Vocollect does not make any representation or warranty as to the accuracy or completeness of the Confidential Information provided to Company. This Agreement grants no copyright, trademark, trade secret or patent rights or licenses, express or implied, except to the extent necessary for Company to complete the Authorized Purpose contemplated by this Agreement. None of the Confidential Information which may be transmitted by Vocollect shall constitute any public disclosure, or sale or offer to sell any product or equipment.
6. No party hereto shall make, or permit any of its agents or representatives to make, any news release or other public disclosure pertaining to the Authorized Purpose except with the prior approval of the party as to both form and content.
7. This Agreement contains the entire agreement and understanding between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments or agreements, oral or written, as to such subject matter.
8. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflicts of laws provisions.
9. This Agreement, and the rights and obligations of the parties hereunder, may not be assigned by either party without the express written agreement of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

10. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. If any term or provision of this Agreement or any application hereto shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the later of the dates set forth below.

VOCOLLECT, INC.

Company

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

REV 5/2004