

IMAGESTREAM CUSTOMER VERSION

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT ('Agreement') is entered into by and between *Intelleg Communications Corporation (Intelleg)* and _____ ('Subscriber') (each a 'Party' and collectively the 'Parties') effective the date set forth below.

1. *Proposed Transaction* - The Parties hereto contemplate exchanging confidential and proprietary information for the intended purpose of evaluating a potential business arrangement related to the Communications Assistance for Law Enforcement Act. ('CALEA') ('Proposed Transaction'). The Party receiving Confidential Information is identified as the 'Receiving Party' and the Party disclosing Confidential Information is identified as the 'Disclosing Party'.
2. *Confidential Information* - As used herein, 'Confidential Information' shall mean all information of any nature, including but not limited to technical, business and financial, disclosed in any manner by any means which is either identified as confidential or proprietary or which should be reasonably understood to be confidential or proprietary. 'Confidential Information' shall also include all information regarding the negotiations between the Parties as to the Proposed Transaction and all terms and conditions of the Proposed Transaction. 'Confidential Information' does not include any information that is publically available or information independently developed by either Party without reference to Confidential Information.
3. *Non Disclosure* - A Party receiving Confidential Information shall keep the Confidential Information in strict confidence and not disclose the same to any person or entity without the Disclosing Party's written consent. The Receiving Party shall not use or permit to be used the Confidential Information except for the purpose of evaluating the Proposed Transaction. The Receiving Party shall take all reasonable measures to protect against the disclosure or unauthorized use of Confidential Information to a standard of measure it takes to protect its own Confidential Information.
4. *Restricted Use of Confidential Information* - A Party receiving Confidential Information shall restrict the possession, knowledge, development and use of the said Confidential Information to a need to know basis for the purpose of developing or evaluating the Proposed Transaction. The person or entity to whom the Party discloses the Confidential Information shall be bound by this Agreement and shall enter a non disclosure agreement consistent with the terms of this Agreement. If a Party is compelled to disclose Confidential Information by legal process or otherwise, the disclosing Party shall notify the Disclosing Party of such requirement.
5. *Ownership of Information* - The Disclosing Party retains all right, title and interest in and to its Confidential Information and the Receiving Party shall have no rights of any nature as to same except as stated in this Agreement.
6. *Term of Agreement* - The obligations under this Agreement shall be effective on the date set forth below and continue for a period of two (2) years. Either Party may terminate this Agreement at any time by written notice to the other. When terminated, the respective confidentiality obligations under this Agreement shall survive and continue as to any Confidential Information received prior to the termination of this Agreement. The Parties shall return or certify destruction to the other Party of any Confidential Information received under the terms of this Agreement at the completion or termination of the dealings between the Parties.
7. *Legal Relief* - The Parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, the Disclosing Party shall have the right, in addition to any other right or remedy available to it, to seek injunctive relief for any violation of this Agreement. The prevailing Party in any action to enforce any of its rights under this Agreement shall be

paid its attorneys fees and costs by the not prevailing Party.

8. *Assignment* - Neither Party shall assign or otherwise transfer this Agreement or any rights or obligations there under without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.
9. *Waiver / Severability* - Any failure to enforce the other Party's strict compliance and performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Each provision of this Agreement shall be severable from every other provision for the purpose of deeming the legal enforceability of any specific provision. Paragraph headings are for convenience only and shall not be used in construction of any provision herein.
10. *Notices* - Any notice required or permitted by this Agreement shall be in writing and delivered personally or by overnight courier with written verification of receipt or certified mail, return receipt requested. Notices shall be sent to the address set forth below or to such other address as either Party may specify in writing one to the other. Notice shall be deemed received when actually received or three days after being sent as required herein.
11. *Governing Law* - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to its choice of law principles. This Agreement is deemed to have been entered by the Parties in Oklahoma City, Oklahoma.
12. *Entire Agreement* - This Agreement contains the entire understanding of the Parties hereto with respect to the transaction and matters contemplated hereby, and supersedes all previous agreements between the Parties concerning the subject matter and cannot be amended except in writing and signed by both Parties.

Dated and entered this ____ day of _____, 200_.

Intelleg Communications Corporation

By 

Title VP of Sales & Marketing

14101 Wireless Way, Suite 300
Oklahoma City, Oklahoma 73134

Fax Number: 405-242-0110

SUBSCRIBER

Name _____

By _____

Title _____

Address _____

Telephone _____

e-mail _____