

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into effective _____, 2009 by and between ITS Data, LLC. with offices located at 560 Saw Mill Road, West Haven, CT 06516 ("Company"), and _____ with offices located at _____ for itself and its affiliated companies.

Whereas, the parties, for their mutual benefit, desire to disclose to the other, certain specifications, designs, plans, drawings, software, data, prototypes, or other business and/or technical information related to installation of ITS Data, LLC., solutions for MSP build out. The all in one solution which is proprietary to the disclosing party or its affiliated companies ("INFORMATION").

Now therefore, the parties agree as follows:

1. The receiving party, for two (2) years after the date of disclosure ("Confidentiality Period"), shall hold such INFORMATION in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information; shall use such INFORMATION only for the purpose of evaluating the possibility of establishing a business relationship; shall reproduce such INFORMATION only to the extent necessary for such PURPOSE; shall restrict disclosure of such INFORMATION to its employees with a need to know; shall advise such employees of the obligations assumed herein; shall cause such employees to comply with the terms of this Agreement and shall not disclose such INFORMATION, nor the fact that discussions between the parties are taking place, to any third party without prior written approval of the other party.
2. Access to INFORMATION hereunder shall not preclude an individual who has seen such INFORMATION for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the INFORMATION and does not copy the substance of the INFORMATION during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the INFORMATION.
3. These restrictions on the use or disclosure of INFORMATION shall not apply to any INFORMATION:
 - a. which is independently developed by the receiving party or its affiliated company or lawfully received free of restriction from another source having the right to so furnish such INFORMATION; or
 - b. after it has become generally available to the public without breach of this Agreement by the receiving party or its affiliated company; or
 - c. which at the time of disclosure to the receiving party was known to such party or its affiliated company free of restriction as evidenced by documentation in the receiving party's possession; or

- d. which the disclosing party agrees in writing is free of such restrictions; or
- e. which is required pursuant to order of any court or by regulatory demand, provided that the receiving party shall advise the disclosing party of the request for disclosure and shall take reasonable steps to attempt to preserve the confidentiality of the INFORMATION.

4. INFORMATION shall be subject to the restrictions of §1, if it is in writing or other tangible form, only if clearly marked as proprietary or confidential when disclosed to the receiving party or, if not in tangible form, only if identified as proprietary or confidential at the time of disclosure to the receiving party and if summarized in a writing so marked and delivered to the receiving party within thirty (30) days of such disclosure, in which case the INFORMATION contained in such summary (not information contained solely in the nontangible disclosure) shall be subject to the restrictions herein. Each party hereto shall endeavor to keep to a minimum the amount of INFORMATION that is furnished to the other upon which restrictions are imposed.

Information, other than INFORMATION transmitted in accordance with this §4, shall not be subject to any restriction by the disclosing party as to the receiving party's disclosure or use thereof.

The Parties acknowledge that Allied has provided a concept to Bring the services to the tenants of the property. This concept should always be credited to Allied. This information shall be protected by all parties hereto, as a significant contribution by Allied to the planned Property and Tenant usage. This information herein described is not to be shared with anyone except the service carrier, Avaya and any DevConnect Company associated with the project which parties shall execute prior to release, a non-disclosure agreement similar in form to this document. Regardless, no party shall utilize this concept without allowing Allied to be involved and receiving credit for its breakthrough solution.

5. No license to a party, under any trademark, patent, copyright, trade secret, mask work protection right or any other intellectual property right, is either granted, implied or created through estoppel by the conveying of INFORMATION to such party. None of the INFORMATION which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, trade secret, mask protection rights or any other intellectual property rights, or other rights of third persons or of either party.
6. Neither this Agreement nor the disclosure or receipt of INFORMATION shall constitute or imply any commitment, promise or intention to make any purchase of products or services by either party or its affiliated companies or any commitment by either party or its affiliated companies with respect to the present or future marketing of any product or service.
7. Each party hereby acknowledges that any products, software, and technical information (including, but not limited to, services and

training) provided under this Agreement are subject to US export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Each party agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with US export regulations. If requested, each party also agrees to sign written assurances and other export-related documents as may be required for disclosing party to comply with US export regulations.

Each party agrees that it will not, without the prior written consent of the other, transmit, directly or indirectly, the INFORMATION received from the other hereunder or any portion thereof to any country outside of the United States.

- 8. This Agreement applies to disclosure of INFORMATION that occurs between effective date and _____ (12) months thereafter ("Disclosure Period"). All INFORMATION shall remain the property of the disclosing party. Upon termination, written request of the disclosing party or the receiving party's determination that it no longer has a need for such INFORMATION, the receiving party shall return all INFORMATION and copies thereof or certify in writing that it has destroyed all INFORMATION and copies.
- 9. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of the INFORMATION and that the aggrieved party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 10. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- 11. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.
- 12. Each party agrees that all of its obligations undertaken herein as a receiving party that by their nature should survive the

termination of this Agreement shall survive and continue after any termination of this Agreement.

- 13. This Agreement constitutes the entire understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them relating thereto.
- 14. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 15. This Agreement shall be governed by the local laws of the State of Connecticut and states where other properties are located, without regard for Connecticut's choice of law rules and the United Nations Convention on the Sale of Goods.
- 16. If a dispute arises with respect to this Agreement which cannot be resolved by negotiation, it shall be referred to a neutral arbitrator selected in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be governed by the United States Arbitration Act and the rules of the AAA. The arbitrator shall not be empowered to limit, expand, or modify this Agreement, to award punitive or exemplary damages, or to award any financial damages other than damages caused by breach of this Agreement. The arbitrator may order limited discovery, but in determining whether to permit discovery shall balance the benefit of the requested discovery against the burden on the party against whom discovery is sought. Each party shall bear its own expenses and an equal share of all the costs and fees of arbitration. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision. Nothing herein shall preclude either party from seeking interim equitable relief from a court of competent jurisdiction. A request by a party to a court for interim relief shall not affect either party's obligation hereunder to arbitrate.
- 17. Parties agree that facsimile or electronically transmitted signatures shall be deemed to be originals, and both parties agree to accept and be bound thereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

In witness thereof, the parties have executed this Agreement on the respective dates entered below.

ITS DATA, LLC.

(Signature)

(Print Name & Title)

(Date Signed)

"PARTNER"

(Signature)

(Print Name & Title)

(Date Signed)