

NONDISCLOSURE AGREEMENT

The Receiving Party identified below agrees to receive Confidential Information, as defined hereinafter, from the Disclosing Party identified below under the following terms and conditions:

Parties to this Agreement	<u>Disclosing Party:</u> Panasonic System Solutions Company, Unit of Panasonic Corporation of North America One Panasonic Way, 2H-7 Secaucus, NJ 07094 ("Panasonic")	<u>Receiving Party:</u> ("Member")
"Confidential Information"	The Confidential Information is non-public information concerning Panasonic's current and future security system products.	
"Purpose"	The purpose of the disclosure of Confidential Information hereunder is to allow Member, pursuant to the Panasonic Solution Development Network ("PSDN"), to develop interoperability between Panasonic's security system products and Member's products which are suitable for use with Panasonic's security system products.	
"Disclosure Period"	For as long as Member remains a Silver or Bronze level member of PSDN.	
"Confidentiality Period"	Five (5) years from the date of each disclosure of Confidential Information	

1. Definitions:

1.1 "Confidential Information" as used herein shall mean all information described above which is: (a) disclosed by the Disclosing Party to the Receiving Party in written or other tangible form, and conspicuously marked by the Disclosing Party to the Receiving Party as confidential or proprietary; or (b) disclosed orally, by demonstration or in other intangible form by the Disclosing Party to the Receiving Party, specifically designated as confidential or proprietary by the Disclosing Party at the time of the disclosure and summarized in a writing delivered to the Receiving Party within fourteen (14) days after such disclosure.

1.2 "Affiliate" is a corporation, company or other entity which: (a) is controlled by the Receiving Party; (b) controls the Receiving Party; or (c) is under common control with the Receiving Party. For the purpose of this definition, "control" means that more than fifty percent (50%) of the shares or ownership interest representing the voting right for such a corporation, company or entity are owned or controlled, directly or indirectly, by the controlling entity. Such corporation, company or entity shall be deemed to be an Affiliate so long as such ownership or control exists.

2. Disclosure: During the Disclosure Period, the Disclosing Party may disclose to the Receiving Party the Confidential Information, at its sole discretion.

3. Scope of Disclosure and Use: The Receiving Party may disclose the Confidential Information only to its own officers, directors, employees, attorneys and accountants, as well as those of its Affiliates, who have a need to know the Confidential Information in order to accomplish the Purpose, provided that any such Affiliate shall be bound by a written agreement reasonably sufficient to protect the Confidential Information under terms at least as restrictive as this Agreement. Any work product developed by Receiving Party in furtherance of implementing an interface between the

respective products of Disclosing Party and Receiving Party in accordance with this Agreement shall not be deemed to be a derivative work of any Confidential Information of Disclosing Party. Each Party shall retain full, exclusive and unrestricted right, title and interest in all intellectual property rights attaching to its own work product, including any copyrightable, patentable or proprietary aspects of any interface developed by such Party.

4. Term and Termination: This Agreement shall remain in effect until the Confidentiality Periods for all items of Confidential Information have expired. Upon expiration of the last Confidentiality Period, this Agreement will automatically terminate.

5. Confidentiality: During the Confidentiality Period, the Receiving Party (a) shall keep in confidence the Confidential Information of the Disclosing Party, using at least the same degree of care in keeping such Confidential Information in confidence as it uses for its own confidential information of a similar nature, but in no event less than reasonable care; (b) shall not, except as expressly permitted hereunder, disclose to any third party such Confidential Information unless otherwise expressly permitted in writing by the disclosing party; and (c) shall not make any use of the Confidential Information of the Disclosing Party other than for the Purpose.

6. Exceptions: Notwithstanding any other provision hereof, the following information will be deemed not to be Confidential Information: (a) information generally known or available other than as a result of the Receiving Party's breach of this Agreement; (b) information already owned or possessed by the Receiving Party at the time of disclosure; (c) information developed by the Receiving Party independently; (d) information lawfully obtained by the Receiving Party from a third party without any obligation of confidentiality; and (e) information approved for release upon the Disclosing Party's prior written consent.

7. Mandatory Disclosure: If the Receiving Party is legally required to disclose the Confidential Information by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify the Disclosing Party to that effect, in order to give the Disclosing Party the opportunity to seek such protection for the Confidential Information as it deems appropriate. Such required disclosure shall not be construed as a breach of this Agreement.

8. Return: Promptly upon the termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party or destroy all Confidential Information received hereunder. Further, if so requested by the Disclosing Party, the Receiving Party shall provide the Disclosing Party with a written statement certifying that all of such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Confidential Information in a secure location for archival purposes only.

9. Reverse Engineering; Proprietary Notices: The Receiving Party shall not reverse-engineer, decompile, or disassemble any material disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

10. No Warranty: RECEIVING PARTY ACKNOWLEDGES THAT (A) DISCLOSING PARTY MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION, (B) CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS AND (C) DISCLOSING PARTY PROVIDES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

11. No Other Right or Obligation: Nothing in this Agreement will be construed to (a) grant to the Receiving Party any right in the Confidential Information, except for the limited right to use such Confidential Information for the Purpose; (b) oblige either party to enter into any agreement or transaction; or (c) preclude either party from independently developing or acquiring from a third party products, services or technology competing with the other party's products, services or technology.

12. Export Control: Receiving Party shall comply with all laws, rules and regulations applicable to the export of the Confidential Information and shall not export or re-export such Confidential Information without any applicable approval or license required under such laws, rules and regulations.

13. Non-Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by Receiving Party to any third party, including any Affiliate, without obtaining the prior written consent of the Disclosing Party. Any attempted assignment or transfer made in contravention of this section 13 shall be null and void.

14. Governing Law: This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York, without regard to its choice of law provisions.

15. Entire Agreement: This Agreement represents the entire agreement between Disclosing Party and Receiving Party and supersedes and cancels all prior communications and agreements concerning its subject matter. No modification, alteration or waiver of any of the provisions shall be binding unless contained in a writing executed by a duly authorized representative of the entity against whom enforcement of such modification, alteration or waiver is sought. This Agreement shall be binding on Disclosing Party and Receiving Party and their successors and assigns.

IN WITNESS WHEREOF, the Receiving Party, by its duly authorized representative, agrees that it is willing to accept Confidential Information from the Disclosing Party subject to the foregoing terms and conditions.

<u>Receiving Party:</u>
By:
Name:
Title:
Date: