

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of certain Confidential and Proprietary Information furnished by MaxStream, Inc. ("Maxstream") to MET Laboratories ("Receiving Company") for the purpose of achieving FCC approval on PowerOneData's meter reading solution.

The "Confidential and Proprietary Information" referred to herein relates to inventions, technical ideas, or products, and includes, but is not limited to, technical data, products, substances, material samples, compositions, organisms, research results or plans, processes, know-how, reports, proposals, unpublished articles, descriptions, drawings, strategies, trade secrets, patent applications, business and financial information, computer software, placement diagrams, gerber files, part manufacturing documentation (PMDs), assembly instructions, engineering change orders (ECOs), bill of materials (BOMs), Schematics, CAD files, firmware, software, test fixtures, test fixture software and stencil files and any information labeled "INTELLECTUAL PROPERTY – CONFIDENTIAL" that is disclosed or delivered to Receiving Company by any means - written, oral, or otherwise.

Receiving Company agrees to receive, review, examine, and/or inspect such Confidential and Proprietary Information only for the above-described purposes, and to otherwise hold such information confidential pursuant to the terms of this Agreement. This Agreement shall apply to all Confidential and Proprietary Information disclosed by MaxStream to Receiving Company on or after the date of this Agreement. All Confidential and Proprietary Information disclosed by MaxStream is not to be shared with PowerOneData.

MaxStream has or shall provide to Receiving Company such Confidential and Proprietary Information and may further allow Receiving Company the right to discuss or interview representatives of MaxStream on the following conditions:

1. Receiving Company agrees to hold the Confidential and Proprietary Information in trust and confidence, and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party except: (a) to employees, attorneys and advisors of Receiving Company that (i) have a need to know the information for the purpose described in the introductory paragraph of this Agreement, and (ii) agree to execute and be bound by the terms of this Agreement; and (b) to the extent required by law; provided that the Receiving Company promptly notifies MaxStream of any disclosures made pursuant to this subsection (b).
2. Receiving Company agrees: (a) to bear responsibility for any breach of this Agreement by any person or entity to whom the Receiving Company discloses Confidential and Proprietary Information under this Agreement; and (b) to make reasonable efforts, consistent with MaxStream's directions and applicable law, to protect any Confidential and Proprietary Information disclosed under subsection (b) of Section 1.
3. No copies will be made or retained of any written information provided, nor shall any furnished samples or prototypes be retained without the permission of MaxStream
4. At the conclusion of any discussions, or upon demand by MaxStream, all information received, including samples, prototypes, written materials, photographs, sketches, models, memoranda or notes, including all copies, extracts and other objects or items in which Confidential and Proprietary Information may be contained or embodied, shall be returned to MaxStream
5. Receiving Company shall promptly notify MaxStream of any unauthorized release of the Confidential and Proprietary Information.
6. Receiving Company agrees not to modify, reverse engineer, decompile, disassemble, translate or attempt to derive the composition or underlying information, structure or ideas of any furnished materials or information.
7. Only information that Receiving Company can document (i) is in the public domain through no fault of Receiving Company, (ii) was properly known to Receiving Company, without restriction,

prior to disclosure by MaxStream, or (iii) was properly disclosed to Receiving Company by another person without restriction, is exempted from this Agreement. The terms of this Agreement will remain in effect with respect to any particular Confidential and Proprietary Information unless Receiving Company can document that it falls into one of the exceptions stated above.

The foregoing terms do not grant or imply a license, gift, or conveyance of any kind of any rights in or to any of the Confidential and Proprietary Information.

MAXSTREAM PROVIDES CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS. USE OF CONFIDENTIAL AND PROPRIETARY INFORMATION IS AT THE RECEIVING COMPANY'S OWN RISK. MAXSTREAM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL AND PROPRIETARY INFORMATION. IN NO EVENT SHALL THE DISCLOSER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF RECEIVING PARTY'S USE OF CONFIDENTIAL AND PROPRIETARY INFORMATION, INCLUDING WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS OR LOST ASSETS, EVEN IF THE DISCLOSER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Due to the unique nature of the Confidential and Proprietary Information, Receiving Company acknowledges and agrees that any breach of this Agreement would cause irreparable harm to MaxStream for which damages are not an adequate remedy and that MaxStream shall therefore be entitled to equitable relief, including specific performance, in addition to all other remedies available at law without the posting of a bond.

Receiving Company agrees not to remove or export from the United States or re-export any of MaxStream's Confidential and Proprietary Information, or any direct product thereof, except in compliance with, and in receipt of all licenses and approvals required under, the applicable export laws and regulations of the United States of America, or any agency thereof.

This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both parties. Neither party will be liable to the other for any of the costs associated with the other's efforts in connection with this Agreement.

This Agreement, its validity, construction and effect shall be governed by the laws of the State of Utah, and may be modified or waived only in writing. This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, representations, negotiations and communications oral or written, with respect to its subject matter. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto. Neither this Agreement nor any interest herein may be assigned in whole, or in part, by either party hereto without the prior written consent of the other party.

Each party shall advise the other party of one person in its employ who will receive the Confidential and Proprietary Information exchanged pursuant to this Agreement. On the effective date of this Agreement the following are so named:

DISCLOSING PARTY: DAVID STEED

RECEIVING PARTY: Rob Frier

AGREED AND ACCEPTED BY:

DISCLOSING PARTY:

MAXSTREAM, INC., a Utah corporation

By: _____

Title: _____

RECEIVING PARTY:

MET Laboratories, Inc.

By: W. H. Chen

Title: President