

**Wireless Seismic, Inc.**  
**One-Way Non-Disclosure Agreement (NDA)**

<b>Disclosing Party:</b>	Wireless Seismic, Inc. (hereinafter, " <b>Wireless Seismic</b> ")
<b>Recipient:</b>	(hereinafter, " <b>Recipient</b> ")
<b>Effective Date:</b>	(hereinafter, " <b>Effective Date</b> ")

**THIS NON-DISCLOSURE AGREEMENT ("Agreement")**, effective as of the Effective Date, is made by and between Wireless Seismic and Recipient to govern the treatment of information furnished, disclosed, communicated or otherwise made available by Wireless Seismic to Recipient.

**1. Confidential Information.** "**Confidential Information**" means any and all non-public technical and non-technical information furnished, disclosed, communicated or otherwise made available, in whatever form or medium (regardless of whether tangible, intangible, visual, audio or oral), by Wireless Seismic to Recipient during the Term (as defined below). Confidential Information includes but is not limited to non-public information regarding any non-public information regarding Wireless Seismic's research, experimental work, development, design details, specifications, engineering information, including internal details, or internal photographs, of any of Wireless Seismic products, financial information, procurement, purchasing and manufacturing requirements, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising information, marketing plans and information regarding third parties.

**2. Term.** The term of this Agreement commences on the Effective Date and expires twelve months thereafter ("**Term**"). Any information that Wireless Seismic provides or otherwise makes available to Recipient during this Term will be governed by the terms and conditions of this Agreement.

**3. Obligations.** Notwithstanding expiration or termination of this Agreement, Recipient will at all times (a) hold Confidential Information in strict confidence, (b) not disclose Confidential Information to any third party without Wireless Seismic's prior written consent. Recipient will only provide access to Confidential Information to those of its employees or authorized representatives who have a need to know with regard to the Authorized Use and who are bound by confidentiality obligations at least as restrictive as those contained herein. Recipient will immediately notify Wireless Seismic in writing if it becomes aware of any loss or unauthorized disclosure of any Confidential Information, or if it receives any valid order by a court or other governmental body seeking disclosure of Confidential Information. Recipient will not, and will not permit any other party to, reproduce Confidential Information in any form without Wireless Seismic's prior written consent; any reproduction of Confidential Information will remain the property of Wireless Seismic and will contain all confidential or proprietary notices or legends that appear on the original.

**4. Termination of Obligations.** Recipient's obligations under Section 3 with respect to any Confidential Information will survive the expiration or termination of this Agreement and will terminate only if and when Recipient can demonstrate that such information: (a) was already lawfully known to Recipient at the time of disclosure by Wireless Seismic; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to, or use of, the Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is approved in writing by Wireless Seismic or is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Wireless Seismic of such required disclosure promptly and in writing and cooperates with Wireless Seismic, at Wireless Seismic's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**5. No Offer, Other Rights or Representations.** Recipient further acknowledges that entering into this Agreement, having any meetings or communications related to the Authorized Use, or the disclosure of Confidential Information does not and will not: (a) constitute an offer, request or contract with the other to engage in any research, development or other work, or to enter into a buyer-seller relationship,

venture, teaming or partnership relationship between the parties; or (b) grant to Recipient any right or license to any Confidential Information disclosed pursuant to this Agreement, including without limitation any intellectual property right embodied in such Confidential Information. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy, currency or performance. Neither party will be liable to the other party for damages of any kind arising from the failure of negotiations to ensue or be successfully concluded or the failure of a business arrangement to be consummated between the parties.

**6. Effects of Termination.** Recipient's obligations under this Agreement with respect to any and all Confidential Information will survive termination of this Agreement and will be binding upon Recipient's heirs, successors and assigns. Recipient's obligations with respect to Confidential Information will be terminated only pursuant to Section 4. Upon expiration of this Agreement, or upon written request of Wireless Seismic, Recipient will promptly destroy all of the Confidential Information then in its possession, in whatever form or medium (regardless of whether tangible, intangible, visual, audio or oral) and all copies thereof and certify in writing that it has destroyed the same.

**7. General.** Recipient agrees that breach of this Agreement would cause Wireless Seismic irreparable damage for which recovery of damages would be inadequate, and that in such instance Wireless Seismic will be entitled to obtain timely injunctive relief and a court of competent jurisdiction may grant such further relief. Recipient will not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without reference to conflict of laws principles. Any disputes under this Agreement must be brought in the state courts and the Federal courts located in Denver County or Boulder County, Colorado, and the parties hereby consent to the personal jurisdiction and venue of these courts. The headings to sections of this Agreement are inserted for convenience only and will not affect the construction or interpretation of any provision hereof. All notices under this Agreement will be in writing and will be deemed given when personally delivered, when sent by confirmed fax, one day after being sent by recognized overnight carrier or three days after being sent by prepaid certified or registered U.S. mail to the address set forth at the end of this Agreement or such other address as either party may specify in writing. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

Wireless Seismic, Inc.	Recipient
<p>By: _____</p> <p style="text-align: center;"><b>Signed Name</b></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p>	<p>By: _____</p> <p style="text-align: center;"><b>Signed Name</b></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p>