

MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made between Critical Start, Inc. (“CRITICAL START”), 6851 Communications Parkway, Plano, TX 75024, and Participant (“Participant”), and becomes effective as of the date of the last signature below (“Effective Date”). In the course of dealings between the parties, **CRITICAL START and Participant** may disclose “Confidential Information” (as defined below) for the purpose of evaluating, pursuing and engaging in a business opportunity between the parties, and the parties desire to establish and set forth the obligations with respect thereto.

ACCORDINGLY, in consideration of the premises and obligations set forth herein, it is agreed as follows:

1. Confidential Information - “Confidential Information” means information or materials provided by one party to the other which are (a) in tangible form and labeled “confidential” or the like, (b) if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form, or (c) by the nature of such information or the circumstances surrounding its disclosure, would be reasonably determined to be proprietary to the discloser. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the Effective Date; (ii) become generally known to the public after the Effective Date, other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iv) are or were disclosed by the disclosing party generally without restriction on disclosure; (v) the receiving party lawfully received from a third party without that third party’s breach of agreement or obligation of trust; or (vi) are independently developed by the receiving party.

2. Restrictions on Disclosure and Use – The receiving party shall not (i) disclose any Confidential Information to any third party; (ii) make any use of Confidential Information except to perform the purpose set forth above; or (iii) make Confidential Information available to any of its employees or consultants except those that have signed an agreement containing disclosure and use provisions similar to those set forth herein and have a “need to know” in order to carry out the purpose set forth above. The receiving party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. Notwithstanding anything herein to the contrary, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving party to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing party; or (b) assign personnel for any purpose.

3. Legally Required Disclosure – If the receiving party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, then the receiving party shall, to the extent legally permissible, promptly notify the disclosing party in writing of such request(s) to enable the disclosing party to seek an appropriate protective order. If no such order is obtained within a reasonable prompt time, the receiving party may, without liability hereunder, disclose that portion of the Confidential Information that the receiving party’s legal counsel advises is legally required to be disclosed.

4. Warranty, Ownership and Relationship – The disclosing party warrants that it has the right to disclose Confidential Information. **EXCEPT AS STATED HEREIN, THE DISCLOSING PARTY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN “AS IS” BASIS.** This Agreement does not create any agency, partnership or business relationship between the parties. All Confidential Information disclosed hereunder shall (i) remain the property of the disclosing party; and (ii) be promptly returned to the disclosing party, or destroyed by the receiving party, when so specified by the disclosing party and, if destroyed,

the receiving party shall provide the disclosing party with prompt certification of destruction by an officer of the receiving party. No license under any patent or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder. Both parties shall comply with and obtain all authorizations required by U.S. export control laws and all related regulations.

5. Term and Termination – This Agreement shall govern disclosures between the parties for two (2) years after the Effective Date. The receiving party shall protect Confidential Information, in the manner provided herein, for two (2) years after receipt thereof, unless such obligation ceases earlier pursuant to Section 1 above.

6. Limitation of Liability – **NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT AND/OR SPECIAL DAMAGES FOR ANY CLAIMS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS, OR SHOULD HAVE BEEN, KNOWN.**

7. Miscellaneous - Neither party shall assign this Agreement or any of its rights, or delegate any of its obligations hereunder without the prior written consent of the other and any such action in violation of the foregoing restriction shall be void. Notwithstanding the foregoing, either party may assign this Agreement to any of its affiliates or to a successor in the event of a corporate reorganization, consolidation, merger, acquisition or sale of all or substantially all of its assets (including its stock) without the consent of the other party. This Agreement shall (i) constitute the entire agreement of the parties concerning the subject matter hereof; (ii) supersede any prior or contemporaneous written or oral agreement; (iii) not be modified except in a writing dated subsequently; and (iv) be governed by the laws of the State of Texas, excluding its conflict of laws rules. Each party acknowledges that any breach of this Agreement by the receiving party would result in serious and irreparable injury to the disclosing party for which the disclosing party cannot be adequately compensated. Each party agrees, therefore, that, in addition to any other remedy that the disclosing party may have, the disclosing party is entitled to enforce the specific performance of this Agreement and to seek both temporary and permanent injunctive relief without the necessity of proving actual damages.

8. Notices. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, or (iii) by certified or registered mail, with proof of delivery. Notices shall be sent to the address set forth in the preamble above, attention: Legal Department, or at such other address as provided to the other party in writing.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, and shall be binding upon the parties hereto in the United States and worldwide. The federal and state courts within the State of Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates indicated below.

("Participant")

By: _____
Name (Print): _____
Title: _____
Date: _____

Address: _____

Critical Start, Inc.
("CRITICAL START")

By: _____
Name (Print): _____
Title: _____
Date: _____