

NON-DISCLOSURE AGREEMENT

Ball Research, Inc., P. O. Box 1411, East Lansing, MI 48826 (hereinafter "Disclosing Party") proposes to disclose to Recipient (as designated below) certain information or documents relating to Ball Research's software programs and services (hereinafter collectively and individually such information and documents are subsumed within the term "The Work"). The purpose of this disclosure is to permit Recipient to evaluate the desirability of entering into a business relationship, license or other agreement with Disclosing Party.

In exchange for disclosure of so much of the information and documents constituting The Work as Disclosing Party, in its sole discretion, deems appropriate, Recipient agrees that The Work provided by Disclosing Party shall be held by Recipient in strictest confidence and will not be disclosed to anyone other than those persons in the regular employ of Recipient whom Recipient reasonably deems to have a need to know or evaluate The Work for the purposes for which the disclosures are made by Disclosing Party hereunder. Recipient shall instruct those who receive The Work not to further disclose The Work to any party other than as allowed hereunder or as authorized in writing by Disclosing Party. Other than as permitted hereunder or as subsequently permitted by Disclosing Party, Recipient shall not use or permit others to use The Work for any purpose, including reverse engineering or competing with Disclosing Party.

Recipient understands and agrees that The Work as provided to Recipient is and remains the personal and intellectual property (including the copyrighted property) of Disclosing Party. Recipient further agrees that, except as provided herein, it will not reproduce or otherwise use the information or documents of Disclosing Party for any purpose other than as specified above without the express prior written consent of Disclosing Party. At the request of Disclosing Party, Recipient shall return to Disclosing Party any and all copies of The Work provided or disclosed by Disclosing Party to Recipient along with all copies of any part or portion thereof, and any notes or other documents of any description created by Recipient which in any manner contain, describe, analyze or otherwise relate to The Work provided by Disclosing Party under this Agreement.

Recipient understands and agrees that any unauthorized disclosure or use of the information or documents constituting The Work of Disclosing Party (or any part or portion thereof) will result in immediate and irreparable damage and injury to Disclosing Party which cannot be fully compensated in money damages, and that Disclosing Party is entitled to seek immediate injunctive relief against Recipient or any third party to whom Recipient has provided The Work or any part or portion thereof. Recipient further understands and agrees that Disclosing Party shall be entitled to recover its attorney's fees and court costs in any successful action Disclosing Party may bring to enforce the provisions of this Agreement.

The parties understand and agree that entry into this Agreement does not in any way indicate or guarantee that additional agreements or future business or business opportunities will accrue, be made available or otherwise be the subject of future agreements between them.

The obligations of Recipient under this Agreement shall remain in force and effect for a period of five (5) years or such lesser period of time as may be allowed by law. This Agreement shall be construed under the laws of the State of Michigan, U.S.A., and actions to interpret and enforce this Agreement may only be brought in the courts of the State of Michigan, U.S.A.

The parties recognize that Recipient's obligations hereunder to do not apply to information that Recipient can demonstrate was already known to Recipient or was publicly known prior to execution of this Agreement, or which Recipient can demonstrate become publicly known through no fault of Recipient after the execution of this Agreement, or which is divulged to Recipient by third parties who are not bound by agreement or otherwise to Disclosing Party and who obtained or developed the information independently and without the assistance of Recipient or persons acting in concert with Recipient.

The signature of the parties to this Agreement indicates that the parties have read and understand the foregoing, have the right and authority to enter into this Agreement without violating any existing agreements or commitments to others, and agree to be bound by the terms and conditions specified above.

Disclosing Party Signature: _____ Date: _____

Full Name of Recipient: _____

Recipient's Address: _____

Signature on behalf of Recipient: _____

Printed Name: _____

Title: _____ Date: _____