



*The Clear Difference.
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**Crystal Solutions
Agreement Regarding Confidential Information and Intellectual Property**

This Agreement ("Agreement") is made effective between **Crystal Solutions**, of 4465 Commerce Drive, Suite 107, Buford, GA 30518 and ("Employee") _____ of (address)_____.

Crystal is engaged in custom broadcast monitor and control software. Employee is a Crystal employee. In order to carry out his/her employee duties, Employee has represented that he/she will protect the confidential material and information which may be disclosed between Crystal and Employee and has agreed to assign ownership of certain work product to Crystal. Therefore, in consideration of the continued employment of Employee by Crystal and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Employee, the parties agree as follows:

I. TRADE SECRETS AND CONFIDENTIAL INFORMATION.

(a) Crystal may disclose to Employee certain Trade Secrets and Confidential Information (defined below). Employee acknowledges and agrees that the Trade Secrets and Confidential Information are the sole and exclusive property of Crystal (or a third party providing such information to Crystal) and that Crystal or such third party owns all worldwide rights therein under patent, copyright, trade secret, confidential information, or other property right. Employee acknowledges and agrees that the disclosure of the Trade Secrets and Confidential Information to

Employee does not confer upon Employee any license, interest or rights of any kind in or to the Trade Secrets or Confidential Information. Employee may use the Trade Secrets and Confidential Information solely for the benefit of Crystal while Employee is employed or retained by Crystal. Except in the performance of services for Crystal, Employee will hold in confidence and not reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Trade Secrets or the Confidential Information or any portion thereof. Employee agrees to return to Crystal, upon request by Crystal, the Trade Secrets and Confidential Information and all materials relating thereto.

(b) Employee's obligations under this Agreement with regard to the Trade Secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law. Employee acknowledges that its obligations with regard to the Confidential Information shall remain in effect while Employee is employed or retained by Crystal and for three (3) years thereafter. As used herein, "Trade Secrets" means information of Crystal, its licensors, suppliers, customers, or prospective licensors or customers, including, but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of



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efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential, including, but not limited to, future business plans, licensing strategies, advertising campaigns, information regarding executives and employees, and the terms and conditions of this Agreement.

II. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Employee has disclosed (or has threatened to disclose) Trade Secrets and/or Confidential Information in violation of this Agreement, Crystal shall be entitled to restrain Employee from disclosing, in whole or in part, the Trade Secrets and/or Confidential Information. Crystal shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Crystal, Employee shall return to Crystal all written materials containing Trade Secrets or Confidential Information. Employee shall also deliver to Crystal written statements signed by Employee certifying that all materials have been returned within five (5) days of receipt of the request.

IV. OWNERSHIP. For purposes of this Agreement, "Work Product" shall mean the data, materials, documentation, computer programs, inventions (whether or not patentable), and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other property right, created or developed in whole or in part by Employee, whether prior to the date of this Agreement or in the future while employed by Crystal (whether developed during work hours or not). All Work Product shall be considered work made for hire by the Employee and owned by Crystal. If any of the Work Product may not, by operation of law, be considered work made for hire by Employee for Crystal, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in Crystal, Employee hereby assigns to Crystal, and upon the future creation thereof automatically assigns to Crystal, without further consideration, the ownership of all Work Product. Crystal shall have the right to obtain and hold in its own name copyrights, registrations, and any other protection available in the Work Product. Employee agrees to perform, during or after Employee's employment, such further acts as may be necessary or desirable to transfer, perfect, and defend Crystal's ownership of the Work Product that are reasonably requested by

Crystal. Employee recognizes that this Agreement does not require assignment of any Work Product which Employee developed entirely on Employee's own time without using the Company's equipment, supplies, facilities or trade information, unless that Work Product: (a) relates at the time of conception or reduction to practice of the Work Product to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (b) results from any work performed by Employee for the Company. Employee shall disclose to Company all Work Product made by Employee in confidence to permit a determination as to whether or not the Work Product should be the property of the Company.

V. LICENSE. To the extent that any preexisting materials are contained in the materials



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Employee delivers to Company or Company's customers, Employee grants to Company an irrevocable, nonexclusive, worldwide, royalty-free license to: (i) use and distribute (internally or externally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof, and (ii) authorize others to do any of the foregoing.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Trade Secrets and/or Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. GENERAL PROVISIONS. This agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Georgia. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party.

Crystal Solutions

By: _____
Signature
Name _____
Title _____
Date _____

Employee

By: _____
Signature



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Company Policy Regarding the Use of Microcomputer Software

1. Crystal Solutions licenses the use of computer software from a variety of outside companies. Crystal does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines, Crystal employees shall use the software only in accordance with the license agreement.
3. Crystal employees learning of any misuse of software or related documentation within the company shall notify Denise Buffington or legal counsel.
4. According to the US Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$50,000, and criminal penalties, including fines and imprisonment.

Crystal does not condone the illegal duplication of software.

5. The undersigned agrees to release Crystal Solutions of all responsibility for illegally used software programs brought from home or personally installed on his/her machine.

I am fully aware of the software protection policies of Crystal Solutions and agree to uphold those policies.

Employee Signature and Date