

EDA CONSORTIUM CCATS SHARING AGREEMENT

This Agreement is made as of the date of the last signature below (the "Effective Date"), between the EDA Consortium, a California corporation having a place of business at 111 West Saint John Street, Suite 220, San Jose, California and _____ ("Company"), a _____ having a place of business at _____.

1. Purpose. The EDA Consortium and its member companies have decided that the sharing of product export Commodity Classification Automated Tracking System (CCATS) numbers among member companies will promote uniformity of treatment among companies and greater export compliance.

2. Receipt and Use of Classification Information. Classification information received from the EDA Consortium by Company shall be used solely in connection with Company's own export activities with the governmental licensing authorities and for no other purpose.

3. Sharing of own Classifications. As consideration for the receipt of the classification information from the EDA Consortium, Company agrees to periodically, not less than quarterly, provide classification information about its own products to the EDA Consortium in such formats as the EDA Consortium may dictate.

4. No Warranty; Limitation of Liability. ALL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE.

5. Term and Termination. This Agreement shall commence on the Effective Date and shall continue

until terminated by either party for any reason by giving thirty (30) days written notice to the other party. Termination or expiration will not relieve either party from any liability arising from any breach of this Agreement nor relieve either party of their obligations with respect to the classification information. Neither party will be liable to the other for damages of any sort solely as a result of terminating this Agreement in accordance with its terms and termination of this Agreement will be without prejudice to any other right or remedy of either party.

6. Miscellaneous. This Agreement may only be assigned with the written consent of the non-assigning party; such consent shall not be unreasonably withheld. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

EDA Consortium

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____