**Network Security Confidentiality Agreement**

THIS AGREEMENT, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, is by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation with its primary place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "SERVICER"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation with its primary place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "CLIENT").

WHEREAS, SERVICER has agreed to provide diagnostic and support services for CLIENT's computer network (hereinafter the "network");

WHEREAS, CLIENT wishes to grant SERVICER remote access to the network to facilitate SERVICER's performance of said diagnostic and support services;

WHEREAS, CLIENT wishes to restrict SERVICER's access to the network in order to protect CLIENT's valuable confidential and proprietary information; and

WHEREAS, SERVICER recognizes CLIENT's interest in protecting said confidential and proprietary information;

NOW THEREFORE, in exchange for valuable consideration, the sufficiency of which is hereby acknowledged, SERVICER and CLIENT agree as follows:

1. SERVICER's access to the network shall be restricted to the following specific purpose(s):

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2. SERVICER shall enter only the domain(s) or portion(s) of the network required for the purpose(s) listed in Paragraph 1 above.

3. SERVICER shall, at all times, hold in trust and confidence all confidential or proprietary information of CLIENT which is obtained by SERVICER from entering the network. In connection with this obligation, SERVICER further agrees that it shall not, at any time:

(a) use the information for any purpose, except as is necessary to fulfill the specific purpose(s) set forth in Paragraph 1 above;

 (b) make or retain any copies of the information; or

(c) disclose the information to any third party without the express prior written consent of CLIENT.

4. The confidentiality and non-disclosure obligations of SERVICER as set forth in Paragraph 3 above shall extend to all employees, agents, officers and directors of SERVICER, regardless of whether or not said employee, agent, officer or director ever entered into CLIENT's network at any time.

5. It is understood that SERVICER shall have no obligation with respect to any information that is known by SERVICER, developed independently by SERVICER, generally known within the industry prior to date of this Agreement, or which becomes common knowledge within the industry thereafter.

6. SERVICER fully understands that CLIENT is prepared, based upon the representations made in this Agreement, to grant SERVICER remote access to the network, and SERVICER agrees that it shall be subject to damages for any violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above.

SERVICER CLIENT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_