



RFID INDEMNIFICATION AGREEMENT

This RFID Indemnification Agreement (the "Agreement"), is made and entered into this _____ day of _____, _____ (the "Effective Date") between Juniper Systems, Inc., a Utah USA Corporation, incorporated under laws of the State of Utah in the United States of America, with its principal place of business at 1132 West 1700 North, Logan, Utah, 84321 USA (hereinafter referred to as "Juniper"), and _____, with its principal place of business at _____ (hereinafter referred to as "RFID Developer").

NOW, THEREFORE, in consideration of Juniper providing information and/or method to control the RFID reader embedded in Juniper's Products, RFID Developer hereby agrees to terms of this agreement.

OBLIGATION OF JUNIPER

Juniper will provide RFID Developer with information in the form of computer source code and written instructions that will allow RFID Developer to enable the RFID reader embedded within the Juniper Products. This information along with the SDK from ThingMagic, manufacturer of the embedded RFID reader module, will allow the RFID Developer to completely control all features, functions, and settings of the embedded RFID reader, including regional settings, transmit frequency, transmit power level, scan time, and duty cycle.

Juniper hereby grants to RFID Developer the rights to distribute executable computer code based on the computer source code and information provided under this Agreement.

OBLIGATIONS OF RFID DEVELOPER

RFID Developer agrees that all software developed by, or for, the RFID Developer, that will be installed onto the Juniper's Products to control the embedded RFID reader within the Product shall comply with all government regulatory requirements for the country and region of the world the Product with RFID reader will be operated. It is up to the RFID Developer to determine the specific regulatory requirements that must be met to be compliant in that country and region. Some of these regulatory requirements are frequencies used for reading RFID tags, SAR (Specific Absorption Rate), output RF power, and Scan time. Juniper may also specify additional operating parameters necessary to be compliant with regulation in that specific region and limitations of the RFID reader system.

INDEMNIFICATION

RFID Developer assumes all responsibility, including liability, for the safety of the user of Product regarding RF exposure, and compliance with local government regulations in direct relationship with the RFID reader, and will indemnify Juniper from all claims related to RFID operation of Products where the RFID reader is being controlled by RFID Developer's software, for as long as Products with RFID Developer software is in use.

NON-DISCLOSURE

RFID Developer hereby agrees and understands that the information and computer source code that Juniper supplies to RFID Developer under the terms of this Agreement is to be considered Confidential Information and the

sole and exclusive property of Juniper. RFID Developer therefore agrees that it will not disclose the Confidential Information at any time either during, or subsequent to, the term of this Agreement, to a third party, unless RFID Developer shall secure the written consent of Juniper to such disclosures. RFID Developer agrees to secure a non-disclosure agreement from employees and agents to whom copies of this Confidential Information of Juniper are given.

TERM

This Agreement shall be in force from the date hereof and shall thereafter remain in force until this Agreement is terminated by either party by written notification at least 90 days prior to termination.

TERMINATION

Upon termination of this Agreement for any reason, RFID Developer shall return or destroy all files, documents, and other media (and all copies and reproductions thereof) in its possession or control which contains or pertains to the Confidential Information. The Indemnification clause and the Non-Disclosure clause of the Agreement will survive termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, USA.

CONFLICT OF LAWS

In the event Juniper shall become aware of any law or regulation in the Territory which would or could be in conflict with the terms of this Agreement, Juniper shall immediately notify RFID Developer in writing of such law or regulation, and such conflicting provision shall be deemed not to be a part of this Agreement and such conflicting provisions shall be renegotiated in good faith by the parties hereto to comply with such law or regulation.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

ASSIGNMENT

It is hereby agreed that this Agreement is personal to RFID Developer and that RFID Developer shall not assign, sell, license, or otherwise transfer to any person or entity, any of the obligations, responsibilities, rights, privileges, and interests which are set forth and established by this Agreement.

IN WITNESS WHEREOF, RFID Developer has executed this Agreement on the effective date above written, by an agent of the company that has authority to bind the company by contract.

Name of RFID Developer (Print)

Signature

Name of person signing (Print)

Title of person signing (Print)

Date