

Policy and Agreement Concerning Ideas Submitted by Persons Outside of Freightgate, Inc., Uptime, and/or EDIIdeas, Inc.

Policy

New Product Ideas are important to Freightgate. While we employ a staff of developers and programmers to create new products for us, we are also receptive to offers of rights of new ideas from certain sources outside the Company. We receive many unsolicited outside ideas and have found that most of these are not new and often are either concepts which are already in the public domain or are the same or similar to ideas developed by our own staff. For these reasons, and in order to avoid any disagreements, Freightgate reviews outside ideas only according to the conditions of the agreement below.

Our policy is founded in our desire to preserve our rights (a) in the previous and current ideas and developments of our own staff, (b) to use anything in the public domain, and (c) to defend against patents and other intellectual property claims which we believe to be invalid. We also wish to avoid uncertainty or disagreement as to what is disclosed to us.

If for any reason, this form does not accompany such ideas, you agree that:

1. your ideas will automatically become the property of Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. without compensation to you, and
2. Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. can use the ideas for any purpose and in any way, even give them to others.

Agreement

Our policy requires that we accept outside submission only when accompanied by a signed copy of this Agreement and further that we accept only such matter as is reduced to writing, dated, and signed by you and acknowledged by us. Please understand that it is necessary for us and for your protection to retain a record of your disclosure for our files.

1. The disclosure must be understood to be purely voluntary and no confidential relationship is to be established by such disclosure or implied from our consideration of the submitted material, and the material is not to be considered submitted "in confidence".
2. No obligation of any kind is assumed by, nor may be implied against Freightgate, Inc., Uptime, and/or EDIIdeas, Inc., unless and until a formal written contract is executed by an officer of Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. have no obligation to compensate you for any damage which may occur in shipment. Any claims for loss or damage occurring during shipment should be filed directly with your transportation company.
3. We assure you that we intend to deal fairly with you in connection with your disclosure. You must understand and agree that in return for receipt and examination of your disclosure, we are released from any liability in connection with our use or disclosure to others of any portion of your disclosure. You agree that Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. alone shall determine whether compensation shall be paid, and if paid, the amount of such compensation.
4. Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. may find it necessary to disclose the submission to individuals or companies outside our employment for their opinion and a thorough evaluation of your idea. Consequently, Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. can not agree to maintain your disclosure in confidence, but may make a reasonable effort to advise you of any further dissemination of your idea.
5. The name and a brief description of the product idea, in clear and simple terms, should be written in the designated areas. Our review of your idea and/or an offer to negotiate with you is not an admission of novelty, priority or originality and does not prejudice our rights to contest any existing or future patent, copyright, trademark, trade secret or other proprietary rights claimed for the idea by you or others. All features which you believe to be unique or points of differentiation must be outlined in this form, and this area must be completed in full for your submission to be eligible for review and evaluation by Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. Any form received without this information will be returned for completion.
6. No employee or representative of Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. is authorized to solicit any disclosure or any other act to make any representations from which any relationship may be implied other than that expressed in this document.

7. Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. will attempt to notify you of our interest promptly following receipt of this signed document and accompanying information. If we indicate no interest at all, submitted information will be returned upon request.

I accept all terms and conditions of the above agreement as the basis for submitting my ideas to Freightgate, Inc., Uptime, and/or EDIIdeas, Inc. and ask you to consider them.

Name of submission:

Brief description of disclosure:

Unique feature(s) or point(s) of differentiation:

Signature

Print Name

Date

Title

Company

Address

Please keep one copy of this agreement and send one signed and dated copy together with any materials you wish to have us consider (along with a detailed packing list) to:

Freightgate, Inc.
15061 Springdale St.
Suite 111
Huntington Beach, CA 92649