

EXHIBIT A

Google Mutual Non-Disclosure Agreement

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This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Google Inc., for itself and its subsidiaries and affiliates ("Google"), and "Participant" identified below, individually referred to as a "Party" and collectively referred to as the "Parties". The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose"). The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is 02/27/2007.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and (f) information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"): (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this Agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or (b) make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be

disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement shall survive with respect to Confidential Information that is disclosed before the effective date of termination.
9. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
10. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.
11. No Party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose as set forth in this Agreement.
12. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
13. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of Google.
14. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.
16. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within Santa Clara County, California.

Google Inc.

By: _____
 Name: _____
 Title: _____
 Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043
 Date: ____/____/____

Participant:

LimitNone LLC
 By: Raymond J. Glassmann
 Name: Raymond J. Glassmann
 Title: President
 Address: 1059 S. Windhill Drive, Palatine, IL 60067
 Date: ____/____/____

EXHIBIT B

GOOGLE ENTERPRISE PROFESSIONAL AGREEMENT

THIS GOOGLE ENTERPRISE PROFESSIONAL AGREEMENT ("Agreement") is made as of March 8, 2007 (the "Effective Date") between Google Inc., a Delaware corporation, with its offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 USA ("Google"), and LimitNone LLC, a(n) Illinois corporation, with its offices at 2033 Milwaukee Avenue, Suite 225 Riverwoods, IL 60015 ("Company").

1. Google Enterprise Professional ("GEP") Program. Subject to the terms of this Agreement, Company shall participate in the Google Enterprise Professional Program (the "Program") pursuant to which it will license certain Google Enterprise Products which may include hardware, software and documentation (collectively "Products") or subscribe to certain Google-hosted services ("Hosted Services") and obtain technical services and training in order to assist Company in developing its own products and services which work in conjunction with the Products and Hosted Services. Company shall further meet the training and support requirements set forth herein and upon completion and maintenance of the certifications requirements set forth herein, Company shall be appointed a certified "Google Enterprise Professional".

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6. **Confidential Information.** In connection with performance of its obligations hereunder, a party may have access to information that the other party considers confidential and/or proprietary ("Confidential Information"). Confidential Information shall be limited to pricing, the terms of this Agreement and the discussions, negotiations and proposals related thereto and other information clearly and conspicuously identified as "confidential". Company acknowledges that the Product's source and object code remains a confidential trade secret of Google and/or its licensors and that Company is not entitled to review either the Product's object code or the source code for any reason at any time. Each party agrees to hold the other party's Confidential Information in confidence for a period of five (5) years from the date of disclosure. Neither party will disclose nor cause to be disclosed any Confidential Information of the other, except to those employees, agents, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information. Furthermore, each party agrees to be responsible for any act and/or omission of any employees, agents, representatives, or contractors in breach of this Section. Each party shall protect the Confidential Information disclosed by the other party by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized third parties. A party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and was not obtained either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on Recipient's disclosure; or (iv) is independently developed by the other party without violation of this Agreement. Each party may disclose Confidential Information solely as needed to comply with a court order, subpoena, or other government demand (provided that it first notifies and gives the disclosing party the opportunity to challenge such court order, subpoena, or government demand). Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section 6.

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9. **Miscellaneous.** Company may not assign or otherwise transfer Company's rights or delegate Company's obligations under this Agreement, in whole or in part, without the prior written consent of Google. Any attempted assignment in derogation hereof shall be null and void. The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create an agency, partnership, or joint venture between the parties hereto. Both parties shall be responsible for performing their respective obligations as set forth herein. Upon termination or expiration, the following Sections of this Agreement will survive: 2(a), 4, 5, 6, 7, 8 and 9. This Agreement and any claim or dispute of whatever nature arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, without giving effect to any choice of law principles that would require the application of the laws of a different state. Company and Google agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches. Any notice given under this Agreement shall be in writing and in the English language and shall be delivered by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed given upon acknowledgment of receipt. All notices to Google must be sent to the attention of Google as set forth in this Agreement or to any other address Google specifies in writing, provided that a courtesy copy shall also be sent to the attention of the Google Legal Department for all legal notices. Notices to Company shall be sent to the address set forth above or to any other address Company specify in writing. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and internet disturbances. This Agreement and the terms or other provisions located at any Google uniform resource locators (URLs) referenced pursuant to this Agreement (which are all incorporated herein by reference), constitutes a complete, absolute integration and the entire agreement between the parties hereto relating to the subject matters of this Agreement, and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing, and all contemporaneous oral communications, and any terms contained in any related purchase order(s) or other documents pertaining to the subject matter of this Agreement shall be null and void. This Agreement may be modified only in writing signed by both parties. The parties may treat faxed documents as originals; however, this shall not preclude either party from requiring the exchange of original signatures.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Google Enterprise Professional Agreement as of the Effective Date written above.

GOOGLE INC. COMPANY: LimitNone LLC
 By: David J. Girouard By: Raymond J. Glassmann
 Print Name: David J. Girouard Print Name: RAYMOND J. GLASSMANN
 Title: VP and General Manager, Enterprise Title: RESIDENT
 Date: 03/09/2007

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GOOGLE ENTERPRISE PROFESSIONAL AGREEMENT ORDER FORM

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Order Form to the Google Enterprise Professional Agreement as of the Effective Date written by Google below.

GOOGLE INC.

COMPANY: Limitone LLC

By:

By:

Print Name:

Print Name:

Title:

Title:

Order Form Effective Date:

Date:

David Girouard
VP and General Manager, Enterprise
Google, Inc.

Raymond Glassmann
RAYMOND J GLASSMANN
PRESIDENT
03/09/2007

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