



**PROPRIETARY INFORMATION
NON-DISCLOSURE AGREEMENT
Agreement No. 18-2582**

1. In order to protect certain administrative, financial, scientific, technical, or trade secret information called "Proprietary Information," HARRIS CORPORATION, a Delaware corporation, through its Communication Systems Segment, having a place of business at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501-6952 (hereinafter "HARRIS") and:

County of Monterey, CA, having a place of business at 1590 Moffett Street., Salinas, CA. 93905 (hereinafter sometimes referred to as "COMPANY A");

ii. IPKeys Technologies LLC, having a place of business at 12 Christopher Way, Eatontown NJ 07724 (hereinafter sometimes referred to as "COMPANY B");

mutually agree as follows:

2. HARRIS shall be: both a Disclosing Party and a Receiving Party
- COMPANY A shall be both a Disclosing Party and a Receiving Party
- COMPANY B shall be both a Disclosing Party and a Receiving Party

3. The primary representative of each party responsible for coordinating disclosure or receipt of Proprietary Information is:

HARRIS		COMPANY A	
(POC name)	<u>John Casler</u>	(POC name)	<u>THOMAS MONTOYA</u>
(title)	<u>Product Mgr.</u>	(title)	<u>IT Mgr. County of Monterey</u>
(phone)	<u>434-455-9576</u>	(phone)	<u>831.796.6433</u>
(e-mail)	<u>John.casler@harris.com</u>	(e-mail)	<u>montoyatl@co.monterey.ca.us</u>
		COMPANY B	
		(POC name)	<u>Mike Hoover</u>
			<u>VP, Public Safety Municipalities</u>
		(title)	<u>IPKeys Technologies LLC</u>
		(phone)	<u>847-875-3700</u>
		(e-mail)	<u>mhoover@ipkeys.com</u>

HARRIS, COMPANY A and COMPANY B may be referred to individually as a "Party" or together as "Parties."

4. The party receiving the Proprietary Information shall make use of the Proprietary Information concerning the following specific purpose(s) to be used solely for the purpose of exploring or maintaining a future or current contractual relationship between the parties:

Sharing of technical data, drawings, network configurations, etc. related to the County of Monterey P25 public safety system provided by Harris.

5. This Agreement pertains only to the Proprietary Information that is disclosed during the term of this Agreement.

6. **Obligation of Confidentiality.** Each party receiving Proprietary Information under this Agreement shall maintain the information in confidence in accordance with the terms of the Agreement for a period of three (3) years from the date the Agreement expires or otherwise terminates.

7. **Identification/Marking of Proprietary Information.** Proprietary Information disclosed in tangible form shall be identified with an appropriate marking such as PROPRIETARY, CONFIDENTIAL or any other similar legend. If such information is disclosed either orally or visually, it must be identified as proprietary prior to disclosure, reduced to tangible form otherwise in compliance with this Agreement and furnished to the Receiving Party within thirty (30) calendar days of the original disclosure. Unless otherwise specified, Proprietary Information disclosed to one Receiving Party under this Agreement is considered to be disclosed to the other Receiving Parties without further approval required. If a Disclosing Party intends to limit disclosure to only a subset of the parties to this Agreement such limitation must be clearly marked (e.g., PROPRIETARY - FOR DISCLOSURE TO HARRIS AND COMPANY B ONLY), in which case Receiving Parties are obligated to limit distribution as specified.

8. **Responsibilities of the Parties.** The Receiving Party shall not disclose Proprietary Information to any third party individual, corporation, or other entity, including its parent or affiliate without the prior written consent of the Disclosing Party. The Receiving Party shall limit the circulation and disclosure of the Proprietary Information within its own organization to its employees or agents (legal counsel, insurers and similar third parties) having a "need to know" the Proprietary Information for the purpose set forth in this Agreement. In addition, the Receiving Party shall ensure that its employees or agents are informed of the Proprietary nature of such information and agree to and are required to observe the provisions of confidentiality set forth herein. The Parties acknowledge and agree that it may be determined by HARRIS, as the intended prime contractor, that additional team members are necessary in order to submit a winning proposal for the program. In such case, any such team member shall become a Party to this Agreement upon the execution of a document containing terms that are substantially comparable to those herein. Addition of such team member as party to this Agreement shall be at the discretion of HARRIS.

9. **Reasonable Care.** The Receiving Party shall protect the disclosed Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, that the Receiving Party uses to protect its own Proprietary Information. A Receiving Party shall notify the affected Disclosing Party in writing immediately upon the occurrence of any unauthorized release of Proprietary Information, whether inadvertent or otherwise, and shall use reasonable efforts to prevent or limit any further dissemination of such Information.

10. **Excluded from Proprietary Information.** Except as required by applicable federal, state or local law or regulation, the term "Proprietary Information" as used in this Agreement shall not include information that is: (a) established by the Receiving Party to have been known by it at the time of receipt and reduced to written form; (b) published or otherwise becomes generally known through no wrongful act of the Receiving Party; (c) received from a third party without similar restrictions and without breach of the restrictions within this Agreement; (d) independently developed by the Receiving Party prior to receipt of the Proprietary Information; (e) furnished to a third party by the Disclosing Party without a similar restriction on the recipient's rights; or (f) approved in writing for release by the Disclosing Party.

11. **Compelled Disclosure.** In the event that the Receiving Party (or any of its Representatives) is compelled by court order to disclose any Proprietary Information, the Receiving Party shall promptly notify the Disclosing Party of such request, so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party agrees to reasonably cooperate with the Disclosing Party in responding to such request or requirement and to protect the confidential nature of the Proprietary Information. In the event that a protective order or other remedy is not obtained by the Disclosing Party, the Receiving Party agrees to disclose only the required portions of the Proprietary Information and to retain the PROPRIETARY/CONFIDENTIAL marking on such information. Additionally, the Receiving Party shall exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to such information.

12. **Warranty Disclaimer.** ALL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM THE RECEIVING PARTY'S USE OF OR RELIANCE ON INFORMATION DISCLOSED HEREUNDER.

13. **No Implied Rights, License or Relationship.** No Patent, Copyright, Trademark, or License, express or implied, in the information is granted to the Receiving Party other than to use the information in the manner and the extent authorized by this Agreement. In addition, under this Agreement, neither party has an obligation to: (a) purchase any services or item from the other party, (b) deal exclusively with the other party in any field; nor (c) offer for sale products using or incorporating the Proprietary Information. The parties do not intend that an agency, partnership, team or joint venture relationship be created between them by this Agreement.

14. **Copies and Return of Information.** All Proprietary Information delivered by either party to the other pursuant to this Agreement shall be and remain the property of the Disclosing Party. All such Proprietary Information including the copies made thereof is and shall remain the sole property of the Disclosing Party and, at the Disclosing Party's option and written request, shall be promptly returned to the Disclosing Party or destroyed upon expiration or other termination of this Agreement.

15. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither party shall assign or in any manner transfer its rights or obligations under this Agreement without the prior written consent of the other. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party. For the purposes of this Agreement, a corporate name change does not constitute an assignment.

16. **Non-Solicitation.** Neither Party shall recruit, solicit, or otherwise attempt to hire or hire, directly or indirectly, the employees of the other during the term of this Agreement without the prior written permission of the other Party. This restriction shall not apply to any employee who voluntarily seeks employment with the other Party on their own initiative or in response to employment advertisements in a newspaper, trade publication or other public commercial media.

17. **Remedies.** Receiving Party acknowledges and agrees that upon any breach or any threatened breach of this Agreement with respect to the use or disclosure of a Disclosing Party's Proprietary Information, the Disclosing Party may be entitled to seek appropriate equitable relief in addition to remedies it might have at law.

18. **Term and Termination.** Unless otherwise extended or terminated, this Agreement shall expire three (3) years from the Effective Date of this Agreement. This Agreement may be terminated earlier with respect to any Party upon such Party giving thirty (30) calendar days' written notice to the other Party. However, expiration or termination shall not affect the rights and obligations of the Parties with respect to Proprietary Information disclosed during the term of this Agreement.

19. **Notices.** All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed to the Signatory in Section 24, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.

20. **Compliance with Export Regulations.** The Receiving Party represents that no technical data furnished to it by a Disclosing Party shall be disclosed to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with the Receiving Party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or the ITAR and EAR.

(a) Where the Receiving Party is a foreign (non-United States) company:

The Receiving Party understands that no technical data which would require US export approval shall be furnished to it by the Disclosing Party unless the Disclosing Party has obtained the necessary export control approved licenses issued by the United States Government. Furthermore, the Receiving Party represents and warrants that, to the extent that licensed technical data is furnished by the Disclosing Party, it shall not be disclosed by Receiving Party to any third party not covered under the terms of the US Government export license. The Receiving Party shall indemnify and hold the Disclosing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or the terms of the export license. Nothing herein shall compel the Disclosing Party to furnish any technical data.

(b) ITAR Registration, PART 122:

Any Party, as identified herein, who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the Directorate of Defense Trade Controls. As defined in ITAR subchapter 122.1(a) (22 CFR 122.1, as amended from time to time) engaging in the business of manufacturing or exporting defense articles or furnishing defense services requires only one occasion of manufacturing or exporting a defense article or furnishing a defense service. Manufacturers who do not engage in exporting must nevertheless register. Refer to the Department of State website www.pmddtc.state.gov for more detailed information relative to the Party's obligations under this ITAR regulation.

Failure, by either Party, at any time, to comply with this clause, in part or in its entirety, shall result in the immediate cessation of any and all discussions between the Disclosing Party and the Receiving Party as it relates to the Permitted Activities as defined herein.

21. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of New York, exclusive of its conflict of law provisions. Jurisdiction and venue shall lie in the County of Monroe, for all causes of actions arising under this Agreement.

22. **Severability.** In the event that any provision of this Agreement shall be unenforceable or illegal, such provision shall be severed; and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision which most nearly affects the intent of the parties in entering into this Agreement.

23. **Entire Agreement/Modification.** This Agreement states the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements whether oral or in writing are merged herein and superseded hereby. No alteration, modification, release or wavier, of this Agreement or any of the provisions herein shall be effective unless agreed to in writing and executed by both parties.

24. **Signature Authority and Execution.** The persons signing this Agreement have the authority to bind and sign on behalf of their respective parties. This Agreement may be executed in any number of counterparts, including facsimile signatures which shall be deemed as original signatures.

HARRIS CORPORATION
COMMUNICATION SYSTEMS

Sign: _____
Name: John Simmons
Title: Manager, Commodity Management
E-Mail: john.simmons@harris.com
Date: _____

COUNTY OF MONTEREY

Sign: _____
Name: Eric A. Chatham
Title: Director of Information Technology
E-Mail: ChathamEA@co.monterey.ca.us
Date: _____

IPKEYS TECHNOLOGIES LLC

Sign: 
Name: David Reynolds
Title: Senior Contracts Manager
E-Mail: dreynolds@ipkeys.com
Date: 30 May 2018