

NON-DISCLOSURE AGREEMENT
BETWEEN

AND

This agreement is entered into on the _____, between _____, having a place of business at _____ and L-3 Communications Corporation, Telemetry-East Division, (herein referred to as L3TE) and having a place of business at 1515 Grundy's Lane, Bristol, PA 19007.

WHEREAS certain Proprietary Technical data and/or Proprietary Intellectual Information may be provided, furnished, exhibited, disseminated, and/or discussed between parties regarding _____, the parties agree to the following:

1. The party furnishing the Proprietary Information will be referred to as the "Disclosing Party" and the party receiving the Proprietary Information will be referred to as the "Receiving Party".
2. PROPRIETARY INFORMATION is defined as any information, either written or oral, originated by or peculiarly within the knowledge of the Disclosing Party that is not generally available to others. PROPRIETARY INFORMATION shall include both business and technical information, including but not limited to, business plans, products plans, proposals, proposal plans and information, technical specifications, test results, process and fabrications information, drawings, manuals, and technical presentations. Such information shall be identified prior to disclosure with an appropriate marking or identification such as PROPRIETARY, CONFIDENTIAL, LIMITED RIGHTS, RESTRICTED RIGHTS, PRIVATE or TRADE SECRET. If such information is disclosed orally or visually, then to receive the protection pursuant to this Agreement such PROPRIETARY INFORMATION must be reduced to tangible form otherwise in compliance with the Agreement and furnished to the Receiving Party within thirty (30) business days of the original oral or visual disclosure. ALL PROPRIETARY INFORMATION shall remain the property of the Disclosing Party and shall be returned, together with all copies thereof, upon termination of this Agreement or upon the written request of the Disclosing Party.
3. Information shall NOT be considered to be PROPRIETARY INFORMATION or otherwise subject to protection pursuant to this Agreement if such information:
 - a. Is established by the Receiving Party to have been known by it at the time of receipt; or
 - b. Is published or otherwise becomes generally known in the trade through no wrongful act of the Receiving Party; or
 - c. Is received from a third party without similar restrictions and without breach of this Agreement; or
 - d. Is furnished by the Disclosing Party to others without similar restrictions, or to the Government with "unlimited rights"; or

- e. Is approved for release by written authorization of the Disclosing Party; or
 - f. Is not identified as PROPRIETARY INFORMATION in accordance with this Agreement; or
 - g. Is disclosed by inspection of the product itself after the product has been disclosed or sold; or
 - h. Is independently developed by the Receiving Party without resort to the PROPRIETARY INFORMATION.
4. The Receiving Party agrees to disclose such PROPRIETARY INFORMATION only to its employees having a need to know and not to any third parties or consultants, and agrees to use such information only for the purposes contemplated by this Agreement as set forth above.
 5. The primary but non-exclusive points of contact for the transmission and control of PROPRIETARY INFORMATION subject to the protection of this agreement are:

L-3 Communications Corporation
Telemetry-East

Attn:
Title:
Tel #
Address:

Attn:
Title:
Tel. #
Address: 1515 Grundy's Lane
Bristol, Pa. 19007

6. Either party may change its points of contact by written notice to the other party.
7. The Receiving Party shall not be liable for disclosure of such information pursuant to judicial action or governmental regulations or requirements, provided that the Receiving Party notifies the Disclosing Party of the need for such disclosure within a reasonable time before such disclosure is required; and upon written request and at the expense of the Disclosing Party shall cooperate in contesting such disclosure; or for unauthorized disclosure or use of such information by the Receiving Party, provided that the Receiving Party exercises the same degree of care to preserve and safeguard its own PROPRIETARY INFORMATION and that the Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosures or use and shall take additional steps necessary to prevent further unauthorized disclosure or use.
8. This Agreement shall apply to PROPRIETARY INFORMATION received or disclosed pursuant to this Agreement, in whole or in part, for a period of 5 years of the effective date (unless the Agreement is terminated by mutual agreement of the parties prior thereto). The protection afforded by this Agreement for such PROPRIETARY INFORMATION shall continue notwithstanding any such termination of this Agreement.
9. The Receiving Party represents and warrants that technical data furnished to it by the Disclosing Party shall not be disclosed to any 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 Regulations as amended (22 C.F.R. Parts 120 - 130) and the Export Administration Act, as amended (15 C.F.R. Parts § 730 - 774). 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 International Traffic in Arms Regulations and the Export Administration Act, to the extent provided by law.

10. The parties agree that this Agreement shall be deemed to have been executed in, governed by, and interpreted in accordance with the laws of Delaware, without regard to the choice or conflict of law provisions thereof.
11. This Agreement contains the entire understanding between the parties relative to the protection of PROPRIETARY INFORMATION and supersedes all prior and collateral communication, reports and Understandings, if any, between the parties. No changes, modifications, alterations, or additions to any provision hereof shall be binding unless reduced to writing and signed by the parties hereto. This Agreement shall apply in lieu of and notwithstanding any specific legend or statements associated with any PROPRIETARY INFORMATION, and the duties of the parties shall be determined exclusively by the terms and conditions of this Agreement.
12. No other rights or obligations other than those expressly recited herein are to be implied by this Agreement with respect to patents, trademarks, inventions, and trade secrets. Specifically, no license is granted, either directly or indirectly, under any patent owned by the Disclosing Party. Terms and Conditions of this Agreement shall be binding on the successors and/or assigns of the parties, if applicable, as well as subcontractors, all of whom shall complete non-disclosure agreements.
13. Through the receipt and use of PROPRIETARY INFORMATION furnished pursuant to this Agreement, Both Parties accept this Agreement in its entirety.

For:

For: L-3 Communications Corporation,
Telemetry-East

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date: