

Prepared (also subject responsible if other) EDAVPAM	No. DAB/EMC NDA 12.08.14	

NDA Confidentiality Clause

Confidentiality:

Each party agrees that all confidential documents, work, product and information (including all computer code, internal photographs of products, block diagrams, schematic diagrams, technical and/or user manuals, related materials, and the existence of this Agreement) received or otherwise obtained from the other party pursuant to this Agreement, whether before or after the Effective Date, will be, and will be deemed to have been, received in confidence and will be used only for the purpose of carrying out the obligations of, or as otherwise contemplated by, this Agreement. In addition, each party agrees that public access to all confidential equipment supplied will be restricted either by installation of the equipment in a restricted area or by physically securing the equipment by other means, including, but not limited to, using a key-lock that can only be opened by authorized personnel. Without the other party's prior written consent, neither party may disclose any such information to any third party or grant access to the confidential equipment to any unauthorized person, and each party will disclose such information only to such of its officers, employees and agents that have a need to know such information for the purposes contemplated hereby. However, the provisions of this Section will not apply to any such information that (i) is or becomes generally available to the public without the fault or negligence of either party, (ii) is already in the possession of the receiving party without being subject to another confidentiality obligation, (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not bound by a confidentiality obligation of the disclosing party, (iv) is required to be disclosed pursuant to an arbitration proceeding conducted in accordance with this Agreement, or (v) is required to be disclosed pursuant to a requirement of any governmental authority or any statute, rule or regulation; provided that the party required to disclose such information of the other party provide to the other party notice of such requirement of any such disclosure and cooperates with the other party to prevent or restrict any such disclosure to the extent allowed by applicable law.