kontron
EMBEDDED COMPUTERS

A Kontron Company
Modular Computers

NON-DISCLOSURE-AGREEMENT

Sales Office:	PEP-USA, Pittsburgh, PA, USA
Sales Person:	Dan Call / Jeff Laskowski
Related Product:	CP303 / CP312 / VM62

Customer information:

Company Name:	Jet Propulsion Laboratories		
Department:	Telerobotics Research and Applications Group		
Contact person:	Won S. Kim or Issa Nesnas (Task Manager)		
Position of contact person:	Engineer		
Address:	4800 Oak Grove Drive, Pasadena, CA		
Postal Code:	91109	Country:	USA
Phone:	818-354-5047	Fax:	818-393-5007
E-Mail:	won.s.kim@jpl.nasa.gov		
Project name:	Rover Autonomy Project		

Non Disclosure Agreement

Application (area):	Use PEP boards running on Tornado/VxWorks for Rover Autonomy Project at JPL. We have a couple of rover platforms and are adding bench-top test systems for research and development. The s/w architecture demands advanced C++ features such as templates, name space, STL, exceptions, etc. We are upgrading Tornado/VxWorks to Tornado 2.02, which comes with gnu2.7.2 C++ compiler. WindRiver won't provide Tornado 2.2 with gnu2.96 until the Summer. However, the project really need gnu2.95/96 C++ compiler that supports templates, name space, STL, etc. Therefore, we are planning to use gnu2.95 compiler running on Tornado2.02. For this reason, we will need the source codes for re-compilation.

Non Disclosure Agreement

This agreement is made by and between PEP Modular Computers GmbH, a corporation organized and existing under the laws of Germany having an office at Kaufbeuren, Germany (hereinafter referred to as "PEP"), and the above mentioned company (hereinafter referred to as "COMPANY").

1.) The purpose of this agreement is to facilitate the exchange of technical and commercial data and/or information, relating to (a) PEP product(s) as named above, until signature of a superseding agreement on subject matter which will include all relevant confidentially regulations, but latest during a period of 5 (five) years.

2.) The technical and commercial data and information exchange hereunder between the parties includes all written material or things and oral disclosures.

3.) The parties hereby agree as follows:

a) To make use of the other's technical and commercial data and information only for the purpose contemplated by this agreement.

b) For a period of 5 (five) years from the date of this agreement - if not replaced by a superseding agreement - information that was received from PEP in compliance with Paragraph 2 will be safeguarded as the proprietary property of the disclosing party. The COMPANY will not use the information for any purpose other than that contemplated by this agreement, nor will it disclose the information to a third party except to the extent that it can be shown:

b.a) to have been within the public domain at the time it was disclosed or to have fallen within the public domain except through breach of the agreement; or

b.b) to have been in the possession of the recipient at the time of receipt from the other party; or

b.c) to have been developed independently by the recipient; or

b.d.) to have been independently received by the recipient from a third party with no obligation to the disclosing or third party with respect thereto; or

b.e) to have been disclosed pursuant to the requirement of a governmental agency or disclosure is permitted by operation of law; or

b.f) is approved for release by written authorization of the disclosing party.

4.) Neither the execution of this agreement nor the furnishing of any information hereunder shall be construed by either party as granting any license under any trade secrets, copyrights, or patents now or hereafter owned by or controlled by the party furnished the information, or under any trade secrets, copyrights, or patents in which the party furnishing the information is now licensed.

5.) This agreement shall not be construed by either party in any manner to be an obligation to enter into a subsequent contract or to result in any claim whatsoever by one party against the other party for reimbursement of cost for any effort expended hereunder.

6.) It is agreed by both parties that this agreement, when duly executed by both parties,

Non Disclosure Agreement

is the only existing agreement between the parties concerning the exchange of data and information described and for the purpose specified herein above and that this agreement supersedes any and all other agreements, written, oral, or otherwise. It is further agreed that no modification to this agreement shall be binding on either party unless such modification is in writing and is signed by a duly authorized member of each parties.

7.) Technical and commercial data and information shall not be copied or reproduced without the expressed written permission of PEP. It is agreed by both parties that the complete log and all copies of the data and proprietary information received under this agreement will be returned to the disclosing party or certified as destroyed upon termination of this agreement.

8.) This agreement shall terminate upon signature of any superseding agreement including detailed confidentially regulations, but latest within 5 (five) years from the date of this agreement unless extended by mutual written agreement, but may be terminated prior to that time as to receipt of further information by PEP.

9.) The COMPANY shall not assign or transfer any of it's rights or obligations hereunder without prior written consent of the other party hereto, except to a successor in ownership of substantially all of the assets of the assigning party if the successor in ownership expressly assumes in writing the terms and conditions of this agreement. Any attempted assignment without written consent will be void.

10.) The recipient shall not be liable for inadvertent, accidental, unauthorized, or mistaken disclosure by it's employees of information obtained pursuant to this agreement, provided that:

a) the recipient at least uses the degree of care of a prudent businessman to protect the proprietary information disclosed to him, and

b) upon discovery of such disclosure, shall endeavor to prevent further disclosure or use.

11.) Nothing in this agreement shall grant to either party the right to make commitments of any kind to or on behalf of the other party without the prior written consent of the other party.

12.) This agreement shall be governed by the laws of the Federal Republic of Germany. Place of jurisdiction shall be Kaufbeuren.

13.) NO SUPPORT will be given for compailation errors.

Date: _____

Signature Company: _____ Signature PEP: _____

Non Disclosure Agreement