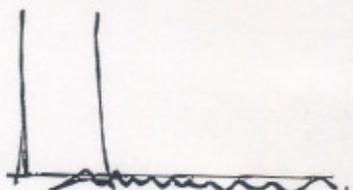




- 6.) It is agreed by both parties that this agreement, when duly executed by both parties, is the only existing agreement between the parties concerning the exchange of data and information described and for the purpose specified herein above and that this agreement supersedes any and all other agreements, 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.

Date: Mar 4, 2002

Signature Company: _____

Signature PEP: 

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 needs 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 furnishing 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.

Non Disclosure Agreement

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telos

This contract is made between telos EDV Systementwicklung GmbH, Schlüterstr. 16, 20146 Hamburg, Germany and NASA Jet Propulsion Lab, 4800 Oak Grove Drive, 91109 Pasadena, USA.

1. The NASA Jet Propulsion Lab receives from telos via Internet:
 - All source code which is currently used to drive the Tracii400 board in master mode except for the TraciiTalk application. Sources will include library code as well as driver sources for Windows NT. Source code is either C or C++.
 - Parts of a document (in the form of a master's thesis paper) describing the hardware interface to the Tracii400 board.
 - Total of one day of phone support on this code on demand.
2. NASA obtains the right to freely use this code to develop Tracii400-based applications for use in NASA projects except for applications which implement an I²C bus tracer application equal or similar to the telos TraciiSpy product.
3. NASA agrees not to:
 - Make this source code and documentation available to third parties under any circumstances without the prior written consent given by telos.
 - Sell applications developed with the material mentioned under 1 as I²C development tools.
4. The license fee is Euro 4,500 (four thousand five hundred). It will be paid to telos after delivery of the material mentioned in section 1 within 10 days by wire transfer to the telos account Bank:Postbank, Bank Code:BLZ 20010020, Account: #46306203, SWIFT: PBNKDEFF200, Bankaddress: Ueberseering 26, 22297 Hamburg, Germany. Bank charges are carried by NASA.
5. NASA has been advised that Tracii400 and all related software is not intended to be used in life support, military, nuclear or other applications where a failure of the application can cause severe injuries, death or environmental damages, telos gives explicitly no liability whatever if Tracii400 and / or related software should be used in such applications.
6. Tracii400 is intended to be test equipment. The liability is limited to the maximum extent possible by law.

Date Signature

Authorized telos representative

Date Signature

Authorized NASA representative