

**LONG-TERM CONFIDENTIALITY FOR INTERNAL PHOTOS, BLOCK DIAGRAM, SCHEMATICS,
OPERATIONAL DESCRIPTION**

KDB 726920 D01 "Equipment Authorization Confidentiality Request Procedures" Section II 2) Exhibits that an applicant can request under Long-Term Confidentiality are as follows:

- a) Schematics
- b) Block Diagrams
- c) Operational Descriptions
- d) Parts List/Tune-up Info

KDB 726920 D01 "Equipment Authorization Confidentiality Request Procedures" Section II 3) The internal photos and/or user's manual exhibits may be given Long-Term Confidentiality under the following special conditions :

a) Internal photos

1. May be held confidential if the circuit board or internal components are not accessible to users. For example, it is acceptable if the circuit board is enclosed in epoxy.

2. Also, it is acceptable if the device is not accessible to the public, for example, a device mounted on the top of a large tower (or in a fenced enclosure) such that it is only serviceable by professional designated technicians under a Non-Disclosure Agreement (NDA). All sales for these devices must be under a NDA restricting the disclosure of the propriety information, including internal photos.

b) User's manual may be held confidential only when the manual contains proprietary technical information intended for professional technicians obligated under a NDA. All sales and distribution of the user's manual must be under a NDA that restricts the disclosure of the information.

c) In the application cover letter requesting Long-Term Confidentiality the following additional description (in item 7) and the NDA exhibit is required:

1. Describe in detail how internal photos and/or user's manual information are controlled to prevent them from becoming public or disclosed to unauthorized persons.

2. Describe how public access is restricted for products serviceable by professional designated technicians.

3. A statement that all sales of the non-consumer device will be under a NDA to include third party sales and that the final user of the device is subject to the NDA.

4. Provide an example of the NDA between the grantee and a purchaser. The request for confidentiality must include the key terms of the NDA to ensure consistency between the two.

APPLICANT: Aerostar International, LCC

Response

Aerostar seeks to hold the internal photos confidential and attests that the HiPointer radar systems are installed in locations that are not accessible to the public such as border security towers and private ship installations. The public does not have access to the radar systems and therefore does not have access to obtain images of the internal components of the radar.


Sales of HiPointer radars required agreement with our customers where the internal components of the radars are only to be accessed and serviced by Aerostar professionals or designated technicians under a non-disclosure agreement. This restriction applies to all third party sales and the final user of the radar is subject to the restrictions of the NDA. The NDA specifically calls out internal photos as being proprietary Aerostar information subject to the restrictions of the NDA.

A sample of our sales quote form and NDA is attached.

The internal photos, block diagram, and operational description were requested for the long-term confidentiality in the letter for Request of Permanent Confidentiality submitted in this application.

AEROSTAR

Sample Sales Quote

AEROSTAR INTERNATIONAL, LLC. QUOTATION		Date: 13-Apr-23 Quote ID: RLEP-AR004 Ref: Block 2 SSRP & Unit Upgrade Survey Expires: 3/28/2023			
Customer <First Name> < Last Name> <Email address> <Phone> Ref: <reference info>		Aerostar International, LLC. <ATS Contact> <phone> <Email>			
Aerostar ATS Pricing (Firm Fixed Price, USD)					
Line	Item	Description	Qty	Unit Price	Extended Price
1	WBS 100	Unit Upgrade Survey	2	\$ 4,904	\$ 4,904.12
Total					\$ 4,904.12
QUOTE ATTRIBUTES:		This quotation represents hardware only and does not include the following: <ul style="list-style-type: none"> • Integration and Application Optimization • Sparing • Training • Support Services Support Services			
EXPORT COMPLIANCE:		As required, the Prime is responsible for securing any and all export authorizations from the United States Government on Subcontractor's behalf. If requested, the Subcontractor shall provide the Prime with all requested information related to classifications of the items. Prime shall provide the Subcontractor copies of USG authorizations if requested. These items may include but are not limited to: <ul style="list-style-type: none"> • Department of State licenses for ITAR-controlled products • Department of Commerce Bureau of Industrial Security (BIS) licenses for Commerce-controlled products 			
IP OWNERSHIP:		The products represented in this quote have been designed and developed by Aerostar International, LLC. and all proprietary rights remain in the ownership of Aerostar International, LLC. regardless of the end use of the product.			
NDA Required:		The end-user of the HiPointer Radar must enter into a Non-Disclosure Agreement ("NDA") with Aerostar. Please review, sign, and return the NDA, which can be found by clicking here: Radar Systems - Aerostar . Scroll down and click on "Purchase of a HiPointer Radar Unit ". The NDA should be returned to contracts@aerostar.com or returned to your Sales Representative along with your purchase order.			
DELIVERY METHOD:		FOB Origin, Ship Freight Collect or on Clients Account			
DELIVERY TIME:		Products: 50 weeks ARO Services: Schedule at time of order			
WARRANTY:		Hardware Only: Limited against defects in materials or workmanship: 12 months. Any service to the HiPointer radar hardware must			
Proprietary: Restricted		Page 1 of 2			

AEROSTAR INTERNATIONAL, LLC.

QUOTATION

Date: 13-Apr-23
Quote ID: RLEP-AR004
Ref: Block 2 SSRP & Unit Upgrade Survey
Expires: 3/28/2023

PAYMENTS:

be performed by Aerostar technicians or authorized third parties contracted by Aerostar. Any other service to the unit will void the warranty. For warranty service, please call 1-855-429-2376 or email: RadarSupport@Aerostar.com

For hardware, Aerostar will invoice 25% of Product Price six (6) months before delivery date and invoice the remaining 75% upon product delivery. For any Products to be delivered within six (6) months of PO issuance, Aerostar will invoice upon receipt of Purchase Order. Aerostar will provide a completion schedule in conjunction with first invoice. Payment terms are N30 for non-prepayment hardware and services.

TAXES:

The pricing does not include applicable taxes, duties or fees.

TERMS & CONDITIONS:

This is only a quote and is not an offer and may not be accepted. Aerostar International, LLC. is not bound to accept any purchase order or to accept any terms or conditions of any purchase order that is submitted based upon this quote. The Quotation and subsequent order(s) are subject to Aerostar International, LLC. Terms & Conditions.

EXPORT NOTICE:

The commodities described herein are regulated by the International Traffic in Arms Regulation (ITAR), 22 C.F.R. Subchapter M, Parts 120-130 per Section 38 of the Arms Export Control Act, 22 U.S.C. 2778 or the Export Administration Regulations (EAR), 15 C.F.R. Part 730-~~774~~. Transfer of these commodities, technology, software, services or associated technical data by any means to a non-U.S. person, whether in the United States or abroad, without prior approval from the U.S. Government is strictly prohibited. They may not be transferred, transshipped, on a noncontiguous voyage, or otherwise disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the U.S. Government. A U.S. person is as defined in ITAR §120.15. If this equipment is purchased for export, it may require an export license from the U.S. Government. An end user statement must be submitted to Aerostar International, LLC. with your purchase order for review. The end user statement must be on your company letterhead with an authorized signature.

APPLICANT: Aerostar International, LCC

NONDISCLOSURE AGREEMENT

This Agreement is made and entered into by and between **AEROSTAR**, a limited liability company organized and existing under the laws of the State of South Dakota, having offices at 2231 Crystal Dr #515, Arlington, VA 22202 (hereinafter referred to as "AEROSTAR") and _____ - organized and existing under the laws of _____, having offices at _____ (hereinafter referred to as _____).

Subject of AEROSTAR information: Radar system design and specifications. Including but not limited to Block Diagrams, Internal Photos, Operation Descriptions and Schematics.

Subject of _____ information:

Purpose of exchange:

The Parties hereto desire to exchange the information described above, and considered by them to be proprietary, for the above-stated purpose. 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." In this Agreement, _____ and AEROSTAR are both Disclosing Parties and Receiving Parties. In order to provide for the protection of such proprietary information from unauthorized use and disclosure, the Parties hereby agree the disclosure of such information between them shall be subject to the following terms and conditions:

1. Only that information disclosed in written form and identified by a marking thereon as proprietary, or oral or visual information which is identified as proprietary at the time of disclosure and confirmed in writing within thirty (30) days of its disclosure, shall be considered proprietary and subject to this Agreement.
2. The exclusive points of contact with respect to the delivery and control of proprietary information disclosed hereunder are designated by the Parties as follows:

_____: _____

AEROSTAR: Toby Hess
2231 Crystal Dr #515,
Arlington, VA 22202



Either Party may change its point of contact by written notice to the other.

3. Information identified and disclosed as provided in this Agreement shall be held in confidence for a period of five (5) years from the date of receipt. During such period, such information shall be used only for the purpose stated above and shall not be disclosed to any third party.
4. The Parties shall have no obligation under this Agreement to hold information in confidence which, although identified and disclosed as stated herein, has been or is:
 - (a) developed by the Receiving Party independently and without the benefit of information disclosed hereunder by the Disclosing Party;
 - (b) lawfully obtained by the Receiving Party from a third party without restriction;
 - (c) publicly available without breach of this Agreement;
 - (d) disclosed without restriction by the Disclosing Party to a third party, including the United States Government; or
 - (e) known to the Receiving Party prior to its receipt from the Disclosing Party.
5. Each Party shall use not less than the degree of care used to prevent disclosure of its own proprietary information to prevent disclosure of information received in accordance with the Agreement.
6. All information received and identified in accordance with this Agreement shall remain the property of the Disclosing Party and shall be returned upon request. Nothing contained herein shall be construed as a right or license, express or implied, under any patent or copyright, or application thereof, or either Party by or to the other Party.
7. Any U.S. Government classified information disclosed by one Party to the other shall be handled in accordance with the National Industrial Security Program Operating Manual for safeguarding Classified Information (DOD 5520.22-M), its supplements and other applicable U.S. Government security regulations.

APPLICANT: Aerostar International, LCC

8. The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act, 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 from 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.

9. The terms and conditions herein constitute the entire agreement and understanding of the Parties and shall supersede all communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the Parties hereto. The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

10. The effective date of this Agreement shall be the date of the last signature below. This agreement shall expire five (5) years from the effective date hereof unless extended in writing by the Parties hereto. The obligations of the Parties contained in paragraph 3 above shall continue in effect notwithstanding the expiration of this Agreement.

11. This Agreement shall be governed and interpreted in accordance with the laws of the State of Maryland except its rules in regard to choice of law.

AEROSTAR

_____	_____
By	By
 Richard Martin, Jr.	
_____	_____
Printed Name	Printed Name
 General Counsel	
_____	_____
Title	Title
 _____	 _____
Date	Date

