



17 June 2021

Federal Communications Commission  
Authorization and Evaluation Division

Confidentiality Request regarding application for certification of FCC ID: 2AXEILWRLP288310

Pursuant to Sections 0.457 and 0.459 of the Commission's Rules, we hereby request confidential treatment of information accompanying this application as outlined below:

**Exhibit Type**

The indicated Exhibits shall be held Confidential:

1. Schematics
2. Parts List
3. Circuit Descriptions
4. Internal photos
5. Block Diagrams
6. Tuning Procedure
7. User's Manual

The above materials contain trade secrets and proprietary information not customarily released to the public. The public disclosure of these materials may be harmful to the applicant and provide unjustified benefits to its competitors.

The applicant understands that pursuant to Section 0.457 of the Rules, disclosure of this application and all accompanying documentation will not be made before the date of the Grant for this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur G. Avedisian".

Arthur G. Avedisian



## **MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (“Agreement”) is made this [Day] day of [Month] 2021, between [Company Name ], having its principal office located at [Company address], and any related affiliate or subsidiary (the Company), and **C Speed, LLC**, having its principal office located at 316 Commerce Blvd., Liverpool, NY 13088, and any related affiliate or subsidiary (C Speed). Any party to this Agreement may be referred to individually as a “Disclosing Party”, “Receiving Party” or “Party” and collectively as the “Parties”.

WHEREAS, C Speed and the Company are desirous of exchanging Confidential and Proprietary Information (as hereinafter defined) relating to the following product(s), program(s) or topic(s):

- TBD
- TBD

(hereinafter called the “Program”).

WHEREAS, the Parties desire to provide a procedure whereby such Confidential and Proprietary Information will be protected from unauthorized use and disclosure;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is agreed as follows:

1. **Definition of Confidential and/or Proprietary Information and Exclusions.** Both Parties contemplate providing to the other, either orally or in writing, certain Confidential and Proprietary information not readily available or otherwise known to the public, that mutually benefits their businesses. The Parties intend that the term “Proprietary Information” or “Confidential Information” or “Secret Information” as used synonymously in this Agreement be broadly interpreted to include, without limitation:
  - (a) intellectual property and proprietary information including: specifications for existing products or products development, designs, secret formulas, patterns, devices, secret inventions, copyrights, unpublished patent applications, concepts and know-how for future products, services and practices, scientific information, computer technology including controls, systems, hardware and proprietary software, surveillance technology including data collection technology including engineering drawings, designs, systems and samples;
  - (b) manufacturing processes and production methods and product and services information, including but not limited to procedures, packaging, processes, production methods, refurbishment methods, know how, equipment, tools, suppliers and techniques;
  - (c) business information and sales and marketing including but not limited to identity of customers and customer mission types or details, contracts and details or scope, operational procedures and marketing strategies and manuals;
  - (d) transaction details and other financial or pricing information including but not limited to: financial data, sources of supply, records, books, agreements, techniques, forms, procedures, systems, information or confidential information used in or relating to the Program(s);
  - (e) Details regarding customers, clients, sales contacts or agents (including identity of customer and fact of a contract), client lists, contracts, contract details, and business relationships;
  - (f) related to all the above, it includes all reports, analyses, compilations, data, forecasts, studies and other materials which contain or reflect or are generated or derived from the information;
  - (g) related to all the above, any oral or written disclosures.

Confidential and Proprietary Information does not include the following:

- (h) information that is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement;



- (i) information that is received by the Receiving Party from a third party, lawfully in possession thereof, without breach of this Agreement and without restriction as to the use and disclosure of the information; or
- (j) information that was or is developed by the Receiving Party independently from and without any use of any Proprietary Information disclosed by the Disclosing Party.

2. **Maintaining Secrecy and Confidentiality Through Explicit Ban on Press and Social Media Without Disclosing Party's Prior Written Consent.** Unless made with the prior written consent of the other Party, the Parties will maintain secrecy and confidentiality of Confidential and/or Proprietary Information by agreeing that in absence of written consent of the other Party, to decline to share information with the press/media, to forego a news release and refrain from posting on social media, including but not limited to: photographs and films, public announcements, or confirmation of same, on any aspect of the subject matter of Programs. Unless reviewed by and consented to by the other Party, the Parties agree not to use social media to share information protected herein and the Parties further acknowledge that social media presents certain risks and carries with it certain responsibilities regarding the Parties' protection of Confidential and/or Proprietary Information including customers and Program(s). In the rapidly expanding world of electronic communication, social media can mean many things and includes: all means of communicating or posting information or pictures or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Parties.

3. **Non-Disclosure and Safeguards.** With respect to Proprietary Information properly identified in accordance with **Paragraph 2** above, the Receiving Party will:
- (a) hold it in confidence for five (5) years after the date of receipt under this Agreement, applying the same degree of care that it applies to its own Proprietary Information, but no less than reasonable care;
  - (b) use it only for the purpose authorized herein;
  - (c) make it available only to its officers, directors, employees, agents, representatives or advisors, and then only to further the business transactions contemplated by the Parties, and who are bound by and have been made aware of the restrictions contained herein concerning the use of such Proprietary Information, and who have a "need to know" (Program Team);
  - (d) not otherwise use or disclose it without authorization in writing by the Disclosing Party, except that it may be disclosed to a governmental entity if the authorized purposes requires such disclosure, provided, however that it must be disclosed with its original restrictive legends and such other markings as may be required under any applicable regulations to preserve its proprietary nature;
  - (e) further maintain secrecy and confidentiality in accordance with **Paragraph 2**;
  - (f) maintain safeguards over Proprietary Information disclosed to it that are at least as stringent as any safeguards that it uses with respect to its own sensitive or otherwise similar information and in no case shall the standard of care with respect to the Proprietary Information be less than reasonable care;
  - (g) at a minimum, be responsible for ensuring that any complete or partial reproduction of the Proprietary Information bears the original restrictive legends;
  - (h) be responsible for any prohibited disclosure by any such person; and,
  - (i) as appropriate, control access to such Proprietary Information under and in accordance with applicable U.S. export and security laws and regulations in accordance with **Paragraph 10**.

**The Parties understand that violation of this Agreement shall provide the other Party the right to terminate current contracts upon written notice.**

4. **Return of Information.** All Proprietary Information shall remain the property of the Disclosing Party. Upon termination, both Parties agree that the receiving Party shall promptly (and in no event later than thirty (30) calendar days after written request therefore) return to Disclosing Party all Confidential and/or Proprietary Information and copies thereof, and to immediately destroy any notes, analyses, studies, or other writings prepared by the Receiving Party containing or based upon



the Confidential and/or Proprietary Information. All persons engaged in the Program shall be instructed to search for Confidential and/or Proprietary Information, and comply with these terms, immediately and if additional original or copies of Confidential and/or Proprietary Information are discovered in the future.

5. **Legal Obligations of the Parties.** Neither Party shall be under any obligation to enter into any further agreements with the other as a result of this Agreement. By entering into this Agreement, the Parties do not intend to create any partnership, joint venture, teaming agreement, or any other legal relationship.
6. **Exploitation.** Neither Party shall exploit, commercialize, develop, test, promote, market, or otherwise use any information incorporating or relying on the Proprietary Information for its own benefit or the benefit of others.
7. **Specific Performance, Injunction, and Indemnification.** Both Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by the other Party. In addition to all other remedies, the Disclosing Party shall be entitled to equitable relief (e.g., injunctive relief and specific performance) as remedy for any breach. Each Party hereby expressly authorizes such relief to be entered against it if such relief is sought. Both Parties agree to indemnify and hold harmless the other from all harm, damages or losses of any kind whatsoever that may be occasioned by the Party's breach of this Confidentiality Agreement, to include reasonable attorney's fees incurred in the enforcement of this Confidentiality Agreement.
8. **Notice.** Any notices required by this Agreement and any other written communications relating to this Agreement shall be made in writing and directed to the attention of the following named representatives:

<b><u>For Company:</u></b>	<b><u>For C Speed:</u></b>
[The Company's Authorized Agent]	[Name]
[Title of The Company's Authorized Agent]	[Title]
[The Company address]	316 Commerce Blvd.
[The Company City, Postal]	Liverpool, NY 13088
[Country]	United States

9. **Disclosures Required by Law.** Notwithstanding anything to the contrary herein, the Parties' obligations of confidentiality shall be subject to any disclosure requirements imposed by law, rule of stock exchange, or any judicial or governmental order. In the event that disclosure is sought from a Receiving Party, or from anyone to whom the Receiving Party transmits any Confidential Information, the Receiving Party will immediately provide the Disclosing Party with sufficient timely notice for the Disclosing Party to seek a protective order or other appropriate remedy.
10. **Export Compliance.** All information, including Proprietary Information exchanged hereunder, may be subject to restrictions on the exchange imposed by the United States government. Such restrictions include, but are not limited to: the International Traffic in Arms Regulations (ITAR, 22 C.F.R. §§120-130), the Export Administration Regulations (EAR, 15 C.F.R. §§730-774), laws concerning the disclosure of classified information, and other laws and regulations restricting disclosure. Accordingly, the Parties agree to abide by all such applicable laws and regulations governing the transfer, export, or re-export of technical data, including all amendments thereto. Parties agree that no ITAR or EAR technical data will be disclosed without prior Notice and intent of such disclosure so Parties may ensure regulations/licenses have been met/retained.
11. **Governing Law; Jurisdiction.** This Agreement is made subject to and shall be construed under the laws of the State of New York and the Parties expressly agree and consent to jurisdiction of the courts of New York as the proper *fora* for any disputes that should arise under this Agreement, that venue is proper therein, and hereby voluntarily submit to the jurisdiction of such courts.



- 12. **Expiration.** The obligations within this Confidentiality Agreement commence on the date that it is fully executed by the Parties and **expire five years after** date of execution. In the event this Agreement is incorporated into a subsequent business agreement or contract between the Parties, the term of this Agreement shall be automatically extended for the duration of any such agreement or contract. In any event, the obligations of confidentiality set forth herein shall perpetually survive the expiration or termination of this Agreement.
- 13. **Termination.** Either Party may terminate this Agreement upon 30 days' written notice to the other Party hereto. Such Termination will not limit the obligations of the Parties with respect to maintaining confidentiality of the Proprietary Information for the time period specified herein. Upon termination of this Agreement, the terms of **Paragraph 4 Return of Information** shall apply. Notwithstanding such return, the Receiving Party and its respective agents and employees shall hold in confidence all Proprietary Information according to the terms of this Agreement.
- 14. **Limitation.** Neither this Agreement nor the exchange of Proprietary Information between Parties shall create or be relied upon by either Party as a basis for creating any license between Parties under any patent or other intellectual property rights of the proprietor of the Confidential Information, or any other license in the absence of express written license agreement.
- 15. **Assignment.** Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party, except that, without securing such prior consent, either Party shall have the right to assign this Agreement to any successor of such Party by way of merger or consolidation or the acquisition of substantially all of the entire assets of such Party relating to the subject matter of this Agreement; provided, however, that such successor shall expressly assume all of the obligations of such Party under this Agreement; and

This Agreement shall apply to, and be enforceable against C SPEED, and no other business unit, company, division, affiliate, subsidiary or other element of C SPEED. C SPEED hereby reserves the right and Teammate hereby understands and agrees that this Agreement may be assigned by C SPEED to another affiliated company which may be designated as the bidding entity and operating contractor for the Program.

- 16. **Merger Clause.** This Agreement constitutes the entire agreement and understandings between the Parties as to the subject matter hereto and supersedes all previous agreements between the Parties, whether expressed, implied, written or oral. No waiver, consent, modification or change of the terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

**IN WITNESS WHEREOF**, and intending to be legally bound, this Agreement has been executed by the Parties as of and effective from the date first written above.

**SIGNED** on behalf of the **Company**:

**SIGNED** on behalf of the **C Speed, LLC**:

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Name:** [Name]  
**Title:** [Title]  
**Date:** \_\_\_\_\_