



Federal Communications Commission  
Authorization and Evaluation Division  
7435 Oakland Mills Road  
Columbia, MD

Confidentiality Request regarding application for certification of FCC ID: NX5-GEN3-350CM

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:

<b>Exhibit Type</b>	<b>File Name</b>
Block Diagram	NX5-GEN3-350CM_Block_Diagram.PDF
Schematics	NX5-GEN3-350CM_Schematic.PDF
Circuit Description	NX5-GEN3-350CM_Circuit_Description.PDF
Part List	NX5-GEN3-350CM_Parts_List.PDF
Tuning Procedure	NX5-GEN3-350CM_Tuning.PDF
User Manual	NX5-GEN3-350CM_User_Manual.PDF

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.

Baron does not provide the above materials to the general public because only Baron employees and technicians are able to service the device. The device is professionally installed and maintained by Baron employees and technicians. The above materials contain detailed technical information that is only used during the installation and servicing of the device. Any Baron employees or partners with access to the information are required to sign the attached Non-Disclosure Agreement Form.

P 256-881-8811

4930 Research Drive  
Huntsville AL 35805

[baronweather.com](http://baronweather.com)

**CRITICAL WEATHER INTELLIGENCE**



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.

Regards,

Robert O. Baron  
CEO  
Baron Services

P 256-881-8811

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Huntsville AL 35805

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**INTELLIGENCE**

**CRITICAL WEATHER**

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2018 by and between Baron Services, Inc., a Delaware corporation (hereinafter "BARON"), with its principal place of business at 4930 Research Drive, Huntsville, Alabama 35805, and \_\_\_\_\_ (hereinafter "RECIPIENT") with its principal place of business at \_\_\_\_\_.

WHEREAS, the RECIPIENT desires to receive information considered proprietary to BARON;  
and

WHEREAS, BARON desires to receive information considered proprietary to RECIPIENT; and

WHEREAS, the parties mutually desire to use this Agreement as the contract to govern all transactions involving disclosures by both parties of such information.

NOW, THEREFORE, in consideration of the covenants contained herein the parties agree as follows:

1. BARON and RECIPIENT acknowledge that in the pursuit of certain business matters between BARON and RECIPIENT, each party may disclose to the other certain Confidential Information about its business. For the purpose of this Agreement, "Confidential Information" shall mean written information or information furnished orally or obtained by visual inspection, provided the same is described in a written document delivered within fifteen (15) days of its initial disclosure concerning (1) business methods and practices, sales plans and opportunities, personnel, customers, prospective customers and suppliers; (2) trade secrets, secret processes, inventions, processes, methods, products, patent applications and other proprietary rights, and any specifications, patent applications and other proprietary rights, and any specifications, drawings, sketches, models, samples, tools, computer programs, data description language, source code, object code, technical or financial information or other related confidential business information or data; and (3) detailed financial results and projections; provided such information has been maintained in confidence by the disclosing party or might permit the disclosing party to obtain a competitive advantage over its competitors who do not have such proprietary information, data or information.
2. Both parties acknowledge that the Confidential Information contains valuable trade secrets and is not generally available to the public.
3. Each party agrees to maintain the confidentiality of the other party's Confidential Information and to take all reasonable steps necessary to protect Confidential Information from disclosure. Each party also agrees it shall not disclose Confidential Information to any third party or to any individual employee (other than an employee having a need to know for the purpose for which the disclosing party is disclosing the Confidential Information) or use the contents thereof other than for the purpose of evaluating a potential business relationship between BARON and RECIPIENT without the prior written consent of the disclosing party.
4. For the purposes of this Agreement, Confidential Information shall not be deemed to include any information which:
  - a. is, or becomes, public knowledge through no wrongful act of the receiving party;
  - b. was previously developed by the party without use of Confidential Information obtained under this Agreement;
  - c. is independently developed by the receiving party without use of Confidential Information obtained under this Agreement;

- d. is approved for release by written authorization by the disclosing party;
  - e. is released pursuant to good faith adherence to a court or regulatory order, of which the owner of the Confidential Information has been provided notice as soon as practicable prior to such release and after the disclosing party has used its best efforts to obtain confidential treatment of the Confidential Information; and
  - f. is received from a third party not in violation of a covenant of nondisclosure.
5. Each party shall use reasonable efforts to safeguard the other's Confidential Information and any copies thereof in its possession during this Agreement against unauthorized disclosure use. Each party shall take all reasonable steps to ensure that the provisions of this Agreement are not violated by any person under its control or in its service. All copies of the Confidential Information in written, graphic or tangible form, including all computer programs however stored or filed, shall be returned to the disclosing party upon request.
  6. No rights or obligations, other than those expressly recited herein, are to be implied from this Agreement. No license or other right is hereby granted directly or indirectly to either party hereunder to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by the disclosing party.
  7. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all previous agreements between the parties as to the subject matter hereof, where expressed, implied, written or oral. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of each party.
  8. This Agreement will be governed by the laws of The State of Delaware excluding the application of any principles of conflict of laws.
  9. This Agreement and the obligations imposed herein shall extend for a period of two (2) years from the date hereof.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and on its behalf by its representative thereunto duly authorized as of the date first mentioned above.

BARON SERVICES, INC.

Accepted by: \_\_\_\_\_  
 Its \_\_\_\_\_

Accepted by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: