

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “*MNDA*”), effective as of the date both Parties have signed this document, by and between SOLiD Gear, Inc. and Pierson Wireless (each herein referred to individually as a “*Party*,” or collectively as the “*Parties*”) is intended to preserve the confidentiality and/or proprietary status of certain information which may be disclosed or exchanged between them. This MNDA is effective for preliminary discussions between the Parties prior to the development of a contractual relationship, and shall also govern the subsequent exchange of any and all confidential and/or proprietary information between the Parties during any such relationship, if any. In entering into this MNDA, the Parties acknowledge that neither would disclose such information to the other unless the other agreed to maintain such information in confidence.

**NOW, THEREFORE**, in reliance upon and in consideration of the following undertakings and the mutual benefits to be derived therefrom, the Parties agree as follows:

### **1. *Confidential Information***

“Confidential Information” as used herein shall mean trade secrets, proprietary and technical data, technical experience, and other confidential information, including (but not limited to) design, features, and functions of products, materials and manufacturing processes, software and firmware computer programs, patterns, devices, inventions, compilations of information, records and specifications, and business methods and techniques disclosed by the disclosing Party to the other Party. “Confidential Information” includes the above-stated types of information, whether provided by the disclosing Party in written or verbal form, or as data recorded in any machine-readable medium or form, where such information is stamped or labeled “Confidential” (or words of similar connotation) at the time it is provided, is identified as Confidential Information by the disclosing Party at the time it is orally disclosed, contains a display which appears on the output of a terminal, printout or other method used to translate machine-readable information into information discernable by human beings, in such a way that the Confidential Information cannot be accessed without such notice first having appeared, is of such nature that it would normally be considered confidential or proprietary by the disclosing Party, or is treated as confidential and proprietary by the disclosing Party.

### **2. *Use of Confidential Information***

Each Party agrees to use Confidential Information received from the other only for purposes of determining whether to enter into a mutual business relationship concerning certain products or services, in fulfillment of any other written agreement between the Parties, or for any other purpose specifically identified in writing and mutually agreed upon by the Parties. The Parties agree not to reveal each other's Confidential Information to any third party, or to reveal the contents of this MNDA to any third party, without the other's prior written consent. As a condition of granting such consent, the other Party may require the third party to execute an agreement in substantially the same form as this MNDA. Unless prior written consent is obtained, the Parties agree to disclose Confidential Information received from one another only to representatives, officers, employees or agents of the receiving Party who have a “need to know” such Confidential Information for the purposes set forth above.

### **3. *Copying Confidential Information***

Except for internal distribution on a “need to know” basis as set forth above, the Parties agree not to copy or otherwise reproduce any written Confidential Information without the express prior written consent of the disclosing Party. In any event, all such Confidential Information and copies thereof shall remain the sole

property of the disclosing Party, and all copies (including internal copies) shall be promptly returned to the disclosing Party when: (a) the receiving Party's need for it has expired, or (b) upon the disclosing Party's request.

**4. *Compliance with Laws***

The Parties shall comply, and do all things necessary to enable the other to comply, with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to, the Regulations of the United States Department of Commerce relating to the Export of Technical Data, insofar as they may relate to the activities to be performed by the parties. The Parties agree to obtain any and all required government documents and approvals prior to the exportation of any Confidential Information, which includes such technical data disclosed by the other.

**5. *Care of Confidential Information***

All Parties shall provide the same type and degree of care to prevent disclosure or unauthorized use of the other Party's Confidential Information, as they would provide to protect their own confidential information. As a minimum requirement, the Parties shall retain each other's Confidential Information in one or more secure places with access limited only to their respective representatives, officers, employees or agents who have a "need to know" such Confidential Information for the purposes set forth above.

**6. *Exceptions to Confidential Information***

Notwithstanding the definition contained in Section 1 herein, the term "Confidential Information" does not include information which:

- A.** has been published by the disclosing Party or is otherwise in the public domain through no fault of the receiving Party;
- B.** is properly within the legitimate possession of the receiving Party prior to its disclosure hereunder and without any obligation of confidence;
- C.** after disclosure by the disclosing Party, is lawfully received by the receiving Party from a third-party having rights in such Confidential Information and such third party was not restricted from disclosing the information to the receiving Party hereunder;
- D.** is independently developed by the receiving Party through employees who have not had access to, or knowledge of, the Confidential Information; or
- E.** is approved for disclosure by the owner of the Confidential Information, in writing, prior to its disclosure.

**7. *Mandatory Disclosure***

Notwithstanding any other provision of this MNDA, disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required by law; provided, the Party being forced to disclose Confidential Information shall provide the disclosing Party with advance written notice of such court forced disclosure and cooperate in the disclosing Party's legitimate attempts, if any, to avoid such disclosure.

**8. License, Immunity and Intellectual Property Rights**

No license or immunity is granted under this MNDA by either Party to the other, directly or by implication, estoppel, or otherwise, under any patents, copyrights, trademarks, service marks, or trade secrets. None of the Confidential Information, which may be disclosed, shall constitute any representation, warranty, assurance or guaranty by either Party to the other with respect to the infringement of patents or other rights of others.

**9. Term and Termination**

This MNDA shall be effective from the date last executed below and shall continue until terminated by either Party upon thirty (30) days prior written notice. The confidentiality obligations set forth in this MNDA shall terminate three (3) years after termination or expiration of this MNDA. In the event that any portion of this MNDA shall be ruled invalid by a court of competent jurisdiction, the remaining portions shall be deemed valid and in effect, and interpreted as if the invalid portion had never been a part hereof.

**10. Breach and Remedies**

The Parties agree that breach of this MNDA by either Party may result in irreparable harm to the other Party for which there is no adequate remedy at law. Therefore, in addition to any and all other remedies available at law or in equity, the non-breaching Party shall be entitled to injunctive relief, specific performance or equivalent relief enjoining the breach or threatened breach of this MNDA. In the event of any actions brought pursuant to this MNDA, the prevailing Party shall be entitled to be reimbursed for reasonable attorneys' fees incurred in bringing any such suit, action, or proceeding.

**11. Amendment**

This MNDA cannot be amended, nor its provisions waived, except by a writing signed by an Officer or other authorized person of each of the Parties.

**12. Miscellaneous**


**A.** This MNDA shall be governed by the laws of the State of Texas. There are no other understandings, agreements or representations, express or implied, between the Parties regarding the subject of this MNDA.

**B.** The Parties hereby agree that any dispute arising from the provisions of this MNDA shall only be litigated in the state or federal courts sitting in or around Dallas, Texas and each Party accordingly hereby consents to submit to the jurisdiction of such courts and expressly waives any objections or defenses based upon lack of legal jurisdiction or venue.

*-Signature Page to Follow -*

IN WITNESS WHEREOF, the Parties have executed this MNDA through their duly authorized representatives as of the last date indicated below:

**Pierson Wireless**

By: 

Name: Scott Kamrath

Title: Director of Projects

Date: May 23, 2023

**SOLiD Gear, Inc.**

By: 

Name: Scott R. Deweese

Title: Sr. Vice President & General Manager

Date: May 24, 2023









# SOLiD Gear Inc\_Mutual NDA-Pierson Wireless

Final Audit Report

2023-05-24

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|-----------------|--|
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