

# Software Technical Engineering Group, Limited

(STEG Limited)

leaders in the embedded engineering market<sup>®</sup>

## Non-Disclosure And Confidentiality Agreement

Software Technical Engineering Group Limited, a State of Michigan Limited Liability Company, for itself and its Affiliates (“STEG Limited”), and \_\_\_\_\_, a \_\_\_\_\_, and its Affiliates; each a “party” or collectively, the “parties,” agree as follows:

1. The parties desire to discuss with each other certain confidential information either owned by or licensed to them for the purpose of discussing a possible business relationship (the “Purpose”). The terms of this Agreement constitute Confidential Information. “Affiliate” means any entity which directly or indirectly: (i) controls a party; (ii) is controlled by a party; or (iii) is under common control with a party. “Control” means the direct or beneficial ownership of a voting interest of at least fifty percent (50%) (or less in a foreign jurisdiction where majority ownership is prohibited by law) or the right or power, directly or indirectly, to elect a majority of the board of directors, or the right or power to control management.
2. This Agreement terminates on \_\_\_\_\_ (or, if earlier, upon written notice of termination), provided that, as to each item of Confidential Information, the parties’ rights and obligations under this Agreement shall continue for a period of three (3) years from the date of initial disclosure, except that no right to use any of the other party’s Confidential Information shall survive termination of this Agreement.
3. “Confidential Information” shall mean all information which is provided by either party to the other party in written, electronic, or other tangible form and which is marked with a conspicuous written legend as being proprietary or confidential or, if provided orally or visually, is identified as confidential at the time of delivery (or if a reasonable person would recognize from the surrounding facts or circumstances that the orally or visually disclosed information is confidential or secret) and confirmed as confidential in writing to the receiving party within sixty (60) days thereafter. Any information disclosed orally or visually and later

Please send inquiries and requests to:

STEG Limited  
Information Security  
POB 1903  
Ann Arbor, Michigan 48106  
Office: 888.570.2678  
Fax: 248.275.1793

Acceptance

Initials: \_\_\_\_\_

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confirmed in writing, consistent with the foregoing sentence, shall be treated as confidential, in accordance with this Agreement, from the date of first disclosure. In the case of STEG Limited, Confidential Information specifically includes business and technical information relating to all products or projects of STEG Limited, related technology plans, block diagrams, specifications, application notes, test results, process change notices, schematics, layouts, software, roadmaps, pricing information, presentation materials, and physical specimens, such as evaluation boards and samples.

4. Each party shall protect Confidential Information received from the other party by using the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to prevent the unauthorized disclosure to any third party. The received Confidential Information shall be made available only to those Affiliates, directors, employees, agents and representatives of the receiving party who have a reasonable need for such information for the Purpose and are under an obligation of confidentiality substantially similar to the obligations in this Agreement. Each party agrees to promptly notify the other party in writing of any misuse or misappropriation of received Confidential Information that may come to its attention.
5. Each party agrees to use the other party's Confidential Information only for the Purpose, and agrees not to use such Confidential Information for any other reason. A party receiving Confidential Information in the form of samples, computer programs or software, tangible products or materials agrees not to analyze or have a third party analyze any such tangible products or materials, unless such analysis is agreed-upon in writing by the disclosing party.
6. Information shall not be deemed to be Confidential Information if: (a) The information is or becomes generally available to the public, except as the result of unauthorized disclosure by the receiving party; or (b) the disclosing party agrees in writing that it can be disclosed by the receiving party on a non-confidential basis; or (c) the information is known to the receiving party, on an unrestricted basis before its receipt; or (d), the receiving party, without use of or reference to Confidential Information, independently develops the information; or (e) the

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- receiving party lawfully receives it from a third party, that is not under a duty of confidentiality to the disclosing party.
7. The receiving party shall be entitled to disclose the other party's Confidential Information to the extent required by law or legal process, provided that the receiving party gives prompt written notice to the disclosing party so that it may oppose such process and follows any orders that the disclosing party obtains from a court or administrative agency concerning the protection surrounding such disclosure.
  8. At any time upon written request of the originating party, each party will return or certify in writing the destruction of all of the other party's Confidential Information, along with all copies and/or derivatives made.
  9. Nothing in this Agreement shall be construed to grant to either party any right or license under any intellectual property right of the other party, including patent, copyright, mask work right, or trademark. Confidential Information is provided "as is." **NO REPRESENTATIONS OR WARRANTIES ARE MADE OR IMPLIED REGARDING THE ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF CONFIDENTIAL INFORMATION.** A disclosing party shall have no liability or responsibility for any expense, losses, damages, or action incurred or undertaken by the other as a result of the receipt of Confidential Information.
  10. This Agreement does not represent or imply any agreement or commitment to enter into any further business relationship, or to expend funds or other resources in the development of products or services. No obligation or commitment relating to the Purpose shall arise between the parties except as may be set forth in a written agreement duly executed by authorized representatives of each party. Subject to the obligations of this Agreement, neither party is precluded from independently pursuing any activities similar to or in competition with the Activity contemplated herein. Neither party has an obligation under this Agreement to introduce any product to which its Confidential Information disclosed herein is related or to purchase any service or item from the other party.

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11. Each party represents that it has the right to make disclosures and the power to enter into this Agreement on behalf of itself and its affiliates. Each of the undersigned represents and warrants that he/she is duly authorized and has the full power and authority to execute this agreement on behalf of the party for which such signatory is listed.
12. A receiving party shall adhere to all applicable Export Administration Laws and Regulations.
13. Modification. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the "parties".
14. Entire Agreement. I acknowledge receipt of this Agreement, and agree that with respect to the subject matter thereof it is my entire agreement with the "parties", superseding any previous oral or written communications, representations, understandings, or agreements with the "parties" or any officer or representative thereof.
15. Severability. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.
16. Successors and Assigns. This agreement shall be binding upon the "parties" employee, executors, administrators or other legal representatives and is for the benefit of the "parties", its successors and assigns.
17. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.
18. Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and both of which shall together constitute one agreement.

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Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed By \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed By \_\_\_\_\_

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