

HRL LABORATORIES, LLC  
AGREEMENT TO DISCLOSE PROPRIETARY INFORMATION  
HRL NDA #: 1501021

WHEREAS, HRL Laboratories, LLC located at 3011 Malibu Canyon Road, Malibu, California 90265 (hereinafter "HRL" or "Owner") wishes to disclose to the University of Puerto Rico at Mayagüez located at 259 Blvd. Alfonso Valdez Cobián, Mayagüez, Puerto Rico 00681 (hereinafter "UPRM" or "Recipient") information regarding multi-wavelength laser sources, wavelength encoding methods, spectrally discriminating photo-detection, spectral demixing and component analysis, machine learning algorithms, foveated sensing algorithms, sparse low-rank and manifold data modeling, context-based object recognition, compressive sensing, smart scanning methods, and swarm-based search and optimization for the purpose of collaborating on a proposal on a Standoff Illuminator for Measuring Absorbance and Reflectance Infrared Light Signatures (SILMARILS) ("Purpose"); and

WHEREAS, HRL is willing to make said disclosure of information which HRL considers proprietary (hereafter "Proprietary Information") on the condition that Recipient agrees to protect such Proprietary Information from unauthorized use and disclosure;

NOW, THEREFORE, the parties hereto agree to the following:

1. Recipient agrees to hold in confidence and not to disclose, during the term of this Agreement, and for a period of ten (10) years thereafter, any information it receives from Owner under this Agreement, fixed in a tangible medium of expression and marked PROPRIETARY to any other person, firm, or corporation, or use such Proprietary Information except for the Purpose stated hereinabove, without the prior written consent of Owner. Recipient further agrees to exercise the same degree of care to guard against disclosure or use of such Proprietary Information, except as hereinabove provided, as Recipient employs with respect to its own proprietary information of like importance, but in no event less than reasonable care and not to divulge such Proprietary Information within its own organization except on a "Need to Know" basis. Proprietary Information of the other party shall be used only for internal evaluation for the Purpose stated above. "Tangible medium of expression" shall be deemed to include, by way of example, written descriptions, drawings, photographs, models, tapes, disks, masks and circuitry.

2. In the event Owner discloses its Proprietary Information to Recipient otherwise than in the manner provided in Section 1, Owner shall promptly inform Recipient that such Information is considered Proprietary, and shall provide Recipient with a brief written description of such Proprietary Information within thirty (30) days of such disclosure, identifying therein the manner, place and date of such disclosure and the names of Recipient's representatives to whom such disclosure was made. Subject to Recipient's receipt of the aforementioned written description, Recipient shall, upon being notified that such Information is Proprietary, have the same obligations with respect to such Proprietary Information as if it had been disclosed to Recipient in the manner described in Section 1.

3. Recipient agrees to promptly notify Owner of any inadvertent unauthorized use or disclosure of Proprietary Information it has received from Owner and to take prompt and effective steps to prevent recurrence of such use or disclosure.

4. Recipient shall have no obligation with respect to any information which:

- (a) is known to Recipient prior to its disclosure hereunder; or
- (b) is or becomes publicly known without breach of this Agreement by Recipient; or

- (c) is received by Recipient without restriction from a third party who is not under an obligation of confidentiality to Owner; or
- (d) is independently developed by Recipient as demonstrated by written records; or
- (e) is approved for release by written authorization of Owner; or
- (f) is required to disclose in order to comply with a court/governmental agency order or applicable law, rule or regulation, provided, however, that Recipient timely notifies Owner to provide Owner with a reasonable opportunity to oppose such disclosure.

Proprietary Information disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because such Information is embraced by more general knowledge in the public domain or in the Recipient's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in Recipient's possession, unless the combination itself and its principle of operations are in the public domain or in the Recipient's possession.

5. All tangible media of expression wherein Owner's Proprietary Information is fixed, and which have been delivered by Owner to Recipient pursuant to this Agreement, shall be and remain the property of Owner. Except for a single set of copies which may be retained by and under the control of Recipient's legal department or counsel for archival purposes, all such tangible media of expression, and any copies thereof, shall be destroyed at Owner's request, and in the event of such requested destruction, Recipient shall provide written certification of compliance within thirty (30) days of such written request. However, the obligations relating to the confidentiality, use and non-disclosure shall survive any such termination, return or destruction.

6. This Agreement shall not, by implication or otherwise, be construed as granting to the Recipient any right under Proprietary Information of the Owner. No license to the Recipient under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to the Recipient. None of the Proprietary Information which may be disclosed by the Owner shall constitute any representation, warranty, assurance, guarantee or inducement by the Owner to the Recipient of any kind, and, in particular, with respect to the accuracy, worth or fitness of the Proprietary Information or with respect to the non-infringement of trademarks, patents, copyrights, mask work protection rights or any other intellectual property rights, or other rights of third parties or of either party.

7. This Agreement shall not, by implication or otherwise, be construed as obligating the parties hereto to enter into any further agreements between the parties hereto or to make any purchase of products or services by either party or any commitment by either party with respect to the present or future marketing of any product or services.

8. Proprietary Information disclosed hereunder may be export controlled and subject to the laws and regulations of the United States pertaining to export control and therefore Recipient agrees to comply with all the applicable requirements of said laws and regulations of the United States including, but not limited to, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and the Office of Foreign Assets Control (OFAC). In particular, Recipient warrants that Recipient will not disclose any export controlled information provided hereunder to a Non United States Person without prior U.S. Government approval to include use of exceptions/exemptions and will notify Owner, in writing regarding disclosure and the authorization used.

9. Prof. Samuel P. Hernandez-Rivera of UPRM and Daniel Yap of HRL shall be the principal points of contact for the exchange of Proprietary Information pursuant to this Agreement. Samuel Hernández-Rivera may be reached at (787) 265-5458 and Daniel Yap at (310) 317-5360.

10. The effective date of this Agreement shall be the last date of signature indicated below.

11. The term of the Agreement shall be one (1) year beginning with its effective date, or as may be amended by mutual agreement of the parties hereto and confirmed in writing by the authorized representatives named in Section 12 below.

12. All notices hereunder shall be deemed to have been duly given upon the mailing thereof, postpaid, or by confirmation of a facsimile transmittal, to the authorized Administrative Representatives as follows:

For: HRL Laboratories, LLC  
Attn: Jewel L. Miller, RL85  
3011 Malibu Canyon Road  
Malibu, CA 90265

Tel: (310) 317-5851  
Fax: (310) 317-5099  
Email: legal@hrl.com

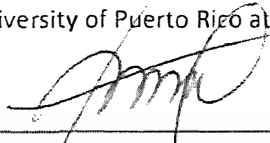
For: University of Puerto Rico at Mayagüez  
Attn: Dr. Marisol Vera-Colón, Director  
Research and Development Center  
Mayagüez, Puerto Rico 00681-9019

Tel: (787) 832 4040, x5250  
Fax:  
Email: marisol.vera@upr.edu

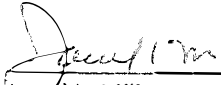
13. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating hereto. This Agreement may not be amended or otherwise modified except by written consent of the authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives. Each person signing below warrants that he/she has full power and authority to bind the entity or agency under which her/his signature appears.

University of Puerto Rico at Mayagüez

  
Name: John Fernandez Van Cleve, PhD  
Title: Chancellor  
Date: March 3, 2015

HRL LABORATORIES, LLC

  
Name: Jewel L. Miller  
Title: General Counsel & Corporate Secretary  
Date: March 3, 2015