

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between **Wichita State University**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0129 (hereinafter "WSU"), and **Wichita State Innovation Alliance**, a non-profit organization, 1845 Fairmount, Wichita, KS 67260-0129 (hereinafter "WSIA"), and **WSIA Investments Corporation**, a corporation, 1845 Fairmount, Wichita, KS 67260-0129 (hereinafter "INVESTMENTS CORP") (each a "PARTY" and collectively, the "PARTIES," and each of whom shall be hereinafter referred to as "DISCLOSING PARTY" or "RECEIVING PARTY," as appropriate).

WHEREAS, the PARTIES desire to work together to: (1) develop and implement approaches for identifying, developing, managing, licensing, commercializing, marketing, and/or improving technology or intellectual property generated within WSU, and/or in collaboration with industry and/or the public; (2) leverage economic development opportunities; and (3) create jobs and growth in the Kansas economy through supporting innovation within WSU and/or in collaboration with industry and/or the public ("PROJECT").

WHEREAS, as part of working together in furtherance of the PROJECT the PARTIES may exchange valuable confidential and proprietary information, and as such, the DISCLOSING PARTY of such information desires for RECEIVING PARTY to maintain and treat the information as confidential, and take all reasonable precautions to prevent its disclosure, except as authorized herein.

NOW, THEREFORE, for consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidentiality

1.1 All information, whether in written, oral, electronic or other form, disclosed, provided, or otherwise furnished by DISCLOSING PARTY to RECEIVING PARTY in connection with the PROJECT, including, but not limited to, the existence of discussions between the parties, designs, concepts, data, trade secrets, devices, specifications, plans, or processes, machines, methods and apparatuses of manufacture, know-how, technical reports, research papers, logos, artwork, computer programs, designs, trademarks, contracts, market research and analysis, costs, vendor and supplier lists, customer lists, industry contacts, strategies, forecasts, and all other information relating to the PROJECT is considered to be confidential and a valuable commercial asset, and shall be deemed Confidential Information belonging to DISCLOSING PARTY unless otherwise unambiguously indicated in writing by the DISCLOSING PARTY as being non-confidential, or excluded by definition herein. Confidential Information includes any of the foregoing items of information owned, developed, or controlled by DISCLOSING PARTY as well as information acquired by DISCLOSING PARTY from a third party, which may be communicated to RECEIVING PARTY.

1.2 RECEIVING PARTY Non-Disclosure and Non-Use

1.2.1 The PARTIES agree, subject to the provisions of the Kansas Open Records Act, K. S. A. 45-215 et seq., as amended, that Confidential Information shall be kept confidential and shall not be disclosed or distributed to third parties and will be treated by the PARTIES with the same degree of care with which each treats and protects its own Confidential Information.

1.2.2 RECEIVING PARTY agrees to not use the Confidential Information in any manner detrimental to DISCLOSING PARTY or its vendors, customers, distributors, partner, collaborators, and to protect the Confidential Information with the same care and caution that RECEIVING PARTY affords its own confidential and proprietary information.

1.2.3 RECEIVING PARTY shall not modify, adapt, disassemble, or otherwise reverse engineer, or attempt to modify, adapt, or otherwise reverse engineer all or part of any technology arising under the PROJECT,

except where necessary solely in connection with and to the extent required to perform RECEIVING PARTY'S obligations under this Agreement

1.2.4 RECEIVING PARTY further agrees not to directly or indirectly use Confidential Information for its own commercial gain or for any other purpose, other than for the purposes necessary for carrying out the PROJECT.

1.2.5 RECEIVING PARTY further agrees that Confidential Information shall only be disclosed to those personnel or agents having a need to know such Confidential Information and/or requiring access to perform tasks in furtherance of the PROJECT. Any such personnel or agents shall be made aware of the restrictions imposed on the use of the Confidential Information and must agree to be bound by terms at least as restrictive as those contained in this Agreement.

1.2.6 RECEIVING PARTY warrants that its personnel and agents (as applicable) will abide by the terms and provisions of this Agreement and agrees that it will:

- (a) Be responsible for its, and as applicable its personnel's, compliance with this Agreement
- (b) Be fully and solely liable for any breach of confidentiality and non-use by any related parties or third parties to whom such Confidential Information is disclosed by RECEIVING PARTY;
- (c) Use reasonable efforts to prevent unauthorized access to or use of the Confidential Information; and
- (d) Notify DISCLOSING PARTY promptly of any such unauthorized disclosure or use of which RECEIVING PARTY becomes aware.

1.3 Return of Confidential Information

Upon request by DISCLOSING PARTY, RECEIVING PARTY shall immediately return all Confidential Information and any copies thereof to DISCLOSING PARTY, except that RECEIVING PARTY may retain one archival copy Confidential Information solely for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

1.4 Exclusions

The duties of confidentiality and non-use of this Agreement shall not be applied to:

1.4.1 Information which at the time of disclosure is wholly a part of the public domain in published, publicly available documents;

1.4.2 Information which, after disclosure, becomes wholly a part of the public domain by lawful publication in publicly available documents and by no fault of RECEIVING PARTY;

1.4.3 Information which is in the lawful possession of RECEIVING PARTY in written documents bearing a date prior to the date of disclosure to RECEIVING PARTY and not acquired directly or indirectly from the DISCLOSING PARTY; and

1.4.4 Information that was already known by RECEIVING PARTY prior to the time of disclosure or is independently developed by the RECEIVING PARTY; however, RECEIVING PARTY shall have the burden of proving such prior knowledge or independent development.

1.5 Termination of Confidentiality

The obligations of confidentiality with respect to a particular item of Confidential Information shall expire only upon the written consent by DISCLOSING PARTY.

2. Miscellaneous

2.1 In providing any information hereunder, DISCLOSING PARTY makes no representations, either express or implied, as to the information's adequacy, accuracy, completeness, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either PARTY incur any liability or obligation whatsoever to the other by reason of such information, except where provided herein.

2.2 Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or other intellectual property of the other PARTY.

2.3 Nothing contained in this Non-Disclosure Agreement shall grant to either PARTY the right to make commitments of any kind for or on behalf of any other PARTY without the prior written consent of that other PARTY.

2.4 This Agreement is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of any PARTY.

2.5 The PARTIES agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technical data (as defined in the Export Regulations defined herein) that is subject to export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774 without an export license to any employee or other person who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States. DISCLOSING PARTY shall notify RECEIVING PARTY in writing prior to disclosure of any technical data or other items subject to EAR or ITAR. DISCLOSING PARTY will reasonably cooperate with and support RECEIVING PARTY in obtaining the correct Export Control Classification Number (ECCN), classification of United States Munitions List (USML) category, and any necessary licenses or authorizations required for the PROJECT.

2.6 This Agreement shall be governed by and interpreted under the laws of the state of Kansas.

2.7. This Agreement constitutes the entire understanding between the PARTIES and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning Confidential Information, and may not be superseded, amended or modified except by written agreement between the PARTIES, and signed by a duly authorized official of each of the PARTIES.

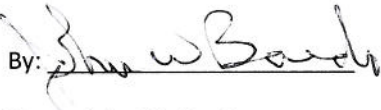
2.8 This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors, legal representatives and permitted assigns.

2.9 If any of the provisions in this Agreement shall for any reason be declared or held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

2.10 The Effective Date of this Agreement shall be July 25, 2014, and any rights or obligations imposed hereunder shall be retroactive to such Effective Date.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the dates below.

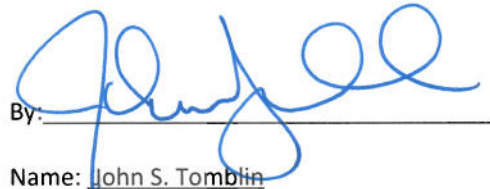
WICHITA STATE UNIVERSITY

By: 

Name: John W. Bardo
Title: President

Date: 2-5-15

WICHITA STATE INNOVATION ALLIANCE

By: 

Name: John S. Tomblin
Title: President

Date: 2-3-15

WSIA INVESTMENTS CORP

By: 

Name: Andy Schlapp
Title: Secretary and Treasurer

Date: 2-5-15