

NON-DISCLOSURE AGREEMENT

Parties: **Sierra Nevada Company, LLC (SNC)**
 Address 1
 City, State Zip

Company X
Address 1
City, State Zip

Points of Contact: **For SNC:**

 Administrative

Attention: Contact A
Title: Contact A Title
Phone: Contact A number
Email: Contact A email

Technical

Attention: Contact B
Title: Contact B Title
Phone: Contact B number
Email: Contact B email

For Company X:

 Administrative

Attention: Contact X
Title: Contact X Title
Phone: Contact X Phone
Email: Contact X email

Technical

Attention: Contact Y
Title: Contact Y Title
Phone: Contact Y number
Email: Contact Y email

Purpose: **Purpose**

Effective Date: **Effective Date**

Term: One (1) year from effective date

The parties anticipate exchanging sensitive and/or non-public information (“Proprietary Information”) in furtherance of the Purpose identified above. This Non-Disclosure Agreement (the “Agreement”) will govern how the parties treat Proprietary Information.

1.0 Fundamental Terms. Each party agrees to the following:

- a) Providing Information: This Agreement does not obligate either party to disclose information. If information is disclosed, the disclosing party shall identify all Proprietary Information. Written information must have a legend identifying it as “proprietary” or an equivalent written marking in order to be protected under this Agreement. Oral or visual disclosures must be reduced to writing, marked with a legend indicating that the information is proprietary. Information not identified as “proprietary” at the time of disclosure may be identified as “proprietary” at a later point in time by providing notice to the receiving party of such designation. If information is identified as “proprietary” after disclosure, the receiving party is only obligated to treat such information in accordance with this Agreement from the point of notice onward.
- b) Using Information: The receiving party may only use Proprietary Information for the Purpose identified above. The receiving party may only provide Proprietary Information to: (1) employees that need to know the information in order for the parties to achieve the Purpose; (2) third party accounting or legal consultants, but only to the extent that the consultant is under a comparable confidentiality obligation; or (3) individuals supplying contract labor to the receiving party, provided that the individual is subject to a comparable confidentiality obligation.
- c) Protecting Information: The receiving party shall protect and preserve the confidentiality of the Proprietary Information. The receiving party shall exercise at least the same degree of care when protecting the Proprietary Information as it uses when protecting its own sensitive and/or non-public information. In no event shall the receiving party use less than reasonable care to protect the other party’s Proprietary Information.
- d) Disclosures of Information: The receiving party shall immediately notify the disclosing party if Proprietary Information is disclosed in a manner contrary to this Agreement. Under such circumstances, the receiving party

shall take all reasonable steps to recover the Proprietary Information and prevent further disclosure, dissemination, or use of the Proprietary Information.

2.0 Information Not Covered. The following categories of information are not covered by this Agreement:

- a) Information that is in the public domain, or enters the public domain, through no wrongful act or failure to act by the receiving party;
- b) Information that, prior to the disclosure, was already in the lawful possession of the receiving party without restriction;
- c) Information that is obtained from a third party who is rightfully in possession of such information and is not subject to a contractual or fiduciary obligation to keep the information confidential; and
- d) Information that is independently developed by the receiving party without the use of any Proprietary Information provided by the disclosing party.

It shall be the burden of the receiving party to demonstrate that information falls into one of the above categories.

3.0 Disclosures Required by Law or Law Enforcement. If the receiving party is directed to disclose Proprietary Information pursuant to a judicial or Government order, the disclosure shall not breach this Agreement, provided the receiving party: (a) provides timely notice of such order to disclosing party; and (b) cooperates with the disclosing party's efforts to contest or limit the scope of such order.

4.0 Government Proposals. If the Purpose of this Agreement is to support a proposal to a United States government customer, the disclosing party consents to Proprietary Information being provided to the government as part of, or in support of, that proposal, provided that the party submitting the proposal complies with all appropriate data marking and protection requirements.

5.0 Ownership of Data. All Proprietary Information disclosed under this Agreement shall remain the property of the disclosing party. The receiving party only shall receive a limited license to use the disclosing party's Proprietary Information for the Term and Purpose of this Agreement. Such use shall only be in strict accordance with the terms of this Agreement. The foregoing license shall be non-sublicensable unless expressly permitted by the disclosing party, in writing, and on condition that such sublicense require the sublicensee to protect disclosing party's Proprietary Information according to no less than the same standards of care set forth herein.

6.0 Quality of Data. ALL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY PROVIDES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THIS PROVISION SHALL NOT APPLY TO INFORMATION DISCLOSED TO SNC AS PART OF OR IN SUPORT OF A PROPOSAL TO SNC AND/OR AN SNC CUSTOMER.

7.0 Termination.

- a) This Agreement shall terminate upon the conclusion of the Term, as identified above. The Agreement may be terminated early by written agreement of the parties.
- b) The receiving party's obligations under Sections 1(b), 1(c), 1(d), and 11(b) shall survive termination of the Agreement and continue for five years after termination.
- c) Upon the direction of the disclosing party (either at termination or earlier), the receiving party shall return or if directed by the disclosing party, destroy all documents (including but not limited to copies, summaries, analyses, reports) and media containing the disclosing party's Proprietary Information unless such information has been embedded in the other party's Proprietary Information. . However, the receiving party may retain one (1) copy of received Proprietary Information for the purpose of supervising their obligations under this Agreement.
- d) The receiving party is not obligated to return or destroy any received Proprietary Information stored on back-up media for the purposes of disaster recovery or any residual and/or latent data whose retrieval is impossible without specialized tools and techniques.

8.0 Remedies.

- a) The parties recognize that a breach of this Agreement will cause irreparable harm to the disclosing party and that the disclosing party will not be adequately or completely compensated by the award of damages for improper use or disclosure of the disclosing party's Proprietary Information.
- b) Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information of the other if such disclosure occurs despite the exercise of the level of care required by this Agreement and provided that, upon discovery of such disclosure or use, the party that disclosed the Proprietary Information immediately notifies the other party and takes all reasonable steps to retrieve the disclosed Proprietary Information and to prevent any further inadvertent, accidental, unauthorized or mistaken disclosure or use.
- c) If any action or proceeding is commenced in order to enforce this Agreement, or to recover damages as a result of an alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
- d) Each party agrees that the disclosing party shall have the right to seek an immediate injunction, in a court of competent jurisdiction, without the need to post bond, enjoining any breach, or threatened breach, of this Agreement.

9.0 Government-Controlled Information. To the extent that information disclosed is classified, export-controlled, or otherwise controlled by the U.S. or a foreign government, the parties agree to comply with all regulations regarding its use, disclosure, export, and transfer. If Proprietary Information is export controlled, neither party will export the Proprietary Information of the other without first obtaining written permission from the other party, in addition to satisfaction of all other regulatory approvals.

10.0 Miscellaneous Terms.

- a) This Agreement does not create a joint venture, partnership or formal business entity of any kind.
- b) This Agreement is not assignable. Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party without the prior consent in writing from the other party.
- c) No modification or waiver of this Agreement shall be binding unless made in writing and signed by the parties.
- d) A failure or delay of either party to enforce any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall not constitute waiver of any such provision.
- e) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s) that comes closest to the intention of the parties.
- f) Any dispute under or breach of this Agreement that cannot be settled between the parties shall be resolved through litigation. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without regard to conflict of law principles. Exclusive jurisdiction for any litigation arising out of this Agreement or its subject matter shall be in the state and federal courts located in the County of Washoe, State of Nevada. Each party submits to the exclusive jurisdiction of said courts.
- g) All rights identified in this Agreement are cumulative and in addition to any other rights that a party may have at law or equity.
- h) This Agreement constitutes the complete agreement between the parties and supersedes any previous understanding or agreement between the parties with respect to the subject matter hereof.
- i) This Agreement does not prohibit either party from lawfully reporting to the U.S. government waste, fraud, or abuse.
- j) Any notice under this Agreement shall be made to the administrative point of contact identified above. All notices shall be in writing and communicated by registered or certified mail, postage prepaid, return receipt requested; electronic mail; or by courier service.
- k) Unless authorized by written agreement, such as a contract or subcontract, neither party may use received Proprietary Information to: (i) manufacture or cause to be manufactured any products or goods; (ii) decompile, disassemble, decode, or reverse engineer any provided tangible item or software; (iii) provide a service; or (iv) apply for any patent or copyright.

11.0 **Artificial Intelligence**

a) Definitions for the purposes of this Agreement:

(i) "Training" refers to the process of using data to modify, improve, or derive machine learning model parameters, architecture, or functioning, which includes activities such as fine-tuning, algorithmic optimization, or expanding datasets for model development.

(ii) "Inference" refers to the process of using a pre-trained machine learning model to generate predictions, classifications, or other outputs from input data, without altering the underlying model parameters or architecture.

b) To the extent that a receiving Party utilizes AI in connection with Proprietary Information disclosed under this Agreement, that use is strictly limited to use in AI-driven Inference activities. A receiving Party may not use Proprietary Information disclosed under this Agreement for Training, fine-tuning, or other processes aimed at modifying, improving, or developing any AI or machine learning models, whether proprietary or provided by third parties. Vendors, suppliers, subcontractors, and service providers engaged by either party must take all necessary steps to ensure that Company Data is exclusively used for Inference and that any AI service providers involved adhere to this prohibition. If the receiving Party uses AI in connection with Proprietary Information disclosed under this Agreement, all requirements of this Agreement will continue to apply, including, but not limited to all restrictions on use and disclosure of Proprietary Information. Company Data must be stored, transmitted, and accessed in strict compliance with all applicable security requirements, including but not limited to protections for Export Controlled Information (ECI), Controlled Unclassified Information (CUI), and other regulatory standards relevant to aerospace, defense, or related industries. Vendors shall remain fully accountable for ensuring security and regulatory compliance at all times, including obtaining written assurances from service providers that no unauthorized AI Training will occur. Any breach of these provisions must be reported immediately, and the receiving party is obligated to take all reasonable steps to mitigate the breach and prevent future occurrences. The restrictions and obligations detailed in this section, including the prohibition on Training and model development, shall survive the termination of this Agreement in perpetuity to ensure the continued protection of Company Data and compliance with these terms.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the date first written above.

SIERRA NEVADA COMPANY, LLC

Company X

By:

By:

Print Name: **Contact A**
Title: **Contact A Title**
Date:

Print Name: **Contact X**
Title: **Contact X Title**
Date: