

**NON-DISCLOSURE AGREEMENT**  
**(one-way)**

This Agreement, made as of the last date set forth on the last page hereof (September 7, 2013), by and between Joseph "Jay" M. Malejki, III ("Company") and the other party named on the last page hereof ("Recipient"), sets forth the terms and conditions of the confidential disclosure of certain information by Company to Recipient.

Company and Recipient, in consideration of Recipient's performance of certain services for Company and the promises contained herein, agree as follows:

1. "Company's Confidential Information" shall mean all information disclosed to Recipient by Company or its agents or employees in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media) and all copies thereof, whether copied by Company or Recipient.
2. Except as expressly permitted herein, Recipient shall not disclose Company's Confidential Information and shall prevent the disclosure of such information by Recipient's employees and agents.
3. Recipient shall use Company's Confidential Information solely for the purpose (the "Permitted Purpose") specified on Exhibit A to this Agreement. Without limitation, Recipient shall not use any Confidential Information for its own benefit or the benefit of any third party without the prior written consent of Company.
4. Recipient shall disclose Company's Confidential Information only to those of its employees, agents and affiliates who have a need to know such information for the Permitted Purpose. Recipient shall require all such persons who have access to Company's Confidential Information to limit their use of such information to the Permitted Purpose and prohibit them from disclosing such information to third parties.
5. Company's Confidential Information shall not include any information that Recipient can demonstrate:
  - (a) was in Recipient's possession prior to disclosure by Company hereunder;
  - (b) was generally known, in the trade or business in which it is practiced by Company, at the time of disclosure to Recipient hereunder, or becomes so generally known after such disclosure, through no act of Recipient or its employees or agents; or
  - (c) has come into the possession of Recipient from a third party who is under no obligation to Company to maintain the confidentiality of such information.

If a particular portion or aspect of Company's Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

6. Recipient agrees not to reproduce or copy by any means Company's Confidential Information without Company's prior written permission in each case, except as reasonably required to accomplish the Permitted Purpose. Within ten (10) days of Company's request at any time, Recipient shall return to Company or destroy, at Company's option, all tangible materials that disclose or embody Company's Confidential Information.
7. Recipient shall not remove any proprietary rights legend from, and shall, upon Company's reasonable request, add any proprietary legend to, materials disclosing or embodying Company's Confidential Information.
8. In the event that Recipient is ordered to disclose Company's Confidential Information pursuant to a judicial or governmental request, requirement or order, Recipient shall immediately, and in any event prior to complying therewith, notify Company and take reasonable steps to assist Company in contesting such request, requirement or order or otherwise protecting Company's rights. Recipient may not disclose any Company Confidential Information in response to any law, rule or regulation, including disclosure rules of the Securities and Exchange Commission, without Company's prior written consent in each case.

9. Recipient acknowledges that Company's Confidential Information may still be under development, or may be incomplete, and that such information may relate to products that are under development or are planned for development. COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY PROPRIETARY INFORMATION WHICH IT DISCLOSES IN CONNECTION WITH THIS AGREEMENT. Company accepts no responsibility for any expenses, losses or action incurred or undertaken by Recipient as a result of Recipient's receipt or use of Company's Confidential Information. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS THAT IT WILL INTRODUCE ANY PRODUCT RELATING TO COMPANY'S CONFIDENTIAL INFORMATION.

10. Neither party has any obligation under or by virtue of this Agreement to purchase from or furnish to the other party any products or services, or to enter into any other agreement, including but not limited to, a development, purchasing or technology licensing agreement; provided, however, that except as may relate to the subject matter hereof, nothing in this Section 10 shall invalidate or otherwise modify the terms and provisions of any other agreement between the parties hereto relating to the provision of products or services.

11. Other than as expressly specified herein, Company grants no license to Recipient under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Company's Confidential Information. In the event that Company's Confidential Information is or becomes the subject of a patent application, patent, copyright or other proprietary right, Recipient agrees and understands that Company will have all the rights and remedies available to it under the law as a result of said patent application, patent, copyright or other proprietary right.

12. The parties acknowledge that it will be impossible to measure the damages that would be suffered by Company if Recipient fails to comply with this Agreement and that in the event of any such failure, Company will not have an adequate remedy at law. Company shall, therefore, be entitled in addition to any other rights and remedies to obtain specific performance of Recipient's obligations hereunder and to obtain immediate injunctive relief without having to post a bond. Recipient shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that Company has an adequate remedy at law.

13. Notwithstanding any other provisions of this Agreement, Recipient agrees not to export, directly or indirectly, any U.S. source technical data acquired from Company or any products utilizing such data to any countries outside the United States if such export would be in violation of the United States Export Control Laws or Regulations then in effect.

14. This Agreement and all actions related hereto shall be governed by the laws of the State of New York, excluding its choice of law principles.

15. The rights and obligations herein shall bind the parties, their legal representatives, successors, heirs and assigns.

16. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

Agreed to as of the date last written below:

Joseph M. Malejki, III

Recipient

Date: 9/7/13

Date: 09/07/13

#### EXHIBIT A

##### Permitted Purpose

The Recipient of information regarding the MyTab proposal may only use such information for the purpose of assisting and/or working for Joseph M. Malejki, III on the project during Professor William Arms' Fall 2013 CS 5150 class. Any information provided and/or discovered during the class may not be used once the class has concluded without the written consent of Company. All information provided regarding the MyTab concept is the sole property of "Company" on this date and may not be used or discussed in any context without the written consent of Joseph M. Malejki, III.

Agreed to as of the date last written below:

  
\_\_\_\_\_  
Joseph M. Malejki, III

  
\_\_\_\_\_  
Recipient

Date: 9/7/13

Date: 09/07/2013


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Joseph M. Malejki, III

  
Recipient

Date: 9/7/13


Date: 9/7/2013

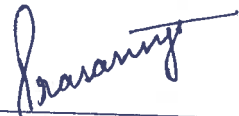
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Agreed to as of the date last written below:

  
Joseph M. Malejki, III

  
Recipient

Date: 2/2/13

Date: 09/07/2013

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Agreed to as of the date last written below:

  
\_\_\_\_\_  
Joseph M. Malejki, III

  
\_\_\_\_\_  
Recipient

Ravi Kodali

Date: 8/7/13


Date: 07/09/2013


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Recipient

Date: 9/7/13

Date: 09/07/2013

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Recipient

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Agreed to as of the date last written below:

  
Joseph M. Malejki, III

Date: 9/2/13

*J. K. Sasank*

KRISHNA SASANK TALASILA  
Recipient

Date: 7<sup>th</sup> September 2013

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