MUTUAL LIMITED USE AND NONDISCLOSURE AGREEMENT

This Mutual Limited Use and Nondisclosure Agreement (the "Agreement") is effective as of the latest date set forth on the signature page to this Agreement (the "Effective Date"), among Raytheon ("Company"), having its principal place of business at 1200 S Jupiter Rd, Garland, Texas 75042, and Southern Methodist University ("SMU"), having its principal place of business at 6425 Boaz Lane, Dallas, TX 75205. SMU together with Company, (collectively referred to as "parties" herein) governs the confidential disclosure and limited use of information Cyber security research in Hacnet lab.

    1.   <u>Confidential Information</u>. Confidential information ("Confidential Information") of, SMU, and Company will mean information that each desires to protect against unauthorized use or disclosure, and which is furnished under this Agreement as:

    (a)   Written or other tangible information clearly marked with a notice such as "Confidential"; and/or

    (b)   Oral information that is specifically identified at the time of disclosure as being confidential, provided that the confidential nature of such oral information is confirmed in writing within 5 days.

Confidential Information will not include information that: (i) is publicly disclosed without a breach of this Agreement, (ii) is known to one of the other parties prior to the time of disclosure, or is independently developed by one of the parties without using any Confidential Information, (iii) is obtained from another source that one of the parties has no reasonable cause to believe is under any obligation of confidentiality or (iv) is required by government regulation, by law or by a court of competent jurisdiction to be disclosed, provided that the disclosing party is given adequate written notice to allow it to protest such disclosure.

Confidential Information provided to one of the other parties will remain confidential and will be held to be proprietary.

    2.   <u>Protection</u>. The receiving party will treat Confidential Information as proprietary and confidential, safeguarding it at least as carefully as s/he would his/her own confidential information. The receiving party will not disclose any Confidential Information to any third party without prior written consent. If the receiving party learns of any unauthorized use or disclosure of any Confidential Information, it will promptly notify the disclosing party of the Confidential Information, and will reasonably cooperate with efforts to protect such Confidential Information. The obligation under this section is not intended to prevent other researchers at SMU or the Company from presenting at symposia, national or regional professional meetings, or from publishing in journals, theses or dissertations, or otherwise of their own choosing, methods and results of any project using Confidential Information; provided, however, that disclosing party shall have been furnished copies of any proposed publication or presentation at least forty-five (45) days in advance of the submission of such proposed publication or

presentation to a journal, editor, or other third party. The disclosing party shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication because there is Confidential Information of disclosing party therein. In the event that the disclosing party makes such objection, the parties shall negotiate an acceptable version prior to the submission date.

3.   Use. The receiving party will use Confidential Information only for evaluation, and for no other purpose without prior written consent. All Confidential Information will remain the property of the disclosing party and will be returned or destroyed upon request. The receiving party will limit use of Confidential Information provided to its specific purpose. Specifically, Confidential Information and or intermediate prototypes conveyed to the receiving party for product development purposes prior to execution of a formal license agreement will neither represent, constitute, nor imply transfer any rights to the use of Confidential Information or prototypes in a commercial product in the absence of a formal license agreement.

4. Export and ITAR Controls. The parties acknowledge that the laws and regulations of the United States may restrict the export and re-export of technology and technical data of United States origin, including Confidential Information. The parties agree to provide each other with any necessary information needed to classify export controlled or ITAR-controlled technology. The parties agree to comply with all United States export control laws and regulations.

5.   Term. The confidentiality obligations under this Agreement will expire four (4) months from the Effective Date.

6.   General. This Agreement will be binding on all successors and assigns. This Agreement supersedes all prior understandings or agreements regarding the same subject matter, and may be modified only by written agreement. This Agreement will be construed and enforced according to the substantive laws of the State of Texas.

Raytheon   **Southern Methodist University**

By: _____   By: _____
Name: Barry K Pride   Name: Alicia Brossette
Title: Engineering Director   Title: Assistant Vice President for Research and
                                                                          Technology Management

Date: //- 7 - //   Date: _____

SMU Researcher: I have read and understood the foregoing NDA and I agree to comply with its terms.

Name: ___Suku Nair_____

Title: ___Professor and Chair, Computer Science and Engineering Dept.

Date:____11/08/2011_____

COMPANY Researcher: I have read and understood the foregoing NDA and I agree to comply with its terms.

Name: ___Barry K Pride____

Title: _Engineering Director__

Date:__// - 7 - //_____

I agree to abide by the provisions of the foregoing Mutual Limited Use and Non-Disclosure Agreement between Southern Methodist University and Raytheon:

Name: ___Mitchell A. Thornton___

Title: ___Professor, Computer Science and Engineering Dept.

Date:___11/08/11_____

Name: _____

Title: _____

Date:_____