

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into this 24th day of April, 2019, between WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION ("Wabtec") and Summation Research Inc ("SRI"), collectively the "Parties".

WHEREAS, the Party receiving any information pursuant to the Transaction (as defined below) shall be designated as the "Recipient";

WHEREAS, In consideration of SRI and Wabtec agreeing to disclose to each other certain Protected Information (as defined below) relating to **Locomotive DP/HOT/EOT Radios** between the Parties (the "Transaction");

NOW THEREFORE, the Parties hereto agree as follows:

1. Nondisclosure of Protected Information:

(a) "Protected Information" shall mean all business, financial, contractual, administrative, customer and technical data, information or correspondence which is disclosed by either Party in furtherance of the Transaction; regardless of whether such information is marked as "Confidential" or "Proprietary" prior to disclosure. If Protected Information is disclosed orally, the Recipient must be advised of the confidential nature of the information at the time of disclosure, and the disclosing party must confirm the same in writing within ten (10) calendar days of such disclosure. The term "Protected Information" shall also include all analyses, compilations, data, studies, or other documents prepared by, on behalf of, or for the use of, the Recipient containing or based on, in whole or in part, any Protected Information or reflecting the Recipient's review of Protected Information;

(b) The Recipient shall not disclose Protected Information, or any portion thereof, to any person, firm, corporation, or other entity, other than those officers, employees, agents or consultants of the Recipient with a need to know;

(c) The Recipient shall use the Protected Information strictly for the purposes of the Transaction;

(d) The Recipient shall be responsible for any subsequent disclosure of the Protected Information by its officers, employees, agents, consultants other party to whom Recipient provided such Information in furtherance of the Transaction.

2. The Recipient warrants that it, its officers, directors, employees, agents and consultants shall exercise such measures as are reasonably necessary to keep the Protected Information in confidence, including but not limited to the following:

(a) they will maintain and not allow the removal of either Party's proprietary and copyright notices from the Protected Information;

(b) except as reasonably required for the Transaction, they will not reproduce or copy in any manner whatsoever, without prior agreement from the other Party, the Protected

Information, nor will they allow any third party to make copies of the Protected Information;

(c) they will not convert to their own use or the use of a third party any of the Protected Information, except as permitted hereunder.

3. The Recipient shall take all reasonable action, by instruction, agreement, or otherwise, with respect to its officers, employees, agents and consultants to comply fully with its obligations hereunder with respect to the protection and security of such Protected Information.

4. The Recipient shall, upon the other Party's request, return or destroy Protected Information and all memoranda, notes, reports and documents containing copies, extracts, summaries or reproductions of any Protected Information which are known by the Recipient to exist, and will certify having done so.

5. In disclosing the Protected Information to the Recipient, the other Party may elect to limit the Recipient's access to any part of the Protected Information to visual inspection of the Protected Information at such Party's premises with no right to take away copies, extracts or written summaries of the contents thereof.

6. The restrictions contained herein shall not apply with respect to any otherwise Protected Information that (i) is or becomes public knowledge or generally known within the applicable industry, in either case through no breach of this Agreement; (ii) is already known by the Recipient, or becomes known to the Recipient from another source, without an obligation of confidentiality and through no breach of this Agreement; (iii) is shown by sufficient documentation to have been independently developed or obtained by the Recipient outside of, and through no breach of, this Agreement; or (iv) is required to be disclosed by law or by any governmental or regulatory agency, provided that the Recipient shall provide the other Party with immediate notice that such information is to be disclosed.

7. The Parties make no representation or warranty as to the truth, accuracy or completeness of the Protected Information. Notwithstanding the foregoing, neither Party shall knowingly supply any Protected Information with the intention of misleading or defrauding the Recipient. Nothing herein shall be construed as granting the Recipient any right, title, interest in or ownership of the Information, or as granting any licenses or rights under any patents, copyrights or other proprietary rights (present or future) of either Party.

8. Recipient acknowledges the confidential nature of the Transaction and shall not disclose the possibility, existence or substance of the Transaction without first obtaining the written consent of the other Party. Notwithstanding the preceding provision, Recipient may disclose the existence or possibility of this business relationship as required by law.

9. Recipient will not export or transfer the Protected Information, whether directly or indirectly, to any person or entity outside of the United States of America, even if such disclosure is otherwise permitted under this Agreement, without first complying strictly and fully with all export controls which may be imposed on the Protected Information by the United States Government, or any country or organization of nations within whose jurisdiction Recipient operates or does business.

10. In the event that Recipient breaches this Agreement, the other Party shall have the right to enjoin Recipient, in a court of competent jurisdiction, from using or disclosing the Protected Information in any manner, in addition to any other remedy available at law or in equity.

11. Unless otherwise stated, the obligations under this Agreement shall survive for a period of three (3) years, regardless of whether a business relationship is established between the Parties pursuant to the Transaction, or whether the Agreement is terminated by either party.

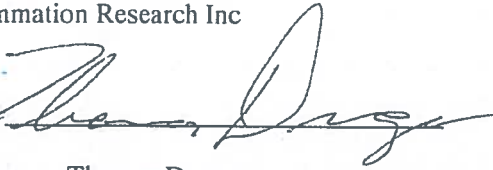
12. Except as may be permitted by a subsequent written agreement evidencing a business relationship relating to the Transaction, neither Party shall use the Protected Information for planning, marketing, product development, pricing or any other purpose that may be deemed anti-competitive or otherwise injurious to the business of the other Party.

13. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be duly executed as of the date first written above.

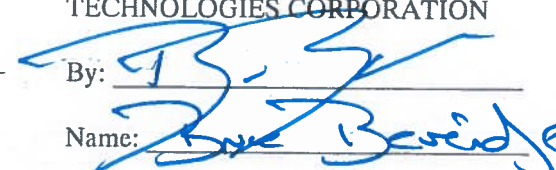
Summation Research Inc

By: 

Name: Thomas Drago

Title: President

WESTINGHOUSE AIR BRAKE
TECHNOLOGIES CORPORATION

By: 

Name: Bruce Beridge

Title: VP + GM