NON-DISCLOSURE AGREEMENT

L-3 Security & Detection Systems, Inc. ("L-3 SDS"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 10 Commerce Way, Woburn, MA 01801 and Mercury Systems, Inc. ("Mercury"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts having its principal office at 201 Riverneck Rd, Chelmsford, MA 01824, do enter into this Agreement.

WHEREAS, L-3 SDS is a leading supplier of security detection systems.

WHEREAS, Mercury is a provider of secure and safety-critical processing subsystem solutions pioneering a next generation defense electronics business model.

WHEREAS, both parties for their mutual benefit, are desirous that each party may disclose Proprietary Information that is related to the efforts in connection with the Provision 2.

NOW THEREFORE, the parties to this Agreement do mutually agree as follows:

1.0. The purpose of the disclosure of Proprietary Information is: business discussions related to the manufacturing of current and next generation ProVision detector assemblies and electronic switches for L-3 SDS.

2.0. Definitions

2.1. Proprietary Information includes all trade secrets, know-how and other information that relates to the business of the disclosing party and is not generally available to the public or generally known in the industries in which the disclosing party does business or may become engaged, including without limitation, any proprietary technical, marketing, operating, performance, cost, know-how, business and process information, software and hardware techniques, algorithms, formulas, devices, inventions, methods, processes, compilations of information, records, business plans and specifications that are owned or licensed by the disclosing party and used in the operation of the disclosing party's business and any other information of the disclosing party relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial condition, plans and capabilities, policies or prospects and all record bearing media containing or disclosing such information and techniques. Also included is any government information not cleared for public release under applicable government regulations.

2.2. Trade Secrets means information, including a formula, pattern, compilation, program, device, method, technique or process, that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3.0. The party receiving Proprietary Information understands that such information is regarded by the disclosing party as valuable. Unless otherwise expressly authorized in writing by the disclosing party, the receiving party agrees to retain such information in trust for the benefit of the disclosing party. The receiving party shall not disclose such Proprietary Information to any third party, and shall not use the information for any purpose other than as specified in this Agreement.

4.0. Proprietary Information shall not be copied or reproduced without the express written permission of the disclosing party, except for such copies as may reasonably be required for internal use commensurate with the purpose contemplated by this Agreement. Dissemination for internal use shall be restricted to authorized employees having established need-to-know. All copies authorized for internal use shall clearly display the disclosing party's proprietary legend.

5.0. In order for Proprietary Information disclosed by one party to the other to be protected in accordance with this Agreement, if the Proprietary Information lends itself to written form, it must be (a) in tangible form, such as descriptions, sketches, drawings, compositions, etc.; (b) be clearly and conspicuously marked with an appropriate legend on each page thereof indicating the proprietary nature of the information; and (c) delivered to the designated authorized representative identified herein, or if under the circumstances of disclosure, a reasonable person would regard such information as confidential or proprietary.

5.1. Where the Proprietary Information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with assertion by the disclosing party of proprietary rights therein, such orally disclosed information shall be protected by the receiving party in a manner and to the same degree as if disclosed in writing under the terms of this Agreement provided that written summaries of all proprietary aspects of any such oral disclosure shall have been delivered to the person receiving such oral disclosure, within fifteen (15) working days after the date of first disclosure.

6.0. The parties agree that neither party shall identify as proprietary, information which is not in good faith believed to be privileged, confidential, proprietary, a trade secret, or otherwise entitled to such markings or proprietary claims.

7.0. The standard of care for protection imposed on the party receiving Proprietary Information will be that degree of care the receiving party uses to prevent disclosure, publication, or dissemination of its own Proprietary Information. Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to protect its own data or information.

8.0. No license to the receiving party, under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained, is either granted or implied by the conveying of Proprietary Information to that party.

9.0. This Agreement shall commence on the date of its execution by the parties and shall terminate two (2) years thereafter, provided, however, that either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

10.0. Regardless of the termination of any relationship between the Parties, this Agreement and the obligations of nondisclosure contained herein will remain in full force and effect during the term of this Agreement and (a) for the life of the trade secret with respect to trade secrets and (b) for three (3) years after the term of this Agreement for all other proprietary information disclosed or received under this Agreement.

11.0. The obligation with respect to the protection and handling of Proprietary Information, as set forth in this Agreement, is not applicable to information which:

11.1. Was in the public domain at the time it was disclosed to the receiving party;

11.2. That is or becomes lawfully available to the receiving party from third parties who have received such information from the disclosing party without restriction on use or further disclosure;

11.3. Was already known to the receiving party at the time it was disclosed as evidenced by tangible evidence;

11.4. Is disclosed in accordance with the written approval of the disclosing party;

11.5. Is independently developed by employees of the receiving party who have not had access to such Proprietary Information.

12.0. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from disclosing any portion of such Proprietary Information pursuant to a judicial or other lawful Government order, but only to the extent so ordered, provided, however, that the receiving party receiving such order shall notify the other party in sufficient time to permit such other party to intervene in response to such order.

13.0. THIS AGREEMENT DOES NOT GRANT ANY WARRANTY, GUARANTEE, OR MAKE REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO DATA PROVIDED HEREUNDER, AS TO ITS ADEQUACY, SUFFICIENCY, OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM INFRINGEMENT OF TRADEMARKS, PATENTS OR COPYRIGHTS THAT MAY RESULT FROM THE USE OF SUCH DATA.

14.0. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture enterprise, pooling arrangement, partnership or other similar business arrangement of any kind, nor shall it constitute, create, give effect to or otherwise imply an obligation or commitment by the parties to continue with or enter into any other arrangement with respect to the purpose described here above.

15.0. Nothing contained in this Agreement is intended to or shall grant either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of that other party, nor shall it grant a right of claim for reimbursement of the cost for any effort expended hereunder.

16.0. All such Proprietary Information and copies thereof under this Agreement shall remain the property of the disclosing party. At the written request of the disclosing party, all such Proprietary Information shall be returned to the disclosing party:

16.1. Within thirty (30) days after the termination of this Agreement;

16.2. Upon completion of the purpose(s) for which it was provided; or

16.3. Upon breach of any requirement or obligation of this Agreement and written demand by the disclosing party for the return or destruction of all information.

17. The specific persons designated and authorized to receive Proprietary Information under this Agreement are so named below:

Mercury		**L-3 SDS**	
Name:	Lois A. Noonan	Name:	George Murphy
Address:	201 Riverneck Rd Chelmsford, MA 01824	Address:	2005 Gandy Blvd North Suite 600 St Petersburg FL 33702
Tel. No.	978-967-1794	Tel. No.	727-369-4075

All Proprietary Information exchanged under this Agreement shall be afforded the protection of this Agreement even if not furnished to the specific persons designated above.

18.0. It is understood that the parties to this Agreement may have performed substantial, independent development relating to the subject matter in both products and technology. This Agreement shall not limit either party's development and marketing of its own products or systems involving technology or ideas of the same or similar nature to that disclosed, nor does this Agreement prevent either party from undertaking the same or similar efforts with regards to its own products or systems for discussions with third parties, provided that the obligations hereunder are respected and not violated.

19.0. Technical data disclosed hereunder may be subject to U.S. export control laws and regulations. Accordingly, the receiving party shall not transfer technical data received under this Agreement to any foreign person, country, foreign subsidiary or parent corporation, without specific written authorization from the disclosing party and pursuant to an appropriate U.S. Government agency license. Further, the receiving party does assure the disclosing party it will not disclose technical data received hereunder to any employee, consultant or subcontractor employee not holding United States citizenship or granted admission or permanent residence in the United States under the Immigration and Nationality Act, as amended (8 USC 1101 et seq.).

20.0. During the term of this agreement and for one (1) year thereafter, neither party shall solicit or hire either directly or indirectly, for employment or a consulting arrangement, any employee or consultant of the other party who has access to the confidential information disclosed hereunder, except in response to a general advertisement.

21.0. Each party agrees that the software programs of the other party contain valuable, confidential information and each party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software program contained in the confidential information of the other party without the prior written consent of the other party.

22.0. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective, duly authorized representatives. The requirement for mutual execution of an amendment shall not apply to a change of address or designation of a new point-of-contact to receive Proprietary Information. Such latter

changes shall be accomplished by letter from the changing party to the other party. This Agreement constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all matters herein referred to; all previous discussions, promises, representations, and understandings relative thereto, if any, had between the parties hereto, being herein merged.

23.0. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Proprietary Information when received. Such legends or statements shall not be binding on the receiving party unless otherwise agreed in writing.

24.0. Neither party to this Agreement shall disclose to the other party any information it holds subject to an obligation of confidence to any third party without the prior written authorization of such third party.

25.0. Each party shall bear all of its own costs, expenses, risks, and liabilities incurred by it arising out of its obligations and efforts under this Agreement.

26.0. Each party acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law (which the disclosing party does not waive by the exercise of any rights hereunder), the non-breaching party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

27.0. This Agreement is deemed to be made under and shall be construed in accordance with the laws of the State of New York, exclusive of the conflict of laws provision thereof.

28.0. The parties agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Agreement, any fully executed copy of the Agreement transmitted by facsimile or by e-mail shall be deemed to be the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth under their respective signatures.

Mercury Systems, Inc.

Signature

By: Lois Noonan
Title: Sr. Government Contracts Manager

Date: Feb. 2, 2017

L-3 Security & Detection Systems, Inc.

Signature

By: William McManus
Title: VP, General Counsel

Date: 2/2/17