MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into and effective as of the 9 day of September, 2020 ("Effective Date") by and between Teledyne RD Instruments, a business unit of Teledyne Instruments, Inc., having its principal place of business located at 14020 Stowe Drive, Poway, CA 92064, United States of America ("Teledyne"), and MBARI Monterey Bay Aquarium Research Institute, having its principal place of business located at 7700 Sandholdt Road, Moss Landing, California, 95039 ("Company"). Teledyne and Company are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

BACKGROUND

Each Party wishes to have access to certain sensitive business and technical related information owned by or in the possession of the other Party for the purpose of MBARI designing a modification to the existing SEADEVIL T24 INS housing to integrate a modern 300kHz phased array transducer (the "Purpose"). At their discretion, the Parties are willing to provide each other such information, but only under certain restrictive conditions as set forth herein.

Teledyne and Company agree as follows:

TERMS AND CONDITIONS

1. **Term**. Unless sooner terminated, this Agreement shall expire one (1) year after the Effective Date ("Term").

2. **Confidential Information**. In connection with the Purpose, each Party may disclose Confidential Information to the other during the Term. As the terms are used within this Agreement with respect to any particular Confidential Information, the Party which discloses the Confidential Information is referred to as the "Disclosing Party" and the Party which receives the Confidential Information is referred to as the "Recipient". "Confidential Information", as the term is used herein, is any non-public technical, commercial, or other business-related information in any form (written, electromagnetic, visual, observance, etc.), but excludes information that (a) is rightfully known to or already in the possession of Recipient at the time of receipt from Disclosing Party; (b) is independently developed by Recipient without use or reference to the Confidential Information; (c) comes into or is already in the public domain except as a result of a breach of this Agreement by Recipient; or (d) is rightfully received, free of restrictions, by Recipient from a Third Party. "Third Party" means anyone other than Teledyne, Company, and their respective employees.

3. **Use and Disclosure**. Recipient may use Confidential Information only for the Purpose, and may disclose Confidential Information to its own employees, but only on a need-to-know basis in connection with the Purpose.

4. **Duty to Protect**. Recipient must securely maintain Confidential Information and use at least the same degree of care to prevent unauthorized use or disclosure as it uses for its own similar information, but not less than reasonable care. Recipient must not copy Confidential Information without Disclosing Party's prior written approval. Recipient shall not disclose any Confidential Information to any Third Party without the prior written approval of Disclosing Party. In the event Disclosing Party provides such approval, then prior to disclosing the Confidential Information to the Third Party, Recipient shall ensure that the Third Party has either executed an agreement with Disclosing Party covering Disclosing Party's rights and the Third Party's obligations regarding Confidential Information to Disclosing Party's satisfaction, or an agreement with Recipient providing rights for Disclosing Party and imposing obligations on the Third Party regarding Confidential Information equal to those that Disclosing Party and Recipient have under this Agreement. If a law or regulation requires Recipient to disclose Confidential Information to a Third Party, such Confidential Information may be disclosed only to the extent required and, if permissible, no earlier than five (5) business days after Recipient provides Disclosing Party with notice of the requirement for such disclosure.

5. **Export**. Recipient may not export any Confidential Information without Disclosing Party's prior written consent. For each export so consented to, Recipient shall comply with all applicable U.S. laws and regulations, including without limitation the U.S. Department of State's International Traffic in Arms Regulations (ITAR) and the U.S. Department of Commerce's Export Administration Regulations (EAR).

6. **Unauthorized Use or Disclosure**. Recipient must notify Disclosing Party immediately upon learning of any unauthorized use or disclosure of Confidential Information, and must use all reasonable efforts to mitigate such use or disclosure and to prevent any further unauthorized use or disclosure. Recipient shall be liable for any act or omission by a

Third Party to whom it discloses Confidential Information if such act or omission would be a breach of this Agreement if committed by Recipient itself.

7. **Equitable Relief**. Recipient acknowledges that due to the unique nature of Disclosing Party's Confidential Information, monetary damages alone would not be an adequate remedy for Recipient's breach of this Agreement. Accordingly, for any threatened or actual breach of this Agreement by Recipient, and notwithstanding Section 13, Disclosing Party shall be entitled to seek equitable relief from any court of competent jurisdiction, including without limitation injunction and specific performance, without having to prove damages or post bond or other security, and without prejudice to any other rights and remedies it may have.

8. **Termination for Breach**. Without prejudice to its right to equitable relief under Section 7, either Party may terminate this Agreement if it is not itself in breach of this Agreement, the other Party breaches this Agreement, and that breach remains uncured for five (5) calendar days after notice to cure the breach is provided to the breaching Party.

9. **Termination for Convenience**. Either Party to this Agreement may terminate this Agreement at any time and without cause upon giving the other Party at least thirty (30) days' prior written notice of termination.

10. **Return or Destruction**. Upon the expiration or earlier termination of this Agreement, Recipient must cease all use of Confidential Information, and return or destroy all Confidential Information, as directed by Disclosing Party, including all copies. For Confidential Information to be destroyed, Recipient shall certify such to Disclosing Party in writing once complete.

11. **Continuing Rights and Obligations**. The expiration or earlier termination of this Agreement shall not affect any of either Party's rights or liabilities accrued through the expiration or termination date. Recipient's obligations under Sections 3, 4, 6, and 10 shall continue for five (5) years from the expiration or termination date.

12. **Governing Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, United States of America, excluding its conflict of law principles, which laws and exclusion shall also apply to all claims arising out of relating to this Agreement, whether based in contract, tort or otherwise.

13. **Dispute Resolution**. Any dispute arising from or relating to this Agreement, or the breach of it, that the Parties are unable to resolve through amicable negotiation in good faith shall be resolved exclusively through arbitration. In the event of such a dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association. The arbitration hearing, including the rendering of the award, shall take place in San Diego, California, United States of America. The arbitrator shall determine final resolution of any disagreement between the Parties regarding discovery. The Parties and the arbitrator shall be permitted to examine witnesses. A written transcript of the hearing shall be furnished to the Parties, with the cost of the transcript borne equally by each Party. The arbitrator shall determine the allocation of all other arbitration costs, including whether to award attorneys' fees to the prevailing Party if so permitted by law. The arbitrator's award shall be accompanied by a reasoned opinion. The award shall be final and binding upon the Parties, and may be entered in any court of competent jurisdiction. Each Party waives its right to any appeal under any system of law. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content, or results of the arbitration without the prior written consent of both Parties.

14. **No Obligation for Further Relationship**. This Agreement does not oblige either Party to enter into any business transaction or other agreement.

15. **No Warranty**. Disclosing Party disclaims all warranties and representations, express or implied, relating to Confidential Information, and all Confidential Information is provided or otherwise made available "as-is" and "with all faults". Except as may otherwise be expressly set forth in this Agreement, Recipient and Third Parties may not rely on Confidential Information for any purpose, and Disclosing Party will not be liable for any use, possession, or further disclosure of Confidential Information by Recipient or any Third Party.

16. **No Implied Rights**. This Agreement grants no licenses to or other rights in either Party's patents, copyrights, trademarks, trade secrets, or other intellectual property other than those expressly stated.

17. **Modifications to Agreement**. This Agreement may not be modified except by written instrument signed by the Parties' respective authorized representatives.

18. Notices. All notices by one Party to the other which are required or permitted by this Agreement must be in writing, and either delivered personally, or by overnight courier, certified mail (return receipt requested), facsimile, or email addressed to the other Party as provided below. Receipt of a notice is deemed to occur upon delivery, but regardless of delivery method, the sending Party is responsible for documenting delivery. Either Party may change its notification address and point of contact by giving the other Party notice of the change.

If to Teledyne:	Teledyne RD Instruments, a business unit of Teledyne Instruments, Inc. 14020 Stowe Drive, Poway, CA 92064	
	Attention:	David Marousch
	Telephone:	858-842-2647
	Email:	David.Marousch@teledyne.com
With a copy to:	Teledyne Technologies Incorporated 1049 Camino Dos Rios Thousand Oaks, CA 91360	
	Attention:	Contracts Dept
If to Company:	MBARI Monterey Bay Aquarium Research Institute 7700 Sandholdt Road, Moss Landing, California, 95039	
	Attention:	Hans Thomas
	Telephone:	(831) 775-1976
	Facsimile:	[INSERT facsimile number]
	Email:	hthomas@mbari.org

19. Assignment. Neither Party may assign or delegate this Agreement to any Third Party, whether by operation of law or otherwise, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent is void, except that without Company's consent, Teledyne may assign or delegate this Agreement or any of its rights hereunder to Teledyne Technologies Incorporated or any of its respective subsidiaries or affiliates or to any purchaser of all, or substantially all, of Teledyne's assets. This Agreement is binding upon, and inures to the benefit of, the permitted successors and assigns of Teledyne and Company.

20. Waiver. A Party's failure or delay on any occasion to enforce any right it has under this Agreement, or to insist upon strict adherence to any term of this Agreement, does not waive that or any other right, or preclude insistence upon strict adherence to that or any other term, then or in the future, unless specifically stated otherwise in writing by an authorized representative of that Party.

21. Severability. If any provision of this Agreement is held to be unenforceable under present or future laws as written, that provision shall be construed with an enforceable interpretation achieving the apparent intent of the Parties as nearly as possible, and the rest of the Agreement shall remain in effect as written.

22. Headings. Section headings are used only for convenience and do not affect this Agreement's interpretation.

23. Survival. The following Sections shall survive the expiration or earlier termination of this Agreement: 2. Confidential Information; 4. Duty to Protect; 5. Export; 6. Unauthorized Use or Disclosure; 7. Equitable Relief; 10. Return or Destruction; 11. Continuing Rights and Obligations; 12. Governing Law; 13. Dispute Resolution; 14. No Obligation for Further Relationship; 15. No Warranty; 16. No Implied Rights; and 18. Notices.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

25. Entire Agreement. This Agreement is the entire agreement between the Parties regarding its subject matter, superseding all prior agreements or understandings.

Agreed by the Parties as of the Effective Date.

For: Teledyne

Teledyne RD Instruments, a business unit of Teledyne Instruments Inc.

Name of Organization

Signature

Printed or Typed Name

Title

For: Company

MBARI Monterey Bay Aquarium Research Institute

Name of Organization

Hans Thomas

Signature

Hans Thomas

Printed or Typed Name

AUV Supervisor, Division of Marine Operations

Title