

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made as of _____, between the UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE ("USOPC"), acting on behalf of itself and its Affiliates, whose principal address is One Olympic Plaza, Colorado Springs, CO 80909 and 47G - Utah Aerospace and Defense ("47G"), whose principal address is 175 West 200 South, Suite 4000, Salt Lake City, UT 84101, WEBER STATE UNIVERSITY ("WSU") whose principal address is 3848 Harrison Blvd, Ogden UT 84408; OGDEN CITY whose principal address is 2549 Washington Blvd, Suite 320, Ogden UT 84401; WEBER COUNTY whose principal address is 2380 Washington Blvd, Ogden UT 84401; and TOTALSIM, LLC whose principal address is 4960 Blazer Pkwy, Dublin OH 43017 (each a "Party" and collectively the "Parties").

Each Party desires to disclose to the other certain Confidential Information (as defined herein) in order to discuss information related to the finances, feasibility, development, and construction of a facility for aerodynamics research and innovation in Utah ("Business Purpose"), and to protect such Confidential Information from unauthorized disclosure.

In consideration of the mutual disclosure of Confidential Information and the covenants and promises contained herein, the Parties agree as follows:

1. This Agreement will apply to all Confidential Information disclosed by the Parties to each other and shall have a term of one (1) year. Further, the obligations of confidentiality arising under this Agreement shall survive the termination or expiration of this Agreement. For purposes of this Agreement, "Confidential Information" shall mean any non-public information provided by discloser to recipient during the term of this Agreement, that was designated or identified by discloser as confidential, or should be known by recipient when exercising reasonable business judgment to be confidential given the nature or circumstances of its disclosure that is provided in connection with the Business Purpose.

2. For purposes of this Agreement, an "Affiliate" shall mean an entity controlled by, controlling or under common control with a Party as applicable, but only so long as such control exists. The cessation of such control shall not release an Affiliate of its obligation to comply with the terms and conditions of this Agreement for the period of time stated herein, nor release either Party from its obligation to treat the Confidential Information of such Affiliate in accordance with this Agreement.

3. The Parties agree that they will (i) hold the Confidential Information disclosed in confidence, (ii) not disclose such Confidential Information to any one other than the Representatives of the recipient (as defined below), and (iii) not use any such Confidential Information for any purpose except for the Business Purpose. Each Party shall protect and prevent the unauthorized use, dissemination, or publication of the Confidential Information disclosed by the other Party by using the same degree of care as the receiving Party uses to protect its own confidential information of like importance, but in any case using no less than a reasonable degree of care. Notwithstanding anything to the contrary in this Section 3, each Party may disclose Confidential Information disclosed by the other Party to its attorneys and accountants who have a bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement (collectively, "Representatives"), but only to the extent necessary to carry out the Business Purpose.

4. Confidential Information will not include information disclosed by a party which:

(i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public other than by a breach of this Agreement by the receiving Party or its Representatives;

(ii) was acquired by the receiving Party before receiving such information from the disclosing party without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to the receiving Party without restriction as to use or disclosure by a third party authorized to make such disclosure;

(iv) is information that the receiving party can document was independently developed by the receiving party without reference to the Confidential Information disclosed by the other Party; or

(v) is disclosed with the prior written consent of the other Party.

5. In the event any Party is required by law, regulation or a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, to disclose any of the Confidential Information, they will promptly notify the other party in writing of the existence, terms and circumstances surrounding such required disclosure so that the other Party may seek a protective order or other appropriate remedy from the proper authority. Each party agrees to cooperate with in seeking such order or other remedy. Each party further agrees that if it is required to disclose Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

6. Each Party will promptly return to the other party, or, if so directed in writing, destroy all tangible items containing or consisting of the Confidential Information and all copies thereof upon the request of the other Party. In addition, the Parties shall ensure the destruction of all notes, analyses and other information prepared or extracted from the Confidential Information, and shall certify such destruction by a duly authorized officer upon request. Notwithstanding anything herein, Parties must abide by any applicable data privacy and retention laws regarding destruction of any Confidential Information.

7. The Parties recognize and agree that nothing contained in this Agreement will be construed as granting any rights by license or otherwise, to any of the Confidential Information disclosed except as specified in this Agreement. Nothing in this Agreement shall be deemed to grant to either Party a license to the other Party's copyrights, patents, trade secrets, trademarks or other intellectual property rights. The Parties agree that all Confidential Information deemed to include trade secrets will be communicated only in a clearly identified and marked writing. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to identify trade secrets. Parties hereby waive any rights or claims regarding trade secrets unless identified as specified in this section.

8. Nothing in this Agreement, any discussions undertaken, nor any disclosures made pursuant to this Agreement shall be deemed a commitment to disclose any information to the other Party or to engage in any business relationship, contract or future dealing with the other Party. In addition, nothing in this Agreement shall be deemed to limit either party's right to conduct similar discussions or perform similar activities to those undertaken in accordance with this Agreement, unless such discussions or activities are in violation of the terms hereof.

10. The parties acknowledge that (a) all Confidential Information disclosed by each party is owned solely by that party, (b) such Confidential Information is unique and valuable to the parties, and (c) the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Parties, for which monetary damages alone would not be an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement, the other party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to, and not in lieu of any other remedies available to the Parties, including but not limited to monetary damages.

11. Except upon mutual written agreement, the existence and terms of this Agreement, the fact that there have been, or may be, discussions or negotiations contemplated by this Agreement, and the existence and nature of any business relationship between the parties, shall be treated by each Party as the Confidential Information of the other Party subject to the terms of this Agreement.

12. The Parties acknowledge that WSU, Ogden City and Weber County are governmental entities subject to the Utah open records law known as the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended (“GRAMA”); that certain records within WSU’s, Ogden City’s and/or Weber County’s possession or control, including without limitation, this Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that any of WSU’s, Ogden City’s and/or Weber County’s confidentiality obligations shall be subject in all respects to compliance with GRAMA. WSU, Ogden City and Weber County hereby informs the other Parties that any person or entity that provides WSU, Ogden City, and/or Weber County with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to WSU, Ogden City and/or Weber County with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA. Pricing information is not generally protected from disclosure under GRAMA. Notwithstanding any provision to the contrary in this Agreement, WSU, Ogden City, and/or Weber County may disclose any information or record to the extent required by GRAMA or otherwise required by law or a governing body of WSU, Ogden City and/or Weber County.

13 . No waiver, modification or amendment of any provisions of this Agreement shall be valid unless made in writing, signed by all Parties, and specifying with particularity the nature and extent of such a waiver, modification or amendment. Any such waiver, modification or amendment shall, in no event, be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, but such waiver shall be strictly limited and restricted to the extent and occasion specified in such signed writing.

14 . If either Party employs legal counsel to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the substantive laws of the state of Utah , U.S.A. Venue for any proceedings to enforce this Agreement shall be in the state or federal courts of Salt Lake City, Utah , and each Party hereby consents to the exclusive personal jurisdiction of such courts. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement.

15 . No Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16 . No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

17 . If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signed copy of this Agreement copied or reproduced and transmitted via photocopy, facsimile or other process that accurately transmits the original document shall be considered an original document.

17

18. No Party shall at any time disclose (other than to its officers, directors, employees and professional advisors with a need to know, as applicable) any of the terms of this Agreement, or make any public announcement concerning this Agreement or the Parties’ business relationship, without prior written consent of the other Party. Any officer, director, employee, or professional advisor of any Party receiving information about this Agreement that is

not otherwise public shall be required to treat such received information as confidential. Further, nothing in this Agreement shall be construed as giving the Parties, their principal(s), employees, agents or subcontractors the right to advertise or publicize its affiliation or relationship with the other Parties terminology in any way to promote its services without the prior written consent of the other Parties .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

47G - Utah Aerospace and Defense

By: _____

Date: _____

Name: _____

Title: _____

United States Olympic & Paralympic Committee

By: _____

Date: _____

Name: _____

Title: _____

Weber State University

By: _____

Date: _____

Name: _____

Title: _____

TotalSim, LLC

By: _____

Date: _____

Name: _____

Title: _____

Ogden City

By: _____

Date: _____

Name: _____

Title: _____

Weber County

By: _____

Date: _____

Name: _____

Title: _____