

4.0 **Confidentiality of Third Party Information.** Contractor agrees that Contractor shall not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any, and that Contractor shall not bring onto the premises of MTS any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.

5.0 **Ownership and Assignment of Contractor Works.** Any copyrightable works prepared by Contractor during Service for MTS shall be deemed works for hire under the copyright laws of the United States. Contractor Works shall be the sole and exclusive property of MTS or its nominee. At the request of MTS, during and following Service for MTS, Contractor shall execute and assign to MTS or its nominee any and all applications, assignments, powers of attorney and other instruments which MTS shall deem necessary or convenient in order to: (a) apply for and obtain patent or copyright protection in any country for any of such Contractor Works, and (b) assign and convey to MTS or its nominee the sole and exclusive right, title and interest in and to said Contractor Works, copyrights and patents. Contractor will render aid and assistance in any interference or litigation pertaining thereto, all expenses reasonably incurred by Contractor at the request of MTS to be borne by MTS.

6.0 **MTS Release of Rights.** Certain Contractor Works may be released to Contractor under terms mutually agreed upon in writing, thereupon, Contractor shall be free to use those Contractor Works as specified and under the terms in the written agreement.

7.0 **NOTICE:** MTS hereby gives Contractor written notice that this Agreement does not apply to any invention or copyrightable material for which no equipment, supplies, facility or Confidential Information of MTS was used and which was developed entirely on Contractor's own time, and (a) which does not relate (1) directly to the business of MTS or (2) to MTS's actual or demonstrably anticipated business, or (b) which does not result from any work performed by Contractor for MTS. Contractor hereby acknowledges receipt of a copy of this written notice.

8.0 **Non-Compete Agreement.** During and for a period of twelve (12) months after the cessation of Service for MTS, Contractor agrees not to perform Services for any competing business in the same field of commercial activities or engage or assist (a) in the organization of any competing business in the field of said Services or (b) in any activities related to the sale, development, design or manufacture of any product which competes with products of MTS in the field of said Services. [This provision should only be used on a case-by-case basis.]

9.0 **General Provisions.**

9.1 In the event that any portion of this Agreement is held to be invalid or unenforceable for any reason, the parties agree that said invalidity or unenforceability shall not affect the other provisions of this Agreement, and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect, and any court of competent jurisdiction may so modify or amend the objectionable provision so as to make it valid, reasonable and enforceable.

9.2 This Agreement replaces and supersedes all prior agreements between the parties relating to the same subject matter. This Agreement may not be terminated, amended, or modified in any way, except in writing signed by both Contractor and MTS.

9.3 No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other