



MTS CONTRACTOR AGREEMENT (USA Version)

AGREEMENT made this 3rd day of June, 2013 by and between MTS Systems Corporation, including any subsidiary, associated or affiliated companies ("MTS"), a Minnesota corporation, and Rodney L. Larson ("Contractor") of AEROTEK [Insert name of Contractor's employer] ("Consultant"). The parties agree as follows:

1.0 Contract Services. Contractor is an employee of Consultant assigned by Consultant to provide Services (defined below) to MTS. Consultant has entered into a consulting agreement dated [_____, 20__] with MTS (the "Consulting Agreement") to provide MTS with services ("Services") relating to (Provide detailed description including specific definition of acceptable performance required for Consultant to obtain payment for Services. This may be provided in a separate document referenced below and attached hereto):

see attachment

In consideration for MTS entering into the Consulting Agreement with Consultant and allowing Consultant to assign Contractor to provide Services to MTS, Contractor agrees to be bound by the terms of this Agreement.

2.0 Definitions. (a) "Contractor Works" shall mean any and all know how, improvements, discoveries, trade secret information, inventions and copyrightable works first conceived, made, or first reduced to practice by Contractor during the period of Contractor's Service for MTS, which relates directly to the actual or demonstrably anticipated business of MTS or which results from any work performed by Contractor for MTS during and for a period of six (6) months after the period of Contractor's Service for MTS. (b) "Confidential Information" shall mean technical and business information (whether written or not), including but not limited to, trade secrets, intellectual property, know-how, technology, research and development, engineering and manufacturing methods, specifications, processes, techniques, computer hardware or software, chemical composition of materials, applications for particular technologies, materials or designs, vendor names, customer lists, management systems, financial information, employees and sales and marketing plans. All information disclosed to Contractor or to which Contractor has access during the term of this Agreement which Contractor has a reasonable basis to believe is Confidential Information or which is treated by MTS as Confidential Information, shall be presumed to be Confidential Information.

3.0 Confidentiality of MTS Information. Contractor might acquire knowledge of Confidential Information during the course of Service for MTS. Contractor agrees not to use or disclose, directly or indirectly, for Contractor's own benefit or for the benefit of another, either during or after Service for MTS, any such Confidential Information including Confidential Information embodied in Contractor Works; except to the extent authorized by MTS. For the purposes of this section, no information shall be deemed Confidential Information if it (a) is in the public domain or is disclosed to Contractor by a third party without breach of a confidentiality obligation, (b) subsequently comes into the public domain through a source other than Contractor; or (c) was known by Contractor prior to the date of this Agreement or is developed by Contractor independently and without use of any Confidential Information. Upon cessation of Service for MTS or at any time at the request of MTS, Contractor shall turn over to MTS all information and copies thereof that is in Contractor's possession, is the property of MTS and may contain Confidential Information.

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

party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

9.4 This Agreement may not be assigned by either party hereto without the prior written consent of the other party; provided, however, that MTS may assign this Agreement to an affiliate or successor. This Agreement shall be binding upon and inure to the benefit of Contractor and of MTS and its successors and assigns.

9.5 This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Minnesota, excluding its conflict of law rules. The District Court of the County of Hennepin or the United States District Court for the District of Minnesota shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The prevailing party shall be entitled to recover from the losing party its attorneys' fees in any litigation relating to or arising out of this Agreement.

9.6 MTS and Contractor agree that the provisions and restrictions contained in this Agreement are necessary to protect the legitimate continuing interests of MTS, and that any violation or breach of those provisions will result in irreparable injury to MTS for which a remedy at law would be inadequate and that, in addition to any relief at law that may be available to MTS for such violation or breach and regardless of any other provision contained in this Agreement, MTS shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

9.7 Contractor shall not use, distribute, transfer, transmit or release any Confidential Information provided under this Agreement except in compliance with U.S. export laws and regulations (the "Export Laws"). Contractor shall not, directly or indirectly, export or re-export Confidential Information or Contractor Works to any country which is a prohibited country as specified in the applicable Export Laws.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer effective as of the date first above written.

MTS Systems Corporation:

By _____
Signature

Printed Name

Title

Date

[Contractor's Name:]

Rodney L. Larson
Signature

RODNEY L. LARSON
Printed Name

P.O. Box 4847, Eden Prairie, MN
Home Address

478-52-1117
Social Security Number

June 3, 2013
Date