



HARRIS CORPORATION

July 12, 2010

DELAWARE STATE POLICE
Dennis Schmitt
1575 McKee
Ste 205
Dover, DE 19904

Government Communications
Systems Division
Wireless Products Group HQ
407 John Rodes Boulevard
Melbourne, FL USA 32934
phone 1-571-246-7450
e-mail: michael.dillon@harris.com
www.harris.com

Subject: NDA

Dear Dennis,

Thank you for your interest in Harris Corporation's Wireless Products Group's (WPG) offerings. We have been working with you and your team on their inquiries about and purchase of our products and need to establish your understanding and cooperation.

As with many of the tools and techniques used by your officers and investigators, stealth, quiet approach, and skilled execution are the glue that transforms weapons and technology investments into capabilities and results. However, unlike many other tools used, WPG's Products' are restricted to sworn law enforcement personnel only, and then only to those with a "need to know". Stated simply, only officers and investigators with arrest authority are permitted to use them or have knowledge of how they work. These products must not be discussed with or demonstrated to any other persons (e.g. administrative assistants, procurement staff, council members and other elected officials, grant representatives, press or media). Additionally, the WPG products should not be discussed or demonstrated in any public setting where the general public may overhear or see, such as an open courtroom or a 7-Eleven parking lot.

The effectiveness of our solutions are best ensured by maintaining strict adherence to the confidentiality imposed by Title 18 US Code 2512 (see attached). As with other tools and activities surrounding CALEA, Title 18 and Title 3 US Code, policy and treatment of WPG's products' capabilities need to be similar to other Intelligence-oriented aspects of your operations, and in accordance with the laws in your State and jurisdiction. In short, the capabilities of these tools should not be discussed or demonstrated outside of appropriate closed-door settings, and should only be conducted with sworn personnel who have a need to know.

The below list is just a snapshot of disclosure scenarios we are aware of.

Common Mistakes Leading To Prohibited Disclosures

- Agency users disclosing in a public forum, how WPG products are used.
- Agency users sharing anecdotes or referring to product capabilities when speaking with or within proximity of support personnel.
- Agency users inviting agency personnel, who do not meet the need to know criteria, to product demonstrations or mission debriefs.
- Investigators supported by agency users, disclosing WPG's products' capabilities via documents, testimony, and debriefs.

- Agency representatives disclosing WPG's products' use/role in successful missions to press and media, or in public settings where the press or media is expected or likely to be in attendance.
- Agencies posting procurement documents for WPG products on publicly-available websites.
- Agency users exposing WPG products, their vehicles, etc. to incarcerated persons (e.g. jails, prisons, juvenile facilities, station Sally Port parking area).
- Agency users loading equipment in and out of vehicles in public view.
- Agencies failing to debrief outgoing users regarding their obligation to keep their knowledge confidential.

The collective goal of our users should be to ensure that these types of disclosures do not occur. User discretion is the key to the success of their agency's future missions using WPG Products.

The attached Nondisclosure Agreement (NDA) has been developed to help ensure that the agencies that use WPG Products, continue to fully benefit from the many advantages the products bring to law enforcement missions. It provides the structure and agreement to the above described discipline. Compliance with it will assist in preventing the above and other common mistakes that may jeopardize or compromise your agency's missions and techniques enabled by your WPG Products.

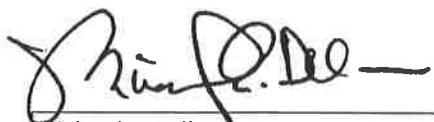
Moreover, the NDA provides a common and consistent way for Harris Corporation to communicate this information to you and your personnel that best assures understanding for all who need to know and commit to this discipline.

We at Harris Corporation are excited to have your agency among the many federal, state and local professional organizations we serve daily. We are committed to your success. Should you have any questions about the NDA, this letter, or our products and services, please contact your WPG Account Manager.

Please review and sign the NDA, and return it to our WPG Contracts Representative or Account Manager. We will return to you a copy of the fully executed and signed agreement within a few business days.

Thank you for the opportunity to serve you. If you require any additional information, please don't hesitate to call me at (571) 246-7450.

Respectfully,



Michael E. Dillon
Major Account Manager Wireless Products Group
Harris Corporation
(571) 246-7450
Michael.dillon@harris.com
WPG Support Phone: 1-800-358-5297
www.wpg.harris.com

Attachment: NDA



**Non-Disclosure Agreement (NDA)
Harris Corporation, GCSD
Wireless Products Group (WPG)/Wireless Solutions**

Effective Date: 7/12/2010

In order to protect certain Harris Corporation developed "Title 18" Protected Products, (hereinafter called "Products,") both HARRIS CORPORATION, a Delaware Corporation, through its GCSD Division ("HARRIS") and DELAWARE STATE POLICE, DOVER, DELAWARE, (hereinafter referred to as "Agency") mutually agree as follows:

1. The Products protected under this NDA include, but are not limited to the following:

WPG Title 18 USC Restricted Products	
RayFish Core Hardware Platforms	
KingFish®	X
StingRay®	X
StingRay II®	X
RayFish Core Software	
GSM Transceiver	X
GSM SR II® Transceiver	X
CDMA Transceiver	X
iDEN Transceiver	X
RayFish Accessory Software	
Map Router	X
RayFish Converters	
Band IV Converter – AWS (2100/1700)	X
RayFish Accessories	
RayFish Power Kit	X
AmberJack® DF Antenna	X
Power Amplifiers	
Broadband Amplifiers	X
Harpoon® Amplifiers	X
Handheld	
Gossamer®	X
Gossamer®DF Kit	X
Accessories	
Lanterneye®	X
Tarpon®	X
Wireless LAN Products	
Moray®	X

2. Harris Corporation's Government Communications Systems Division, Wireless Products Group (hereinafter, "Harris") provides a number of tools, equipment and capabilities, both hardware and software (hereinafter "Products"), that provide users a capability to locate targets of interest. These Products are restricted and other wise controlled under United States Code, Title 18, and by other governing policies, regulations and laws.

Missions utilizing in whole or in part the Harris Products are covered in their entirety by this NDA.

Agency is subject to this NDA and except for Court ordered or other judicially mandated disclosures, will not disseminate, publish or release any information about the operations, missions, equipment, CONOPS, mission or investigation results, methods or any other information related to or arising out of the use, deployment or application of the Products that would be deemed a release of technical data as is described and agreed to under this NDA. In the event of a court ordered or judicially mandated disclosure, **Agency** shall use its best efforts to make such disclosure in a manner that provides

maximum protection of the information to be disclosed. Agency shall promptly notify Harris upon receipt of such order or mandate and provide a copy of any such written order or mandate.

Further, Agency personnel may be exposed to additional Harris WPG equipment to which it may not have direct access, such as might be used by a federal partner to assist Agency and its personnel in performance of their duties. Agency understands that such exposure is also covered by this NDA and that it shall neither disclose its knowledge of such missions, equipment, CONOPS, mission or investigation results, methods or any other information that would be deemed a release of technical data as is described and agreed to under this NDA, nor will Agency or its personnel demand direct access to such Products through direct or indirect pursuits or inquiries to gain access to such restricted equipment.

Further, Agency will ensure the operation of Harris Products will be restricted to only those personnel permanently assigned to department sections tasked with completing electronic surveillance missions. Authorized personnel should be sworn members who possess arrest authority, but may include full-time civilian employees permanently assigned to the same department sections tasked with supporting electronic surveillance missions.

- Agency shall not discuss, publish, release or disclose any information pertaining to the Products covered under this NDA to any third party individual, corporation, or other entity, including any affiliated or unaffiliated State, County, City, Town or Village, or other governmental agency or entity without the prior written consent of Harris and shall further limit the circulation and disclosure of information regarding the Products within its own organization to its employees or agents having a "need to know" about the Products and shall ensure that they are informed of the sensitive nature thereof and agree to and are required to observe the provisions of confidentiality set forth herein and under Title 18 of the U.S. Code.
- This Agreement shall be binding upon the parties, their successors, and assignees. Neither party shall assign this Agreement nor any Product received from Harris pursuant to this Agreement without Harris' prior written consent.
- This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Florida. Jurisdiction and venue shall lie in the State of Florida, Brevard County, for all causes of actions arising under this Agreement.
- Removal of any Product listed herein from the restrictions under Title 18 of the U.S. Code in no way affects, voids or invalidates this Agreement, it being the intent of the Parties to treat this Agreement as enforceable notwithstanding such removal. Protection of all other Products herein remain in full force and effect.

Agency Representative (Department or Division Head):

X DELAWARE STATE POLICE
Agency Organization
YOUR AGENCY INVESTIGATIONS DIVISION
Name
DET. DENNIS SCHMITT
Title
12-02-10
Date

End User Lead:

X DSP-Elec. SURV. UNIT
End User Organization
YOUR AGENCY TECH UNIT
Name
DET. DENNIS SCHMITT
Title
12-02-10
Date

Harris Corporation, Government Communications Systems Division:

X
Name
Peggy Fortuna
Title
Sr. Contracts Administrator
Date
00/00/0000

D. P. Schmitt