

07th Nov 2014

Federal Communications Commission
Authorization and Evaluation Division
Equipment Authorization Branch
7435 Oakland Mills Road
Columbia, MD 21046

Re: Request for Confidentiality – General Terms and Conditions for customers.
Application Submitted Under FCC ID: S491014SSRFX

The following relevant clauses are taken from the GroundProbe general terms and conditions for the Slope Stability Radar F-Series (SSR-FX) contracts related to non-disclosure of confidential information and IP.

GroundProbe Pty Ltd – Slope Stability Radar F-Series (SSR-FX) General Terms and Conditions

1. These Lease T&Cs apply to any Contract entered into between [CUSTOMER NAME] and GroundProbe for the provision and support of SSR-FX prevailing in any in conflict between them and the terms of any offer or acceptance by [CUSTOMER NAME].



Provision of SSR-FX IP Licence

5. GroundProbe grants [CUSTOMER NAME] a non-exclusive, non-sub licensable and non-transferable license, to install, use and operation of the SSR-FX in the normal course of its business.
6. [CUSTOMER NAME] may not reverse compile, assemble or engineer, reconstruct the SSR-FX; or attempt to do any of those things so as to determine or discover any source code or other part or programming of the SSR-FX software for any reason whatsoever.

Confidentiality and Intellectual Property

27. All confidential information and Intellectual Property provided by or on behalf of either party shall remain the property of that party and is provided solely for the purposes of the SSR-FX lease.
28. [CUSTOMER NAME] agrees to keep all aspects of the SSR-FX and commercial terms of the Contract strictly confidential, and shall not issue or disclose any information to any third party whatsoever without the prior written approval of GroundProbe; however such obligations shall not be breached where such information is legally required to be disclosed.
29. [CUSTOMER NAME] also agrees not to replicate any aspect of the SSR-FX, its components, manuals or SSR-FX software, any intellectual property or confidential information for its own use or for commercialisation.
30. Use of the SSR-FX by [CUSTOMER NAME] may generate additional intellectual property and confidential information, and [CUSTOMER NAME] agrees that such additional intellectual property and confidential information or improvements therein shall be the sole and exclusive property of GroundProbe.
31. [CUSTOMER NAME] shall take no action which will jeopardise GroundProbe's ability or right to protect its intellectual property and confidential information; nor do any action that will diminish the value of such rights.
32. Any information provided by any party to the other during the performance of any obligations under this Contract and which are noted or designated as confidential shall not be disclosed to any third party without the prior consent of the issuing party.
33. The obligations of confidentiality shall be continuing obligations and shall survive the completion or termination of the Contract.