

Confidentiality Agreement and Waiver of Liability

Davison Design and Development, Inc. ("Davison") agrees to grant limited access to 585 Alpha Drive, RIDC Park, Pittsburgh, PA (the "Facility") to \_\_\_\_\_ ("Visitor"), acting individually and as a representative of \_\_\_\_\_, in exchange for the agreement to follow the terms of access and confidentiality set forth herein.

Visitor acknowledges that during his access to the Facility he will be exposed to business operations and methods of Davison and new products under development that Davison maintains as trade secrets and/or confidential and proprietary business information both for itself and for its clients. Visitor also may be exposed to the business operations, methods and products of Davison's sub-lessees in the Facility. Visitor agrees that he will not discuss, disclose or reveal any information concerning any product under development within the Facility or Davison's or its sub-lessee's methods of business operation and product development.

Visitor agrees that he will not discuss, disclose or reveal any information concerning the contents, environment and physical make-up and layout of the Facility without prior approval of the undersigned representative of Davison.

Visitor understands the limits of access, the areas to which access is denied, and agrees to refrain from entering any area to which access is not granted. Visitor agrees to refrain from recording sound or photographing or video-recording images in the Facility by any means.

Visitor consents and acknowledges that Davison may photograph, video or otherwise record Visitor's image and voice while in the Facility. Visitor consents to Davison's use of the images and sound recorded for any lawful commercial purpose, including the marketing and advertising of Davison's services and products.

Visitor acknowledges the risks inherent in being in or using the Facility and assumes all responsibility for any harm that Visitor may suffer, including harm caused by the negligence of employees and agents of Davison, its sub-lessees, or any other person. Visitor covenants not to sue and releases, discharges and waives all persons including Davison, its owners, agents, employees, officers and directors, and the owners, officers, directors, employees and agents of the persons or entities owning, leasing, sub-leasing, visiting or utilizing the Facility, from all liability to Visitor for any loss, injury or damage whatsoever incurred by Visitor while visiting the Facility.

Visitor acknowledges that he/she has read this release and waiver of liability, fully understands its terms and its impact on Visitor's rights and signs it freely. Visitor intends this agreement to be a complete and unconditional release and waiver of all liability to the fullest extent permitted by law.

Intending to be legally bound:

\_\_\_\_\_  
Visitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative for  
Davison Design and Development, Inc.

\_\_\_\_\_  
Date