

Cubic Transportation Systems Limited

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Attention: Application Examiner

RE: Request for Confidentiality
Applicant: Cubic Transportation Systems Ltd.
FCC ID: LVCVAL3LTE

To Whom It May Concern:

Please find in the following pages an example of the non-disclosure clause(s) found in our customer contracts that demonstrate that all sales of the non-consumer device Validator 3 [FCC ID: LVCVAL3LTE] will be under an NDA to include third party sales and that the final user of the device is subject to the NDA.

The document explicitly only allows “sharing such Confidential Information with employees, contractors, Subcontractors, suppliers and agents of the Receiving Party on a need-to-know basis”.

As stated in the opening of the section (36.1) confidential information in this contract extends to “technical data, specifications, drawings, plans, diagrams, sketches, renderings, maps, surveys, photographs”.

Cubic Transportation Systems Ltd. has invested considerable time and materials in research and development to produce the referenced product. Disclosure of the permanently confidential portions of this application to competitors would not only give them significant competitive advantages in developing similar products, but would also disclose successful implementation of unpublished, leading edge technology developed by us.

With respect to the request that internal photos remain permanently confidentiality the following additional rationale is given. The product is not sold to end users. It is primarily sold to transit agencies for the purpose of fare payment collection. The device is not end user serviceable and will only be repaired/serviced by trained technicians. A key lock on the mount of the fixtures this is attached to insures that the general public cannot access its internal components. In addition to this, a secure Payment Card Industry (PCI) certified module developed by Cubic Transportation Systems Ltd is contained within the product, disclosure of images of this could comprise the security of the device.

As the product is not sold to end users the user manuals are also requested to be held permanently confidential. The product is locked in place and cannot be removed from its fixed location without a key which is held only by trained professionals. To service the unit this key will be required and without it the unit does not have any accessible parts to service. To service or repair the product the customer (transit agencies) use trained service personal to remove the product and send it back to a workshop to trained technicians to service/repair.

Yours Sincerely

Alexis Suggett

Alexis Suggett (Oct 10, 2022 10:03 GMT+1)

Alexis Suggett
Director, Contracts and Data Protection Officer

The following is an extract from the MTA contract

36.1. Confidential Information.

The term "**Confidential Information**" means any information (in any medium) concerning the Disclosing Party that is disclosed or provided to the Receiving Party, whether oral or in writing, in connection with these Contract Documents that: (i) concerns the business, employees, customers, marketing, finance, methods, research, processes, procedures, operations, technical data, specifications, drawings, plans, diagrams, sketches, renderings, maps, surveys, photographs and other information of or about the Disclosing Party; (ii) is marked confidential, restricted or proprietary at the time of disclosure or a reasonable period thereafter; or (iii) by the nature of the information itself, or the circumstances surrounding its disclosure, should in good faith be treated as confidential. The SI agrees that Security-Sensitive Information and Personally Identifiable Information provided by the MTA Group, or to which the SI has access to or otherwise receives pursuant to these Contract Documents, constitutes MTA Group Confidential Information.

36.2. Non-Disclosure; Standard.

The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Contract Documents, and shall disclose such Confidential Information only to those employees, contractors, Subcontractors, suppliers and agents of the Receiving Party who have a need-to-know basis for access to such Confidential Information for the purpose of performing obligations or exercising the Disclosing Party's rights under these Contract Documents and that are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder and by Applicable Law. The Receiving Party shall protect the Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information, but shall in no event use less than a reasonable standard of care and diligence.

36.3. Exceptions.

Except for Security-Sensitive Information and Personally Identifiable Information provided by the MTA Group, for which there shall be no exception, the Receiving Party's obligations hereunder with respect to Confidential Information shall not apply to Confidential Information that the Receiving Party can demonstrate in writing (to the Disclosing Party's satisfaction): (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a Third Party, provided that such Third Party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) is or has become generally available to the public through no fault of the Receiving Party; (iv) is independently developed by the Receiving Party without access to, or use of, the Confidential Information, as evidenced through proper documentation; or (v) is required by law to be disclosed, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

36.4. Delivery of Confidential Information.

Upon the MTA's request, the SI shall promptly provide the MTA with copies of any and all requested Confidential Information in electronic form, all at the SI's sole cost and expense.

36.5. Order of Priority for NFPS Data.

The SI agrees that to the extent that any provision or requirement relating to NFPS Data conflicts with the requirements set out in this Section 36 (Confidentiality), the more stringent provision or requirement shall apply.

36.6. Public Records.

Notwithstanding anything to the contrary, including Section 36.2 (Non-Disclosure; Standard) and Section 36.3 (Exceptions), the SI acknowledges that (i) the MTA Group may be subject to the New York State Freedom of Information Law (N.Y. Pub. Off. Law sec. 84 *et seq.*) and other laws relating to the disclosure or production of information in the MTA Group's possession (collectively, the "**Public Records Law**"), and (ii) the MTA Group's obligations with respect to SI Confidential Information shall be subject to the Public Records Law.

36.7. No Transmission of MTA Group Confidential Information Outside of the United States; Exceptions.

In no event shall the SI transmit, transfer or otherwise store MTA Group Confidential Information (including Security-Sensitive Information) or other NFPS Data outside