



## AGREEMENT REGARDING MUTUAL DISCLOSURE OF INFORMATION

THIS AGREEMENT is made between Crayon, Software Experts, LLC., a Delaware corporation ("Crayon") and your organization ("Company").

**1. Purpose.** Crayon and Company wish to explore a business opportunity of mutual interest between Crayon and Company and each of Crayon and Company desires to receive confidential information of the other party for this purpose.

For purposes of this Agreement, the party disclosing confidential information is hereinafter referred to as the "Disclosing Party" and the party receiving confidential information hereunder is hereinafter referred to as "Recipient." In connection with these purposes, certain trade and business information proprietary to the Disclosing Party, and which the Disclosing Party considers confidential, may be provided to Recipient.

**2. Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

**3. Exclusions.** Confidential Information does not include information, technical data or know-how which: (i) is in Recipient's possession at the time of disclosure as shown by Recipient's files and records immediately prior to the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information.

**4. Use Limitations.** Recipient agrees not to use the Confidential Information for its own use or for any purposes except those purposes expressly set forth above. Recipient shall not use the Confidential Information for purposes of unfair or improper competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

**5. Non-Disclosure.** Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees or consultants who have a need to know the Confidential Information for accomplishing the stated purposes described herein and where such employees or consultants shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Recipient may disclose the Disclosing Party's Confidential Information to Recipient's Affiliates and their Affiliates, where "Affiliate" of a person is an entity controlling, controlled or under common control with such person. Notwithstanding the foregoing, Recipient may disclose the

Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which Recipient may become aware.

**6. Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

**7. Return of Materials.** Any materials or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).

**8. No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

**9. Remedies.** Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

**10. Attorneys' Fees; Jurisdiction/Venue.** In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement. The parties agree that all litigation or other legal proceedings under this Agreement shall be brought in the state courts of the State of Texas and the United States District Courts located therein and the parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of such courts. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law rules.

**11. Termination; Survival.** This Agreement shall govern all communications between the parties that are made during the period from the date hereof to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. Recipient's obligations under this Agreement with respect to Confidential Information it has previously received shall continue for a period of three (3) years after termination of this Agreement.

**12. General.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed on behalf of Recipient and an authorized representative of the Disclosing Party. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended



in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties. This Agreement shall not be construed as a teaming agreement, joint venture, partnership or other business relationship. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other party. This Agreement shall be binding upon the permitted successors and assigns of both parties.

**13. Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such party as of the moment "I Agree" is clicked on the Microsoft Cloud Solution Provider (CSP) Direct Customer Setup form.

**Crayon, Software Experts, LLC.**

**Address: 12221 Merit Dr., Suite 800**

**Dallas, TX 75251**