

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is between the parties signing below. "We," "us" and "our" refer to both of the parties signing below and our respective affiliates. This Agreement is effective as of the last date signed below.

1. **The purpose of this agreement.** This agreement allows us to disclose Confidential Information (defined below) to each other, to our own Affiliates and to the other party's Affiliates, under the following terms. An "Affiliate" is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.
2. **Confidential information.**
 - a. **"Confidential information"** is non-public information, know-how, and trade secrets including, but not limited to, documents, records, drawings, models, analyses, compilations, studies, software, samples, formulas, technical data, algorithms, methodologies, processes, security vulnerabilities, threat intelligence, cybersecurity assessments, customer data, system configurations, network architectures, oral disclosures, visual observations, demonstrations, source code, object code, proprietary software tools, and other business information in any form that:
 - Are designated as "Confidential" or with a similar legend; or
 - A reasonable person knows or reasonably should understand to be confidential given the nature of the information and circumstances of disclosure.
 - b. **Exclusions.** The following types of information, however marked, are not Confidential Information. Information that:
 - is or becomes publicly available through no breach of this agreement;
 - was lawfully known to the receiving party prior to disclosure without an obligation of confidentiality;
 - is received from a third party who lawfully acquired it without breach of any confidentiality obligation;
 - is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced by written records; or
 - is required to be disclosed by law or court order, provided the receiving party gives prompt notice to allow the disclosing party to seek protective measures.
 - c. **Disclaimer.** *Confidential Information is provided without warranties, "AS IS" and with all faults.*
3. **Treatment of Confidential Information.**
 - a. **Subject to the other terms of this Agreement, each of us agrees:**
 - We will not disclose the other's Confidential Information to third parties; and
 - We will use and disclose the other's Confidential Information only for the purpose of evaluating potential business opportunities and conducting our authorized business relationship, and will not use such information for any other purpose, including competitive analysis or development of competing products or services.
 - b. **Security precautions.** Each of us agrees:
 - To protect the other's Confidential Information using security measures that are at least as protective as those used to protect our own most sensitive Confidential Information, but in no event less than industry-standard security measures appropriate for the type of information disclosed, including without limitation: (i) encryption of Confidential Information in electronic form using industry-standard encryption; (ii) access controls limiting access to personnel with a legitimate need to know; (iii) secure storage and transmission protocols; and (iv) compliance with applicable data protection laws and regulations;
 - To notify the other within seventy-two (72) hours upon discovery of any unauthorized use or disclosure of Confidential Information; and
 - To cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
 - c. **Sharing Confidential Information with Affiliates and Representatives.**
 - A "Representative" is an employee, contractor, advisor or consultant of one of us or one of our respective Affiliates.
 - Each of us may disclose the other's Confidential Information to our Representatives (who may then disclose that Confidential Information to other of our Representatives) only if those Representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must: (i) ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this

Agreement; and (ii) accept responsibility for each Representative's use of Confidential Information.

- Nothing in this Agreement restricts the assignment of Representatives to other projects, provided that such Representatives comply with their confidentiality obligations hereunder. However, Representatives may not use Confidential Information, whether or not retained in unaided memory, in the development of competing products or services or in any manner that would constitute a breach of this Agreement.
- d. **Disclosing Confidential Information if required by law.** Each of us may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.
- e. **Data Privacy Compliance.** Each of us acknowledges that Confidential Information exchanged under this Agreement may include personal data. Each of us agrees to comply with all applicable data privacy and protection laws and regulations, including, without limitation, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), with respect to any personal data contained within the Confidential Information. We further agree to process such personal data only as permitted under applicable privacy laws and to implement appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

4. Length of Confidential Information obligations

- a. **Termination.** This Agreement continues in effect until one of us terminates it. Either of us may terminate this Agreement for any reason by providing the other with 30 days' advance written notice. Termination of this Agreement will not change any of the rights and duties made while this Agreement is in effect.
- b. **No other use or disclosure of Confidential Information.** Except as permitted above, neither of us will use or disclose the other's Confidential Information for (5) five years after we receive it; provided, however, that obligations with respect to trade secrets shall continue for so long as such information remains a trade secret under applicable law.
- c. **Return of Confidential Information.** Upon termination of this Agreement or request of the disclosing party, the receiving party will promptly return to the disclosing party all Confidential Information, including all copies, reproductions or summaries thereof and all records, notes and other written, printed, electronic or tangible materials in its possession pertaining thereto, or, if so directed by the disclosing party, provide written certification that all of the aforementioned has been destroyed in a manner which preserves its confidentiality. The receiving party will not be required to remove copies of the Confidential Information from its backup media, servers, or electronic discovery systems until such time as the backup copies are scheduled to be deleted in the ordinary course of business, provided that in all cases the receiving party will continue to protect the Confidential Information in accordance with this Agreement and will not access such backup copies except as required by law or legal process.

5. General rights and obligations.

- a. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. Any disputes arising hereunder shall be subject to the non-exclusive jurisdiction of the federal and state courts located in Delaware, provided that either party may seek injunctive relief in any court of competent jurisdiction.
- b. **Compliance with law.** Each of us will comply with all applicable export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), that apply to Confidential Information, particularly with respect to cybersecurity technology, software, and technical data.
- c. **Waiver.** Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- d. **Money damages insufficient.** Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate. Therefore, each party agrees that the non-breaching party shall be entitled to seek equitable relief, including injunction and specific performance, without the necessity of proving actual damages or posting a bond, in addition to all other remedies available at law or in equity.
- e. **Attorneys' fees.** In any dispute relating to this Agreement the prevailing party will be entitled to recover reasonable attorneys' fees and costs.
- f. **Transfers of this Agreement.** If one of us transfers this Agreement, we will not disclose the other's Confidential Information to the transferee without the other's consent.



- g. **Enforceability.** If any provision of this Agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this Agreement will remain in place.
- h. **Entire agreement.** This Agreement does not grant any implied intellectual property licenses to Confidential Information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship (“Other Contracts”). The Other Contract may include commitments about Confidential Information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that Other Contract. With this exception, this is the entire agreement between us regarding Confidential Information. It replaces all other agreements and understandings regarding Confidential Information. This Agreement may only be modified by an amendment to the Agreement duly executed by the parties.

The parties confirm their agreement to these terms by executing below.

Organization	CRITICAL START, INC. AND ITS AFFILIATES	
Address	6100 Tennyson Pkwy., Suite 200 Plano, Texas 75024 USA	
Signature		
Printed Name		
Printed Title		
Date of Signature		