

NON-DISCLOSURE CONTRACT

This Non-Disclosure Contract (this "*Contract*") is a binding agreement made between Echo360, Inc., located at 11955 Freedom Drive, Suite 700, Reston VA 20190, and the party identified below (each of whom is referenced as "*Party*" below):

- 1. Background.** Echo360, Inc. desires to disclose proprietary information to its customer base during an online webinar session on May 4, 2017 and wishes to protect this against further disclosure and from any uses by the receiving Party.
- 2. Definition of Proprietary Information.** For purposes of this Contract, the term "*Proprietary Information*" means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. As a non-exhaustive list of examples, Proprietary Information includes information regarding a Party's product plans, product and device prototypes, the results of product testing, research data, technical designs and specifications, and source code of proprietary software. To be clear, however, information in this list of examples is only considered Proprietary Information for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party, and only for so long as the information holds value, as reasonably determined by the disclosing Party, by virtue of remaining confidential. With regard to information that one Party discloses to the other, the disclosing Party is the "*Owner*," and with regard to information it receives from the other, it is the "*Recipient*." Information may be Proprietary Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.
- 3. Disclaimers.** Neither Party is required to disclose any Proprietary Information. *The Owner makes no representations or warranties regarding any information disclosed by it, and the Owner disclaims, to the maximum extent enforceable by law, any representations and warranties that would otherwise be implied. Each Party accepts all risks associated with its receipt, review and evaluation of the other Party's Proprietary Information.* No licenses under any intellectual property rights or other proprietary rights are granted or conveyed by either Party pursuant to this Contract.
- 4. Basic duties regarding Proprietary Information.** The Recipient agrees not to disclose or permit access to the Owner's Proprietary Information, except to the Recipient's employees and agents who are informed of the confidential nature of the Proprietary Information and who have agreed in writing or who are otherwise legally bound to treat the Owner's Proprietary Information in a manner consistent with Recipient's duties under this Contract. The Recipient will not use the Owner's Proprietary Information for any purpose other than evaluating a potential business relationship with the Owner, and for purposes of conducting such a business relationship. The Recipient's duties under this section will apply only to (i) information which is marked to clearly identify it as the Owner's Proprietary Information, or, if disclosed orally, which is identified as Proprietary Information both at the time of disclosure and again in a writing delivered by the Owner within a reasonable time; and (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Contract.
- 5. Exceptions to confidentiality obligations.** Even if some information would be considered Proprietary Information according to the definition above, the Recipient will have no duties regarding that information if (i) the Recipient develops the same information without any use of information obtained from the Owner; or (ii) the Recipient rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Recipient has no knowledge that the third party's provision of that information is wrongful; or (iii) the information is made available to the general public without any direct or indirect fault of the Recipient.
- 6. Term; Incorporation by External Document.** This Contract will become effective after both Parties have executed it. It will remain in effect for a period of one (1) year and thereafter expire, provided that either Party may terminate the Contract sooner by giving written notice.
- 7. Continuing Duties.** Even after termination or expiration of this Contract, the Recipient will continue to treat Proprietary Information received from the other Party in accordance with this Contract, for so long as the information fits the definition of "Proprietary Information," or until use and disclosure of the information would no longer be restricted even if this Contract remained in full force.
- 8. General.** This Contract is intended to be interpreted and governed by the laws of the Commonwealth of Virginia, USA, without applying Virginia's rules regarding conflicts of law. If any provision of this Contract is unenforceable, the Parties intend for that provision to be interpreted in the manner that most closely reflects the Parties' original intent while rendering it enforceable, and all other provisions of the Contract will remain unaffected. No waiver of a Party's duties under this Contract will be enforceable unless written on paper and signed by the waiving Party. This Contract may not be modified except by a mutually signed amendment on paper. All notices given under this Contract must be made in writing, on paper, and sent to the applicable Party's address above. This document includes the entire agreement between the Parties with regard to the subject matter it addresses, and it supersedes any prior agreements regarding the same subject matter.