

## EchoSpan Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of \_\_\_\_\_ (the “Effective Date”) by and between EchoSpan, Inc, a Georgia corporation, and \_\_\_\_\_ (the “Company”).

1. Purpose. EchoSpan and the Company wish to explore and possibly pursue a business opportunity of mutual interest regarding the supply of Company’s products and/or services to EchoSpan (the “Purpose”) in connection with which each party may disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to carry out the Purpose while protecting each party’s Confidential Information against unauthorized use or disclosure.
2. Definition of Confidential Information. “Confidential Information” means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is designated orally as confidential when disclosed and is confirmed in writing as having been disclosed as confidential or proprietary within thirty (30) days after the oral disclosure.
3. Nondisclosure of Confidential Information
  - (a) EchoSpan and the Company each agree not to use any Confidential Information disclosed to it by the other party for any reason other than the Purpose specified above. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Purpose. Each party has had or will have its directors, officers, employees, consultants and agents who shall have access to Confidential Information of the other party sign a nondisclosure agreement in content substantially similar to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party’s attention.
  - (b) Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other, which the receiving party can prove:

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- (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;
- (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (iii) is disclosed with the prior written approval of the disclosing party;
- (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party;
- (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or
- (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4. Sharing Confidential Information with Group. "Group" means those companies which either control, are controlled by or are under common control with one of the parties to this Agreement. Either Party may share Confidential Information with its Group and their directors, officers, employees, consultants and agents provided always that its Group is bound by the same provisions of confidentiality as set out in this Agreement and provided always that that party shall remain liable for any acts or omissions of those entities.

5. Group Companies. References in this Agreement to EchoSpan include all companies within EchoSpan Group.

6. Return of Materials. Any materials or documents that have been furnished by one party to the other in connection with the Purpose shall be promptly returned by the receiving party, accompanied by all copies of such documentation, upon the written request of the disclosing party.

7. No Modification. EchoSpan and the Company each agree that it shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of the other party unless permitted in writing by the disclosing party.

8. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the Purpose specified above.

9. Term. The commitments of each party hereunder shall continue for a period terminating on the later to occur of the date (a) three (3) years following the Effective Date of this Agreement or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.

9(a). Return or Destruction of Confidential Information. Upon expiration or termination of this Agreement, or upon the written request of the disclosing party at any time, the receiving party shall

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promptly return or destroy all materials, in any form or medium, containing or reflecting any of the disclosing party's Confidential Information, including all copies, extracts, summaries, and derivative works thereof. If destruction is elected, the receiving party shall certify in writing that all such materials have been destroyed. Notwithstanding the foregoing, the receiving party may retain one (1) copy of such Confidential Information solely for legal or compliance purposes, provided that such copy remains subject to the confidentiality obligations set forth in this Agreement.

10. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

11. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12. Independent Contractors. EchoSpan and the Company are independent contractors, and nothing contained in this Agreement shall be construed to constitute EchoSpan and the Company as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

13. Restrictions on Export. Neither EchoSpan nor the Company shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

14. Restrictions on Publicity. Company shall not disclose or permit disclosure to third parties of any information relating to the existence of any agreement and/or business relationship between the parties hereto, the terms of such agreement and/or relationship and/or any facts related to such relationship without the prior written approval of EchoSpan.

15. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of law.

16. Remedies; Indemnification. EchoSpan and the Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. EchoSpan and the Company each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, EchoSpan and the Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such

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breach by the receiving party, without the necessity of proving actual damages, and (b) to be indemnified by the receiving party from any loss or harm, including but not limited to reasonable solicitor's/attorney's fees, arising out of or in connection with any breach or enforcement of the receiving party's obligations under this Agreement or the unauthorized use or disclosure of the disclosing party's Confidential Information.

17. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of EchoSpan and the Company. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

19. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and supersedes any other understanding between the parties with regards to the transactions contemplated herein.

20. Prohibition on Use of AI Systems. The Receiving Party shall not use the Disclosing Party's Confidential Information with any artificial intelligence system in a manner that permits such information to be used to train models, be shared with third parties, or otherwise be used for purposes beyond responding to the Receiving Party's internal prompts.

Notwithstanding the foregoing, the Receiving Party may use Confidential Information with enterprise-grade AI tools that (i) do not use such information for training or model improvement, (ii) do not disclose such information to third parties, and (iii) maintain such information within the Receiving Party's controlled environment, in each case solely for purposes consistent with this Agreement.

The parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

**EchoSpan, Inc.**

**Company**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_