

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into between the party named below and Velatura Services LLC, effective as noted (“Effective Date”). The parties to this Agreement wish to disclose confidential information to each other in connection with a prospective business relationship related to the Purpose (as defined in Section 12 herein).

1. “Confidential Information” means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is (a) designated in writing as “Confidential,” “Proprietary,” or some similar designation, (b) communicated orally or visually, and designated as Confidential Information at the time of disclosure and then in writing within a reasonable time after the initial disclosure, or (c) of a nature that under the circumstances of disclosure should reasonably be understood to be Confidential Information and subsequently confirmed in writing within a reasonable time thereafter. Confidential Information may also include information disclosed on a confidential basis to the disclosing party by third parties that are subject to written obligations of confidentiality. Confidential Information will not, however, include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party’s files and records; (iv) is obtained by the receiving party on a non-confidential basis from a third party without a breach of the third party’s obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession.

2. Non-use and Nondisclosure. Each party will not use the other party’s Confidential Information for any reason other than the stated Purpose. Each party will not disclose the other party’s Confidential Information to such party’s employees or its Affiliates, except to those employees of the receiving party or its Affiliates who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. A party may disclose the other

party’s Confidential Information if required by law so long as the receiving party gives the disclosing party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party’s Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party’s Confidential Information to its employees, will have the employees sign a non-use and nondisclosure agreement that is substantially similar in content to this Agreement. Neither party will make any copies of the other party’s Confidential Information unless approved in writing by the other party. Each party will reproduce the other party’s proprietary rights notices on any approved copies.

4. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

5. No Warranty. All information disclosed under this Agreement is furnished as-is, without warranties of any kind.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the disclosing party. Upon the disclosing party’s request, the receiving party will promptly deliver to the disclosing party or destroy all of the disclosing party’s Confidential Information, without retaining any copies.

7. No License; No Reverse Engineering. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential

Information of the other party, except as expressly set forth in this Agreement.

If Confidential Information consists of computer software disclosed in object code form, Recipient shall not, and shall not permit any other party to, reverse engineer, reverse compile, or disassemble such object code, or take any other steps to derive a source code equivalent thereof. If Confidential Information is embodied in an item, such as a model or prototype, then except as specifically approved in writing by Discloser, Recipient shall not, and shall not permit any other party to, reverse engineer such item to derive drawings, plans, or designs, specifications, or other embodied information, and any such derived information shall constitute Confidential Information protected by this Agreement. Recipient shall not use the Confidential Information of the Discloser to contest the validity of any intellectual property rights of Discloser.

8. Duration and Term. The term of this Agreement shall be for three (3) years commencing on the Effective Date. Either party may terminate this Agreement on ninety (90) days prior written notice to the other party. The obligations contained herein shall survive expiration or termination in perpetuity.

9. Remedies. Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

10. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the State of Michigan, without reference to conflict of laws principles. This document contains the

entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to Confidential Information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

11. Affiliates. Either party may exercise rights and perform obligations under this Agreement through its Affiliates. Affiliates that perform on behalf of a party under this Agreement shall be bound by terms applicable to the party, and shall be responsible for the performance of Affiliates as if the performance were carried out directly by that party. As used herein, "Affiliate" with respect to a party means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly, controls, is controlled by or is under common control with such party; wherein control is manifested by owning or controlling more than 50% of the voting rights of the entity.

12. Purpose. "Purpose" shall mean (describe below):

Discussions between the parties related to the Request for Information (RFI) titled "Cross-Sector Data Management System Demonstration User Interface," and any subsequent activities related thereto.

[Redacted]

Email: [Redacted]

The Effective Date of this Agreement is: [Redacted]

Velatura Services LLC

By: [Redacted] (Signature)

Name: Angie Bass

Title: Chief Strategy Officer

Address: 1140 Abbot Road, Unit 1588  
East Lansing, MI 48826

[Redacted]  
(Insert legal name of Party)

By: [Redacted] (Signature)

Name: [Redacted]

Title: [Redacted]

Company Address: [Redacted]  
[Redacted]

