



Non-Disclosure Agreement

of

The person submitting the registration form on <https://inside.abox42.com>
on behalf of the company he or she is acting for

(hereinafter referred to as "Contracting Party")

vis-à-vis

ABOX42 GmbH
Amalienbadstr. 41
76227 Karlsruhe

(hereinafter referred to as "ABOX42")

ABOX42 intends to begin a collaborative effort with the Contracting Party involving ABOX42 Products and Services. For this purpose the Parties have entered or will enter into contract negotiations.

The Contracting Parties are proceeding on the assumption that their business relationship includes the disclosure of knowledge owned by ABOX42, and /or ABOX42 affiliated companies including, but not limited to, financial, economic and personnel data as well as drawings, illustrations, designs, samples, presentation documents, business secrets, technical data and other data (hereinafter referred to as "Information"). With this Non-Disclosure Agreement ABOX42 desires to stipulate ABOX42 rights regarding the handling of such Information, and to protect ABOX42 rights in and to such Information.

1. The Contracting Party undertakes to keep any and all Information received from ABOX42, including ABOX42 affiliated companies within the meaning of § 15 of the German Stock Corporation Law, which is not known to the public strictly confidential vis-à-vis third parties, and not to make such Information available to third parties. The Contracting Party shall exercise at least the same degree of care to maintain the confidentiality of the Information received as they exercise to maintain the confidentiality of their own proprietary information vis-à-vis third parties. The Contracting Party, even for internal purposes, undertakes to use any and all Information, documents and data received in the course of developing new business opportunities and/or of the business relationship solely for the purpose of developing these business opportunities and/or of carrying out the business relationship. The Contracting Party shall disclose the Information only to its executive officers and to those employees who are professionally or contractually bound by a secrecy obligation and whose involvement in the intended collaborative effort is necessary. The Contracting Party shall ensure that its employees and consultants comply with any and all obligations stipulated in this agreement. To the extent that the Contracting Party should wish to commission third parties with the performance of its contractual obligations, the Contracting Party shall obtain prior written assent from ABOX42 in each individual case. The Contracting Party shall require any third parties commissioned by the Contracting Party to provide a written statement of their obligation to comply fully with the confidentiality provisions set forth in Section 3 of this agreement, and, upon ABOX42 request, to provide proof thereof to ABOX42.

2. The confidentiality obligation under this agreement shall not apply to Information that the Contracting Party can prove they have legitimately received from a third party or that was generally known at the time this agreement was signed. Further, such obligation shall not apply in the event that the Contracting Party is forced to disclose Information subject to any governmental requirement; however, in such a case the Contracting Party is obligated to notify ABOX42 without delay of such

governmental requirement and, to the extent legally possible, not to disclose the Information any earlier than one month after such notification.

3. The Contracting Party shall refrain from attacking any existing or future intellectual property rights and/or any other proprietary rights associated with the Information, neither shall they support any third party in its attack on any intellectual property and/or proprietary rights. The Contracting Party shall not file any applications for intellectual property and/or other proprietary rights that are based on the Information received. Any disclosure of Information does not constitute the granting of a license unless expressly agreed upon otherwise by the Parties.

4. Upon the request of ABOX42, but in no event later than immediately after termination of the contract negotiations or termination of the business relationship, the Contracting Party shall return any documents and materials received in the course of developing new business opportunities or in the course of the ongoing business relationship to ABOX42 unless ABOX42 intended that such documents and materials remain in the Contracting Party's permanent possession. Moreover, the Contracting Party shall destroy any copies and other documents which were made using the Information, and delete any data pertaining thereto that was stored in electronic data processing devices and/or other media.

5. The obligations set forth hereunder shall apply from the time that this agreement enters into force and shall continue for a period of five years after the termination of the business relationship. Should the Parties enter into a contract concerning the above-mentioned matter, the provisions of this Non-Disclosure Agreement shall continue in full force and effect unless they have been replaced, either expressly or analogously, by non-disclosure provisions in that contract.

6. For each and every infringement of an obligation stipulated in this agreement, agreed contract damages (§ 393 of [German Civil Code]) in the amount of EURO 25,000 shall become payable to ABOX42. The defense that the infringements constituted one continuous infringement shall not be admissible. Irrespective of the agreed contract damages ABOX42 may assert a claim for additional damages.

7. Any changes, amendments or modifications of this Non-Disclosure Agreement shall require a written agreement signed by both parties. Place of venue shall be Karlsruhe.

8. If any provision of this Non-Disclosure Agreement should be or become invalid or should there be a gap to be filled, this shall not affect the validity of the other provisions in the Non-Disclosure Agreement. In such a case the parties shall endeavor to agree upon provisions that come as close as possible to the intended economic purpose of the invalid provision and/or to amend the missing provisions appropriately.

9. Any ABOX42 product or service used by the contracting party may only be used to evaluate the contracting parties cloud service(s) or local application(s) according to ABOX42 standards and the requirements of the contracting party and is for internal use only. In any other case, the partner obliges to request permission by ABOX42. ABOX42 preserves the right to change the portfolio of available ABOX42 services for the evaluation of ABOX42 products by the contracting party.

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