

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:

1. Disclosing Party: RevQuicken, Limited Liability Company, a Texas limited liability company with principal place of business at 7105 Vanguard Ct, Colleyville, TX 76034

2. Receiving Party: [Pilot User Name], with principal place of business at [Address]

1. Purpose

The Parties wish to explore a potential business relationship involving access to RevQuicken's SaaS pilot environment (the "Purpose"), during which each Party may disclose confidential information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary or business-sensitive information disclosed by either Party, whether in writing, electronically, orally, or by inspection of tangible objects, including but not limited to:

- Product roadmaps, source code, designs, architecture diagrams
- Business plans, forecasts, pricing, customer lists
- Technical documentation, test results, metrics
- User interface designs and workflows, user experience research and data

3. Exclusions

Confidential Information does not include information that Receiving Party can demonstrate by written record:

- a. Was already in its possession prior to disclosure;
- b. Is or becomes generally known to the public through no wrongful act of Receiving Party;
- c. Is rightfully received from a third party without a duty of confidentiality;
- d. Is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information.

4. Non-Disclosure & Non-Use

Receiving Party shall:

- Hold in confidence all Confidential Information with at least the same degree of care it uses for its own confidential information.
- Use Confidential Information solely for the Purpose above.
- Not disclose Confidential Information to any third party except to its employees, contractors or advisors who have a need to know and are bound by a confidentiality obligation.

5. Mandatory Disclosure

If Receiving Party is legally compelled to disclose any Confidential Information, it shall:

1. Promptly notify Disclosing Party in writing;
2. Cooperate in any efforts to obtain a protective order or other remedy;
3. Only disclose the minimum required and continue to protect the remainder.

6. Term

This Agreement shall commence on the Effective Date and remain in effect for two (2) years.

Confidentiality obligations with respect to each disclosure shall survive for three (3) years from the date of disclosure.

7. No License

No license or other rights under any patent, copyright, trademark or other intellectual property right is granted by Disclosing Party to Receiving Party.

8. Return or Destruction

Upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all materials containing Confidential Information.

Confidential Information and certify such destruction in writing.

9. Remedies

Both Parties acknowledge that monetary damages may be insufficient to remedy a breach and that Disclosure shall be entitled to equitable relief, including injunctive relief, in the event of any such breach.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RevQuicken, Limited Liability Company

[Pilot User Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____