



Heath Warnock

NDA Simplex Business

▼ Welcome to CodeLogic DealRoom

Dear Femi,

Thank you for the opportunity to submit an NDA for your organization.

We are confident you will derive exceptional benefits and a considerable return on investment from CodeLogic and look forward to adding you to our growing list of satisfied customers.

Sincerely,

Heath Warnock

Heath Warnock

▼ NDA

Confidentiality Agreement

This Confidentiality Agreement ("Agreement"), dated as of Nov 02, 2021 ("Effective Date").
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Delaware corporation, located at 950 Tower Lane Suite 2100 Foster City, CA 94404 ("OPPORTUNITY_ACCOUNT%", located at USA, (with its affiliates, the "Recipient").

1. In connection with a discussion, demonstration and / or evaluation of and discuss learning about CodeLogic's business or services and/or products (the "Purpose"), Recipient, or Recipient may otherwise receive access to, Confidential Information shall use the Confidential Information solely for the Purpose and, except as otherwise provided, shall not disclose or permit access to the Confidential Information other than to its authorized officers, employees, agents, accountants and lawyers (collectively, "Representatives") who have a "need to know" such Confidential Information for the Purpose; (b) know of the existence of this Agreement, assuming the responsibility thereof; and (c) are bound by written obligations no less protective of the Confidential Information than the terms contained herein. Recipients shall safeguard the Confidential Information from unauthorized disclosure with at least the degree of care it uses to protect its most sensitive information and not less than that of a prudent person in the same or similar circumstances. All Confidential Information, including any derivative works thereof, is, and shall remain, the property of CodeLogic. Recipient and its Representatives only shall use the Confidential Information solely for the Purpose and/or the Purpose. Any Confidential Information received by Recipient shall not be used for the Recipient's, or its Representatives', own benefit or for any other purpose. Recipients, shall not disclose CodeLogic's Confidential Information to anyone without the prior written consent. Recipient shall be liable for disclosure of CodeLogic's Confidential Information if its obligations of care are not used. The burden shall be upon the Recipient to show that it has used the Confidential Information in accordance with its obligations or its Representatives. Recipient shall promptly notify CodeLogic of any unauthorized use or disclosure of Confidential Information by itself or its Representatives, and use its best efforts to notify CodeLogic, to prevent any further use or disclosure. Except as otherwise provided, Recipient shall be responsible for any breach of this Agreement caused by its Representatives or any other person if Recipient discloses any Confidential Information.
2. "Confidential Information" means all non-public, proprietary, or confidential information disclosed by CodeLogic or its business, disclosed, before, on or after the Effective Date, to Recipient in any form, oral, visual, written, electronic, or other tangible or intangible form, derived from, or in any way related to, CodeLogic's business, whether or not marked or designated as "confidential," including, but not limited to, CodeLogic's confidential information, unpatented inventions, ideas, methods, processes, discoveries, know-how, trade secrets, confidential information, applications, invention disclosures, invention summaries, technology, business opportunities, confidential information, other confidential intellectual property; (b) all other designs, specifications, documents, drawings, software, source code, object code, data, metadata, images, icons, audiovisual content, schematics, drawings, protocols, processes, data maps, workflows, and other visual information; of any of the foregoing; and (c) support materials, collateral, technical or functional information, materials, maintenance releases and software patches, upgrades, error correction information, customer information, and other notes, analyses, compilations, reports, forecasts, summaries, interpretations, and all other materials disclosed to Recipient or its Representatives. "Confidential Information" also includes all of Recipient's notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or are derived from, any of the foregoing; provided, however, that Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of Recipient's disclosure or omission; (ii) is obtained by Recipient or its Representatives from a third-party that was not under a duty to be restricted from disclosing such information; (iii) was in Recipient's or its Representatives' possession, custody, or control, as established by documentary evidence, before CodeLogic's disclosure hereunder; (iv) was developed by Recipient or its Representatives, as established by documentary evidence; or (v) is referenced by any Confidential Information. Confidential Information also includes

in discussions regarding the Purpose and that Confidential Information has been terms, conditions, or arrangements discussed.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose Confidential Information, Recipient shall, before such disclosure, promptly notify CodeLogic of the disclosure request so that CodeLogic may petition for or seek protective concealment, or seek other remedy, and Recipient shall reasonably assist CodeLogic therewith. If Recipient is compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) ensure that such Confidential Information is afforded confidential treatment.
4. Upon the written request of CodeLogic, Recipient and its Representatives shall refrain from the destruction in an officer's signed writing) all CodeLogic Confidential Information and any materials incorporating such Confidential Information, whether in physical or electronic form. No copy may be retained in the files of the Recipient's legal counsel, for recordkeeping purposes, except on the terms and conditions of this Agreement.
5. CodeLogic has no obligation under this Agreement to disclose any Confidential Information to Recipient or its Representatives, and all Confidential Information without any representation or warranty, expressed or implied, as to the completeness thereof, and CodeLogic will have no liability to Recipient, its Representatives or its Representatives relating to Recipient's use of any of the Confidential Information or any errors therein.
6. The rights and obligations of the parties under this Agreement expire three years after the date of the Agreement, provided that with respect to Confidential Information that is a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information ceases to be a trade secret protection other than due to an act or omission of Recipient or its Representatives.
7. Recipient acknowledges and agrees that any breach of this Agreement will cause irreparable harm and that money damages would be an inadequate remedy and that, in addition to remedies at law, Recipient agrees to seek equitable relief as a remedy for any such breach. Recipient also agrees that it shall not seek to waive any requirement for the securing or posting of a bond in connection with any such breach, and shall not seek equitable relief pursuant to this paragraph. CodeLogic's rights shall be cumulative with any other rights or remedies to which CodeLogic may be entitled at law or in equity. Recipient agrees to hold harmless CodeLogic and its representatives against and from any loss, liability, damages, or reasonable attorneys' fees arising out of any claim or claims by its Representatives or its Representatives. Recipient's Representatives shall not obstruct CodeLogic's rights under this Agreement. Recipient agrees to take Section 7 and Recipient shall indemnify CodeLogic for any such obstruction. Recipient agrees that any action for any such relief will not be deemed to be a waiver of the right to an action for any such relief. If any action of the obligations herein is required, Recipient shall reimburse CodeLogic for all reasonable costs, including attorneys' fees, incurred by CodeLogic in this regard. In no event, however, shall Recipient or its Representatives be liable for any consequential, punitive, special, or exemplary damages in connection with this Agreement.
8. This Agreement is not intended, and shall not be construed, to (a) create any partnership, joint venture, or exclusive relationship between Recipient and CodeLogic, or (b) obligate either party to enter into an agreement relating to, or otherwise to consummate, the Purpose. Neither Recipient nor its Representatives at any time personally, or through the use of third-parties, bypass, interfere, explicitly or implicitly, circumvent in any manner, directly or indirectly, CodeLogic's plans, ideas, contracts, or other business opportunities by utilizing any Confidential Information or CodeLogic intellectual property in any manner not sanctioned or anticipated hereunder.
9. This Agreement is the entire agreement of the parties regarding its subject matter and shall supersede all contemporaneous understandings, agreements, representations, and warranties regarding such subject matter. This Agreement may only be amended, modified, or supplemented by a written agreement in writing signed by both parties. Recipient may not assign this Agreement to any third party.

- Representatives may not assign any rights or delegate any obligations hereunder without the prior consent of CodeLogic. Any attempted assignment or delegation without the prior consent shall be void and of no force or effect. CodeLogic retains its entire right, title, and interest in the Confidential Information, and no disclosure of Confidential Information hereunder will be considered a transfer or other transfer of any such right, title, and interest to Recipient, its Representatives, or any other person.
10. All notices must be in writing and addressed to the relevant party at its address. Notices must be personally delivered or sent prepaid by nationally recognized commercial carrier, return receipt requested, and are effective on actual receipt. This Agreement and its exhibits, each of which will be deemed an original, but all of which taken together shall constitute the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be as effective as physical delivery of a manually executed counterpart.
11. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of California, without giving effect to principles of conflicts of law. Any litigation arising out of or relating to this Agreement in any way must be instituted in a state or federal court in California or a federal court in the Northern District of California. Each party irrevocably and exclusively submits to the jurisdiction of such courts in any such suit, action, or proceeding and waives any other venue which may otherwise be available. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION TO THE VENUE IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

▼ e-Signature



By signing this agreement you agree to abide by its terms as written above.



Signed by:

Femi Adeniyi

Title:

Chief Software Architect & Chief Executive Officer

I acknowledge that this is a legal representation of my signature:

Clear

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