MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into on January 1, 2024 (the "Effective Date") by and between Docsum, Inc., a Delaware corporation having its principal place of business at 123 Sunshine Lane, San Francisco, California - 94117 ("Docsum"), and Google, Inc., a Delaware corporation having its principal place of business at 456 Alphabet Circle, San Mateo, California, - 94312 ("Google"). Docsum and Google are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Purpose.**
   1.1. The Parties contemplate a commercial relationship under which they will exchange certain proprietary or confidential information. This Agreement governs the disclosure, use, and protection of such information exchanged between the Parties.
2. **Definition of Confidential Information.**
   2.1. Confidential Information means any and all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form (including oral, written, electronic, or other), that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the context of disclosure. This may include, but is not limited to, business plans, financial data, technical specifications, trade secrets, product roadmaps, software, inventions, designs, customer lists, and marketing strategies.
   2.2. Confidential Information does not include any information that (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records; (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party who has the right to disclose it without breaching any confidentiality obligation.
3. **Mutual Confidentiality Obligations**
   3.1. **Use of Confidential Information**. The Receiving Party shall use the Confidential Information of the Disclosing Party solely for the purpose of evaluating or performing the business relationship contemplated between the Parties (the "**Purpose**"), and for no other purpose.
   3.2. **Non-Disclosure**. The Receiving Party shall not disclose, publish, or disseminate any of the Disclosing Party's Confidential Information to any third party, except to those employees, contractors, or agents of the Receiving Party who have a legitimate need to know such information for the Purpose, and who are bound by confidentiality obligations no less restrictive than those contained herein.

3.3. **Degree of Care**. The Receiving Party shall protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own confidential and proprietary information of similar importance, but in no event less than a reasonable degree of care.

4. **Exceptions to Confidentiality**

4.1. Notwithstanding any other provision in this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law or valid court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing (to the extent legally permissible) and cooperates with the Disclosing Party's reasonable efforts to limit or contest such disclosure.

5. **Return or Destruction of Materials**

5.1. Upon the written request of the Disclosing Party, or upon the termination or expiration of this Agreement, the Receiving Party shall promptly return or destroy all copies of the Disclosing Party's Confidential Information in its possession or control, and shall certify in writing that it has done so. Notwithstanding the foregoing, the Receiving Party may retain one (1) archival copy of the Confidential Information if required by law or for record-keeping purposes, subject to the obligations of confidentiality set forth in this Agreement.

6. **No Warranty**

6.1. All Confidential Information is provided "**as is**." Neither Party makes any warranties, express, implied, or otherwise, concerning the Confidential Information, including its accuracy, completeness, or fitness for a particular purpose.

7. **Term and Survival**

7.1. This Agreement shall commence on the Effective Date and shall continue for a period of **two (2) years**, unless earlier terminated by mutual written agreement of the Parties. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of **three (3) years** with respect to any Confidential Information disclosed hereunder.

8. **Governing Law and Venue**

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in San Francisco, California.

9. **Equitable Relief**

9.1. Each Party acknowledges that any breach of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in

addition to all other remedies available at law or in equity, in the event of any threatened or actual breach of this Agreement.

10.   Entire Agreement

10.1.   This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, negotiations, or agreements (whether oral or written). This Agreement may only be amended or modified by a writing signed by both Parties.

Signatures

Docsum, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____

Google, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____