

DRAFT SAMPLE — NOT FOR SIGNATURE. This PDF is an illustrative copy of our Mutual Non-Disclosure Agreement for review only. Customers countersign this Mutual Non-Disclosure Agreement in Settings Platform Agreement.

Mutual Non-Disclosure Agreement

Last updated: August 3, 2026

1. Introduction and Parties

This Mutual Non-Disclosure Agreement ("NDA") is entered into between Softserve Software LLC, a Florida limited liability company doing business as Car Storage Software (carstoragesoftware.com) ("Provider," "we," "us") and the storage facility or other business customer ("Customer," "you") that subscribes to or evaluates our car storage facility management software (the "Service") under our Terms of Service (the "Agreement"). Each of Provider and Customer is a "Party" and together the "Parties." References to a Party include that Party's Affiliates that receive Confidential Information under this NDA.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests or the power to direct management. "Representatives" means a Party's and its Affiliates' employees, contractors, advisors, and professional counsel who have a need to know Confidential Information for a purpose permitted by this NDA.

The Parties may disclose Confidential Information (as defined below) to each other in connection with evaluating, negotiating, implementing, or using the Service. This NDA is mutual: each Party may be a disclosing party or a receiving party with respect to particular Confidential Information.

This NDA is incorporated into the Agreement by reference. Customer accepts this NDA by creating an account, signing in, subscribing, or otherwise accessing or using the Service under the Agreement (clickwrap acceptance). Team staff may also download or countersign this NDA in Settings Platform Agreement as additional evidence of assent. For other requirements, email matt@carstoragesoftware.com.

If you are evaluating the Service before creating an account or accepting the Terms of Service, we recommend executing a standalone copy of this NDA before exchanging sensitive information outside the Service. You can request a countersigned standalone copy by emailing matt@carstoragesoftware.com.

2. Definition of Confidential Information

"Confidential Information" means non-public information that a Party discloses or makes available, directly or indirectly (including through its Affiliates or Representatives), or that the other Party observes or learns, in connection with the Service or the Parties' business relationship — whether orally, in writing, electronically, by demonstration, site visit, or other means — and that is either marked or identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- business plans, pricing, product roadmaps, security documentation, vendor lists, and commercial terms;
- technical information, software, APIs, architecture, source code, configurations, and know-how relating to the Service;
- Customer's facility operations data, customer lists, financial information, and other non-public business information Customer shares with Provider outside ordinary Service use governed by the Data Processing Agreement and Privacy Policy;
- the existence and terms of discussions between the Parties regarding the Service, except as otherwise permitted under this NDA or the Agreement.

Personal data processed through the Service is governed by the Data Processing Agreement and Privacy Policy; conflicts regarding personal data are resolved under the Order of Precedence in Section 10.

3. Exclusions

Confidential Information does not include information that the receiving Party can demonstrate, by contemporaneous written records where applicable:

- was or becomes publicly available through no fault of the receiving Party;
- was rightfully in the receiving Party's possession before disclosure without a confidentiality obligation, as shown by contemporaneous written records;
- is rightfully received from a third party without a confidentiality obligation and without breach of this NDA;
- is independently developed by the receiving Party without use of the disclosing Party's Confidential Information, by persons who have not had access to that Confidential Information, as shown by contemporaneous written records; or
- is approved for release in writing by the disclosing Party.

4. Obligations

Each receiving Party will:

- use the disclosing Party's Confidential Information solely to evaluate, negotiate, implement, or perform under the Agreement and related Service activities;
- protect Confidential Information using at least the same degree of care it uses for its own similar information, and in no event less than reasonable care;
- limit access to Confidential Information to its Representatives who have a need to know for a purpose permitted by this NDA and who are bound by confidentiality obligations no less protective than this NDA;
- not disclose Confidential Information to any third party except as permitted by this NDA or with the disclosing Party's prior written consent; and
- notify the disclosing Party promptly after becoming aware of any unauthorized access, use, or disclosure of the disclosing Party's Confidential Information, and reasonably cooperate with the disclosing Party in investigation and mitigation.

Notwithstanding the foregoing, Provider may use Confidential Information as expressly permitted under the Permitted Service Improvement Uses and Customer Data Processing Terms sections of the Agreement.

Each Party will be responsible and liable for any act or omission of its Representatives that would constitute a breach of this NDA if committed by that Party.

5. Permitted Disclosures

A receiving Party may disclose Confidential Information if required by law, regulation, subpoena, or court order, provided that (to the extent legally permitted) it gives the disclosing Party prompt notice so the disclosing Party may seek a protective order or other remedy, discloses only the portion legally required, and reasonably cooperates with the disclosing Party's efforts at the disclosing Party's expense.

A Party may disclose Confidential Information to actual or prospective investors, acquirers, financing sources, and their Representatives in connection with due diligence for a financing, investment, merger, acquisition, or similar transaction, provided that (a) disclosure is limited to what is reasonably necessary, and (b) recipients are bound by written confidentiality obligations no less protective than this NDA (or are attorneys or other professionals bound by professional confidentiality duties).

Provider may disclose Confidential Information to sub-processors and service providers as needed to operate the Service, subject to confidentiality obligations consistent with this NDA and the Data Processing Agreement where personal data is involved. Our current sub-processors are listed on our Subprocessor List at <https://carstoragesoftware.com/legal/subprocessors>.

6. Return or Destruction

Upon the disclosing Party's written request, or upon termination of the Agreement, the receiving Party will promptly return or securely destroy Confidential Information in its possession or control, subject to (a) any post-termination data export window in the Agreement, and (b) Provider's Data Retention and Disposal Policy. The receiving Party may retain copies required by law, regulation, or bona fide backup or archival systems, which remain subject to this NDA until destroyed. Upon reasonable request, and no more than once per termination event, the receiving Party will provide written certification of destruction (an officer's written statement is sufficient).

7. Term

This NDA is effective as of the date Customer accepts the Agreement (including by creating an account, signing in, subscribing, or otherwise accessing or using the Service) and continues for the term of the Agreement. If the Parties exchange Confidential Information under a separately executed standalone copy of this NDA before account access, that copy is effective as of the date of execution. Confidentiality obligations survive for five (5) years after termination of the Agreement (or standalone NDA, as applicable), except that trade secrets, source code, and security documentation remain protected for so long as they qualify as trade secrets under applicable law or, if they do not so qualify, for so long as they remain non-public, and in any event no less than the five (5) year period.

8. No License, Feedback, and No Warranty

Nothing in this NDA grants either Party any license, title, or interest in the other Party's intellectual property, except the limited right to use Confidential Information as expressly permitted herein.

If Customer or its Representatives provide suggestions, ideas, enhancement requests, or other feedback relating to the Service ("Feedback"), Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, modify, and commercialize Feedback for any purpose without attribution or compensation. Feedback is not Confidential Information.

All Confidential Information is provided "AS IS," without any warranty of accuracy or completeness. Neither Party is obligated to disclose any Confidential Information. Roadmap and other forward-looking information is non-binding and does not create any obligation to develop, deliver, or continue any feature. Nothing in this NDA obligates either Party to enter into any further agreement.

9. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information will cause irreparable harm for which monetary damages are an inadequate remedy. The disclosing Party shall be entitled to injunctive and other equitable relief without the necessity of proving actual damages and without posting bond, in addition to all other remedies available at law or in equity.

The limitations of liability in the Agreement (including the exclusion of consequential damages and the aggregate liability cap) apply mutually to each Party's liability under this NDA, reading references to either Party symmetrically as applicable. Either Party's liability for misappropriation of the other's trade secrets is not subject to any cap or exclusion of damages in the Agreement or this NDA.

The prevailing Party in any arbitration, court proceeding for injunctive or other relief, or appeal arising out of or relating to this NDA is entitled to recover its reasonable attorneys' fees and costs from the other Party.

10. General

- This NDA is governed by the laws of the State of Florida, without regard to conflict-of-law principles, and subject to the dispute resolution provisions of the Agreement.
- **Order of Precedence.** If there is a conflict among documents regarding the Service or Confidential Information, the following control in this order: (1) a signed order form or written amendment signed by an authorized officer of Provider; (2) the Data Processing Agreement and any Standard Contractual Clauses, solely with respect to personal data; (3) this NDA, with respect to non-personal Confidential Information; and (4) the Terms of Service.
- Neither Party may assign this NDA except together with a permitted assignment of the Agreement; provided that either Party may assign this NDA without consent to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This NDA binds and benefits the Parties and their permitted successors and assigns.
- Provider may identify Customer as a customer and use Customer's name and logo in customer lists, websites, and marketing materials, subject to Customer's prior written objection (email to matt@carstoragesoftware.com is sufficient). Upon objection, Provider will cease new uses and, within a commercially reasonable time, remove the identification from materials under Provider's reasonable control.

- We may update this NDA to reflect changes in law or the Service; material changes will be notified as described in the Agreement.
- This NDA, together with the Agreement and incorporated documents, constitutes the entire agreement between the Parties with respect to Confidential Information and supersedes prior NDAs between the Parties covering the same subject matter, unless a written agreement signed by an authorized officer of Provider expressly identifies this NDA and states that it supersedes this NDA.

Contact

Questions about this NDA or requests for a countersigned copy:

Softserve Software LLC

d/b/a Car Storage Software (carstoragesoftware.com)

Email: matt@carstoragesoftware.com

Address: 3343 Port Royale Dr S, Fort Lauderdale, FL 33308

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