

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “**Agreement**”), effective the date of last execution below (“**Effective Date**”), is entered into by and between Caris MPI, Inc., a Texas corporation having offices at 750 West John Carpenter Freeway, Suite 800, Irving, Texas 75039, and any of its Affiliates, (collectively referred to hereinafter as “**Company**”) and \_\_\_\_\_, (“**Recipient**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”). The term “**Affiliates**” as used in this Agreement means any corporation, limited liability company, partnership, trust, joint venture or other such entity that is controlled by, controlling, or under common control with a Party. The Parties hereby agree to the following:

1. **PURPOSE:** The Parties wish to explore an opportunity of mutual interest (the “**Opportunity**”), and in connection with the Opportunity, Company has and may disclose to Recipient certain confidential technical and business information that Company desires Recipient to treat as confidential.

### 2. **CONFIDENTIAL INFORMATION**

A. *Definition.* “**Confidential Information**” means any information disclosed by Company to Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects, whether or not designated as “confidential” at the time of disclosure. Confidential Information may also include information of a third party that is in Company’s possession and is disclosed to Recipient under this Agreement.

B. *Exceptions.* Confidential Information shall not, however, include any information that Recipient can establish (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Company through no action or inaction of Recipient; or (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Company to Recipient as shown by Recipient’s then-contemporaneous written files and records kept in the ordinary course of business.

C. *Compelled Disclosure.* If Recipient becomes legally compelled to disclose any Confidential Information, Recipient will provide Company prompt written notice of such disclosure and will assist Company in seeking a protective order or another appropriate remedy. If Company waives Recipient’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy,

Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

3. **NONUSE AND NONDISCLOSURE:** Recipient shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Company’s prior written consent. Recipient shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, except that, subject to Section 4 below, Recipient may disclose Confidential Information to those employees of Recipient who are required to have the information in order for Recipient to evaluate or engage in discussions concerning the Opportunity, provided that such employee has signed a nonuse and nondisclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employee. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.

4. **MAINTENANCE OF CONFIDENTIALITY:** Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own most highly confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by Company. Recipient shall reproduce Company’s proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

5. **NO OBLIGATION:** Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing in this Agreement shall be construed to restrict Company’s use or disclosure of its own Confidential Information.

6. **NO WARRANTY:** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.”

COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. **RETURN OF MATERIALS:** All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient shall be and remain the property of Company and shall be promptly returned to Company or destroyed (with proof of such destruction), each upon Company's request.

8. **NO LICENSE:** Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property right of Company, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth in this Agreement.

9. **TERM:** The term of this Agreement shall commence on the Effective Date and shall expire two (2) years from the Effective Date, provided that either Party may terminate this Agreement at any time by providing a thirty (30) day written notice. The obligations of Recipient under this Agreement will survive for a total of five (5) years.

10. **REMEDIES:** Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Company, entitling Company to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond required to be posted.

11. **MISCELLANEOUS:** This Agreement shall bind and inure to the benefit of the Parties and their

respective successors and permitted assigns; except that Recipient may not assign or otherwise transfer this Agreement, by operation of law or otherwise, without written consent of Company. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. Recipient hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.

**DISPUTES:** All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas and the federal courts located in the Northern District of Texas and each Party hereby consents to the personal jurisdiction thereof.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

CARIS MPI, INC.

RECIPIENT

By: \_\_\_\_\_  
Name: David D. Halbert  
Title: CEO  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date: