

NONDISCLOSURE AGREEMENT

1. Introduction

This Nondisclosure Agreement (the “Agreement”) is entered into by and between LT Ninja LLC and Client (INDIVIDUAL OR LEGAL ENTITY) collectively referred to as the “parties”, for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure by one or each (the “Disclosing Party”) to the other (the “Receiving Party”) of certain proprietary and confidential information (the “Confidential Information”).

2. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. **THIS AGREEMENT ALSO DEFINES CONFIDENTIAL INFORMATION TO INCLUDE PROTECTED HEALTH INFORMATION (PHI) AS DEFINED BY PART 45 OF THE CODE OF FEDERAL REGULATIONS (CFR) SECTION 160.103 AND AS REFERENCED IN SECTION 13400 OF SUBTITLE D (‘PRIVACY’) OF THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITECH) ACT.** If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. All electronic information which is identifiable to an individual or group of individuals shall be presumed to be Confidential Information.

3. Exclusions from Confidential Information

Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

4. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

NONDISCLOSURE AGREEMENT

5. Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until either (ii) five (5) years from the execution of this Agreement or the Managed ConnectWise Automate Services Agreement (as applicable), and (i) the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

7. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Venue

This Statement of Work, excluding its conflict of law provisions, shall be governed by the laws of the State of Florida. Any action arising under or relating to this Statement of Work shall lie within the exclusive jurisdiction of the State and Federal Courts located in Hillsborough County, Florida.

11. Electronic Signatures and Delivery

This Agreement may be executed in multiple counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The counterparts of this Agreement and all other agreements and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

12. Authorized Execution

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative via esigned quote.