

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") governs access to and use of certain confidential information disclosed by Kahua, Inc., a Georgia corporation with its principal place of business at 10000 Avalon Boulevard, Alpharetta, Georgia 30009 ("Kahua").

By requesting access to Kahua's confidential materials, including but not limited to its SOC 2 Type 2 report, the requesting party ("Recipient") acknowledges that they have read, understand, and agree to be bound by the terms of this Agreement. If the Recipient is acting on behalf of an organization, the Recipient represents that they have authority to bind that organization to this Agreement.

Kahua and the Recipient desire to discuss or evaluate a potential business relationship or otherwise assess Kahua's security posture (the "Business Purpose"). In connection with this Business Purpose, Kahua may disclose certain confidential information that must be protected from unauthorized use or disclosure.

1. Definition of Confidential Information

"Confidential Information" means any non public technical, business, operational, financial, security, or other information disclosed by Kahua, whether orally, visually, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, security documentation, audit reports, policies, procedures, system descriptions, and information belonging to third parties that Kahua is obligated to protect.

2. Exclusions

Confidential Information does not include information that the Recipient can demonstrate:

- (i) is or becomes generally known to the public through no act or omission of the Recipient;
- (ii) was lawfully known to the Recipient prior to disclosure by Kahua without restriction on use or disclosure;
- (iii) is rightfully received from a third party without restriction and without breach of any obligation of confidentiality; or
- (iv) is independently developed by the Recipient without use of or reference to Kahua's Confidential Information.

3. Confidentiality Obligations

The Recipient agrees to:

- (i) maintain Kahua's Confidential Information in strict confidence;
- (ii) use the Confidential Information solely for the Business Purpose; and
- (iii) not disclose the Confidential Information to any third party.

The Recipient may disclose Confidential Information only to its employees, contractors, or professional advisors who have a bona fide need to know for the Business Purpose and who are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

The Recipient may disclose Confidential Information to the extent required by law or regulation, provided that the Recipient uses reasonable efforts to give Kahua prompt notice of such requirement, where legally permitted, to allow Kahua an opportunity to seek protective treatment.

4. Return or Destruction

Upon Kahua's request, or upon completion of the Business Purpose, the Recipient shall promptly return or destroy all copies of Kahua's Confidential Information in its possession or control, including electronic copies, except where retention is required by law.

5. Ownership and No License

All Confidential Information remains the sole and exclusive property of Kahua or its licensors. Nothing in this Agreement grants the Recipient any license or other rights, by implication or otherwise, to Kahua's Confidential Information or intellectual property. Kahua is under no obligation to disclose any Confidential Information or to enter into any business relationship.

6. Disclaimer

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." KAHUA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

7. Injunctive Relief

The Recipient acknowledges that unauthorized use or disclosure of Confidential Information would cause irreparable harm to Kahua for which monetary damages may be inadequate. Kahua shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity.

8. Governing Law and Entire Agreement

This Agreement is governed by and construed in accordance with the laws of the State of Georgia, excluding conflict of law principles. This Agreement constitutes the complete and exclusive agreement regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings relating to such subject matter.

9. Term

This Agreement becomes effective upon the Recipient's acceptance and remains in effect for five years from the date of the last disclosure of Confidential Information, except that obligations relating to Confidential Information that qualifies as a trade secret shall survive for so long as such information remains a trade secret under applicable law.