

In order to protect certain Confidential Information (as defined below), this Non-Disclosure Agreement ("Agreement") is made by Dell Inc., for itself and its subsidiaries (collectively "Dell"), for itself and its subsidiaries and affiliates (collectively "Participant 1,"), (Dell and each Participant(s) is individually referred to as a "Party" and collectively referred to as the "Parties"). The Party disclosing Confidential Information hereunder is referred to as "Discloser" and the Party receiving Confidential Information hereunder is referred to as "Recipient".

1. **Effective Date.** The effective date of this Agreement is 12/2/2015.
2. **Mutual Agreement.** The Agreement shall apply to all Confidential Information disclosed between Discloser and Recipient.
3. **Confidential Information.** "Confidential Information" disclosed under this Agreement is defined as any information, technical data or know how furnished, whether in written, oral, electronic, website-based, or other form by the Discloser to the Recipient that (a) is marked, accompanied or supported by documents clearly and conspicuously designating such documents as "confidential", "internal use" or the equivalent; (b) is identified by the Discloser as confidential before, during or promptly after the presentation or communication; or (c) should reasonably be known by Recipient to be confidential. Confidential Information includes, without limitation, any information acquired during any tours of Dell's facilities or Dell onsite usability testing.
4. **No Use of Name.** Each Party agrees not to issue or release any articles, advertising, publicity or other material relating to any other Party's Confidential Information or mentioning or implying the name of any other Party, except (a) as may be required by law and then only after providing such other Party with an opportunity to review and comment thereon, (b) as expressly permitted in a separate written agreement with such other Party, or (c) with the prior written consent of such other Party.
5. **Term and Termination.** This Agreement shall remain in effect until it is terminated by a Party with thirty (30) days prior written notice; provided, however, that no Party shall terminate this Agreement if the Parties have an indirect or direct agreement still in effect. Subject to Section 7 below, the terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.
6. **Permitted Use and Disclosure.** Recipient will use Confidential Information only for the purpose of and in connection with the evaluation of a potential, and/or continuation of an actual, business transaction or relationship between the Parties. Recipient may disclose Confidential Information to its directors, officers, employees, contractors, advisors, and agents, so long as such parties have a need to know in their work for Recipient and are bound by obligations of confidentiality at least as restrictive as those imposed on Recipient in this Agreement, and Recipient is fully liable for any breach of this Agreement by such third party (collectively, "Representatives"). Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement; (b) the purchase or sale of securities by Representatives on the basis of Confidential Information or other use of Confidential Information by Representatives for personal benefit; (c) communication of Confidential Information to any third party (except as otherwise authorized in this Agreement); or (d) publication of Confidential Information (except as otherwise authorized in this Agreement). Notwithstanding anything herein to the contrary, the restrictions on disclosure and use set forth in this Agreement shall not restrict the right of Recipient to independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the Discloser; provided that the Recipient does not use any of the Discloser's Confidential Information for such activities. Further, Recipient retains sole discretion to assign or reassign the job responsibilities of its employees.
7. **Protection Period and Return of Information.** Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure. Notwithstanding anything to the contrary herein, protection of information constituting a trade secret shall never expire. Upon the Discloser's written request, Recipient will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed; provided, however, that Participant will not make any such request with respect to Confidential Information related to Participant's products and/or services if those products and/or services are currently being manufactured, sold or supported by Dell. Notwithstanding the foregoing, Recipient's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations.
8. **Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient or its Representatives; (c) is rightfully received by the Recipient from a third party who has no duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, to the extent permitted by law, the Recipient agrees to give the Discloser reasonable advance notice so that the Discloser may contest the disclosure or seek a protective order.
9. **WARRANTY / DISCLAIMERS.** DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND NO RESPONSIBILITY OR LIABILITY UNDER THIS AGREEMENT IS OR WILL BE ACCEPTED BY THE DISCLOSER AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".
10. **No Obligation.** This Agreement is intended to provide only for the use, handling and protection of Confidential Information. It shall not be construed as a joint venture, partnership or other similar arrangement or relationship, or creating or establishing such arrangement or relationship, between the Parties. By virtue of this Agreement or any expressions of interest made in connection herewith or in connection with the Confidential Information, no Party is under any obligation to enter into, or to negotiate toward, any transaction or relationship with the other Party. This Agreement imposes no obligation on any Party to exchange Confidential Information, to purchase, sell, license, transfer, or otherwise make use of any technology, services or products, or to enter into any other agreement with any other Party.

11. Export Compliance. Recipient will adhere to all applicable United States and foreign export control laws and will not export or re-export any technical data or products, to any proscribed country listed in the U.S. Export Administration regulations, unless properly authorized by the U.S. Government.
12. Ownership. No license or conveyance of any rights under any patent, copyright, trade secret, trademark or any other intellectual property right is granted under this Agreement except the limited rights set forth in Section 6 of this Agreement.
13. Remedies. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
14. GOVERNING LAW. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF TEXAS.
15. Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law. Discloser's failure to enforce Recipient's strict performance of any term herein will not constitute a waiver of Discloser's right to subsequently enforce such term or any other term of this Agreement.
16. Application for Credit. Participant represents and warrants that any Confidential Information it provides to Dell in connection with an extension of credit ("Credit Information") is true, correct, and complete in all material respects. Dell may provide Credit Information and related information in Dell's possession to potential funding sources and their agents, advisors and consultants who are bound by obligations of confidentiality at least as restrictive as those imposed by this Agreement. Notwithstanding anything in this Agreement to the contrary, Dell may keep Credit Information in accordance with applicable document retention requirements and the confidentiality obligations imposed by this Agreement.
17. Miscellaneous. This Agreement embodies the entire understanding between the Parties pertaining to its subject matter. All terms and provisions of this Agreement will be binding upon the Parties and upon their respective successors and assigns. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. This Agreement may be signed in separate counterparts, and electronic or facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

Dell Inc.

By:

Name:

Title:

Date:

By:

Name:

Title:

Address:

Date: ____/____/____

Signature: _____

Title: