

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is between Claro Enterprise Solutions, LLC and the Company and is in effect as of date of the Company's electronic acceptance ("Effective Date"). Claro Enterprise Solutions and the Company and are each referred to herein as a "Party" and collectively as the "Parties".

The Parties acknowledge that in connection with the evaluation of a business relationship and/or transaction(s) of mutual interest (the "Purpose") it may be necessary or desirable for each of them to disclose (the "Disclosing Party") to the other ("Receiving Party") nonpublic information considered proprietary and confidential to the Disclosing Party, which shall be marked as confidential or due to the circumstances of disclosure or to the nature of the information would reasonably be considered proprietary or confidential to the Disclosing Party ("Confidential Information").

1. **Obligations of Confidentiality.** The Receiving Party agrees to only to use the Confidential Information of the Disclosing Party for the Purpose and not to disclose such Confidential Information to third parties other than Representatives, defined as each Party's subsidiaries, Affiliates and their respective officers, directors, controlling persons, employees, agents and advisors who have a need-to-know the Confidential Information pursuant to the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein. "Affiliate" means, with respect to a Party, another entity or entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with that Party. Each Party shall remain liable to the other Party for a breach of confidentiality hereunder of its Representatives. Each party shall safeguard the Disclosing Party's Confidential Information using the same care and discretion as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.

2. **Exceptions.** Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, the term Confidential Information shall not be deemed to include, and this Agreement shall not apply to, information which: (i) is or becomes available to a Receiving Party from a source other than the Disclosing Party, provided that to such Receiving Party's knowledge such source is not bound by a confidentiality agreement with the party from which it received such information or is otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (ii) is or becomes generally available to the public, other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement; and or (iii) was or is independently developed by the Receiving Party and/or its Representatives without reference to the Confidential Information.

3. **Compelled Disclosure.** In the event that either Party or any of its Representatives are requested or required by applicable law, regulation, subpoena, civil proceedings or similar processes, to disclose any Confidential Information, it is agreed that, to the extent it is legally permitted to do so, such Party will provide the Disclosing Party with prompt notice of such event so that it may seek a protective order if it so chooses.

4. **Term and Termination.** This Agreement shall become effective on the Effective Date and will terminate upon the earlier of: (i) a written termination notice sent by either Party at any time to the other Party, with or without cause, with at least thirty (30) calendar days' advance notice; or (ii) three (3) years from the Effective Date. Subject to applicable laws, Receiving Party's confidentiality obligations regarding the Confidential Information shall survive for a period of three (3) years from the date of termination of this Agreement.

5. **Return of Confidential Information; Records Retention.** Confidential Information, including permitted copies, of the Disclosing Party shall remain the property of the Disclosing Party. Confidential Information,

including all copies thereof, will be returned to the Disclosing Party by the Receiving Party within ten (10) days of the Disclosing Party's written request or, if so directed by the Disclosing Party, the Receiving Party shall destroy such Confidential Information. The Receiving Party shall, promptly upon written request by the Disclosing Party to destroy such information, certify in writing that it has satisfied its obligations under this paragraph. Notwithstanding the foregoing, a party receiving Confidential Information hereunder may retain copies of Confidential Information if and to the extent required for legal or regulatory purposes, provided that any such retained Confidential Information will continue to be subject to the terms and conditions of this Agreement for as long as it is retained for such legal or regulatory purposes, irrespective of the natural expiration or earlier termination of this Agreement.

6. **Data Protection.** The Parties shall comply with all applicable data protection laws with respect to any personal data exchanged hereto.

7. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles.

8. **No Additional Rights or Obligations.** Nothing in this Agreement should be construed, expressly or impliedly, as granting or transferring any license or right to the other Party under any patent, patent application, trademark, copyright, trade secret or other proprietary right. Nothing contained in this Agreement shall be construed as an obligation to provide or receive any Confidential Information or to negotiate or enter into any business relationship. Any Confidential Information provided hereunder is provided "AS IS" basis.

9. **Export Control Laws.** The Parties acknowledge that certain technical information disclosed hereunder may be subject to the export control laws or regulations of the United States of America. Each Party shall be severally responsible for obtaining any export license required under such laws or regulations with respect to the export of any Confidential Information, and shall promptly notify the other Party in writing of the technical information which is subject to the restrictions under such laws or regulations as well as the type of license to have been obtained. Each Party agrees that, unless proper authorization is obtained, it will not export, re-export, or transship, directly or indirectly, any technical information disclosed hereunder, to any country, end user or end use that is prohibited by United States laws.

10. **Acceptance.** Any signature (including any electronic process attached to, or associated with, this Agreement and adopted by the Company with the intent to sign, authenticate or accept this Agreement) or any contract formation through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law,

11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter herein and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon the Parties, unless approved in writing by each of the Parties.

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