

TERMS AND CONDITIONS FOR MUTUAL CONFIDENTIALITY AGREEMENTS

These Terms and Conditions are part of a Mutual Confidentiality Agreement (the “**Agreement**”) between the Company and the Counterparty named on the signature page of the Agreement. Capitalized terms in these Terms and Conditions (also referred to herein as these “**Terms**”) that are not defined in these Terms have the meanings given to them on the signature page of the Agreement.

1. CONFIDENTIAL INFORMATION

Except as set forth below, the term “**Confidential Information**” will include all nonpublic, confidential, or proprietary information disclosed before, on, or after the Effective Date in connection with the Purpose, by either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, or advisors (collectively, “**Representatives**”), whether disclosed orally or in written, electronic, or other form, and whether or not marked, designated, or otherwise identified as “confidential,” including (a) information concerning past, present, and future conditions, operations, finances, customers, suppliers, personnel, products, services, contracts, ownership, organizational structure, budgets, forecasts, sales, financial results, assets, liabilities, costs, and commercial strategies (b) unpatented inventions, ideas, methods, discoveries, trade secrets, know-how, patent applications, and other intellectual property, (c) designs, specifications, components, techniques, technologies, applications, source code, object code, images, icons, schematics, drawings, protocols, and processes, (d) third-party confidential information included in any information provided by the Disclosing Party to the Recipient or its Representatives, and (e) notes, analyses, compilations, reports, forecasts, studies, summaries, projections, models, interpretations, and other materials prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from any of the foregoing.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Notwithstanding anything to the contrary, the term “**Confidential Information**” will not include information that the Recipient can reasonably demonstrate (a) is or was generally available to the public other than as a result of a breach of these Terms by the Recipient or its Representatives, (b) was made available to the Recipient or its Representatives on a non-confidential basis from a third-party who was not, to the Recipient's or its Representatives' knowledge, prohibited from disclosing such information, (c) was known by or in the possession of the Recipient or its Representatives without obligations of confidentiality to the Disclosing Party before the Effective Date, or (d) is or was independently developed by the Recipient or its Representatives without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. RECIPIENT OBLIGATIONS

The Recipient will protect the confidentiality of Confidential Information it receives with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The Recipient will not knowingly use Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, including to reverse engineer, disassemble, decompile, or design around the Disclosing Party's proprietary services, products, or intellectual property; provided, however, the Recipient will not be precluded from retaining mental impressions of Confidential Information, and unless the Parties specifically agree otherwise, these Terms will not be construed to restrict the Recipient from engaging in normal business activity, including in competition with the Disclosing Party, on account of any retained mental impressions of Confidential Information or otherwise. The Recipient will not disclose Confidential Information to any person except (a) as permitted by these Terms, (b) as otherwise permitted in writing by the Disclosing Party, or (c) to its Representatives who (i) need to know the Confidential Information to assist the Recipient in connection with the Purpose, (ii) are informed of the confidential nature of the Confidential Information, and (iii) are directed to abide by the terms and conditions of these Terms; provided, however, that in each of the foregoing cases the Recipient will limit disclosure to the minimum amount necessary, and the Recipient will be liable to the Disclosing Party for any use or disclosure of Confidential Information by the Recipient's Representatives that would violate these Terms if done by the Recipient.

4. DISCLOSURES REQUIRED BY LAW

If disclosure of Confidential Information is required by any applicable federal, state, or local law, rule, or regulation (collectively, "**Law**") or any applicable legal or regulatory process thereunder, the Recipient will, and will direct its Representatives to, (a) to the extent practicable and permitted by Law, promptly notify the Disclosing Party before making any disclosure, (b) if requested by the Disclosing Party, use commercially reasonable efforts to work with the Disclosing Party, at the Disclosing Party's expense, to obtain a protective order or other remedy to maintain the confidentiality of the Confidential Information, and (c) disclose only that portion of the Confidential Information that its legal counsel advises is required by Law to be disclosed.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the request of the Disclosing Party, the Recipient will promptly return or destroy (at the Recipient's election) all of the Disclosing Party's Confidential Information in the Recipient's possession and direct its Representatives who have received Confidential Information to do the same. Notwithstanding the foregoing, the Recipient and its Representatives will not be required to return or destroy Confidential Information that (a) is stored on back-up media in the ordinary course of business that is not practical to delete so long as reasonable precautions are taken by the Recipient and its Representatives to prevent access to such data, or (b) is required by Law to be retained; provided, however, that these Terms will continue to apply to Confidential Information which is not returned or destroyed for either of the foregoing reasons. If requested by the Disclosing Party, the Recipient will confirm in writing to the Disclosing Party that it has complied with its obligations under this Section, and the Recipient will direct its Representatives who have received Confidential Information to do the same.

6. DURATION OF OBLIGATIONS

Following the expiration or termination of the Agreement, (a) these Terms will remain in effect with respect to Confidential Information disclosed before the date of expiration or termination for one year or the length of any agreed upon Tail Period, whichever is longer, and (b) any lawful protections with respect to trade secrets of a Disclosing Party will continue for so long as such trade secrets remain legally protectable.

7. RELATIONSHIP OF THE PARTIES

These Terms do not create a partnership, joint venture, or any other fiduciary relationship between the Parties. Neither Party will have any obligation to disclose Confidential Information to the other Party, to engage in any discussions or negotiations with the other Party, or to enter into any business transactions or relationships with the other Party as a result of these Terms. Either Party may cease discussions or negotiations, or cease furnishing Confidential Information, at any time and for any reason or no reason without any liability whatsoever.

8. NO REPRESENTATIONS OR WARRANTIES

The supply of Confidential Information will not constitute an offer by the Disclosing Party or the basis of any contract or representation on which the Recipient may rely. The Disclosing Party makes no representations or warranties, expressed or implied, as to the accuracy or completeness of any Confidential Information.

9. NO TRANSFER OF RIGHTS

The Recipient acknowledges that any Confidential Information disclosed to it will remain the property of the Disclosing Party and the disclosure of such Confidential Information will not give the Recipient or any of its Representatives any rights therein except for the limited rights of use granted by these Terms.

10. NO PUBLIC DISCLOSURE

Neither Party will make any public communication or announcement regarding the Purpose without obtaining the prior written approval of the other Party. Without limiting the foregoing, neither Party will disclose that Confidential

Information has been made available to it or its Representatives or that discussions or negotiations regarding the Purpose may be, or are, underway between the Parties.

11. REMEDIES

Each Party acknowledges that money damages might not be a sufficient remedy for any breach or threatened breach of these Terms. Therefore, in the event of a breach or threatened breach of these Terms, in addition to all other available remedies, the non-breaching Party may seek injunctive or other equitable relief. Neither Party will be liable to the other Party under any circumstances for any indirect, incidental, consequential, special, exemplary, lost profits, or punitive damages of any kind or nature, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which a claim is based, in connection with these Terms.

12. ASSIGNMENT

Neither Party may assign these Terms, by merger, operation of law, or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign these Terms to a successor in connection with an internal reorganization or to an entity which acquires all or substantially all of its assets or ownership interests, provided that the assignor Party provides prompt written notice to the other Party and that the assignee assumes all of the assignor's obligations under these Terms.

13. DISPUTE RESOLUTION

13.1. **Notice and Consultation.** Each Party agrees it is in its best interest to attempt to resolve disputes amicably to the extent possible. Accordingly, except with respect to matters involving bankruptcy or instances in which a Party is seeking injunctive or equitable relief, before commencing arbitration or any other proceeding against the other Party in connection with these Terms, a Party must first send notice to the other Party and describe its claims in reasonable detail and afford the other Party at least 10 days to attempt to resolve any claims through good faith negotiation and consultation.

13.2. **Arbitration.** Except with respect to matters involving bankruptcy or instances in which a Party is seeking injunctive or equitable relief, any claim or dispute between the Parties relating to these Terms, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which it is based, which is not settled through negotiation and consultation as provided above, will be submitted to binding arbitration before one arbitrator. The arbitration will take place in Lenexa, Kansas. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and in accordance with the substantive law that would be applied in any court of law based on the governing law provision in these Terms. The arbitrator may not, and the Parties will direct the arbitrator not to, (a) award any damages which are excluded by these Terms or in excess of limitations provided in these Terms, or (b) ignore or vary the terms of these Terms. The arbitrator will, and the Parties will direct the arbitrator to, follow applicable principles of law as if in a court of law and issue a reasoned opinion. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration fees will be split equally by the Parties. Any such arbitration award will be final and binding upon the Parties.

14. CHOICE OF LAW AND FORUM

14.1. **Governing Law.** These Terms and all claims relating thereto, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which they are based, will be governed by the laws of the State of Kansas without regard to conflict of laws principles that would require the application of any other law.

14.2. **Jurisdiction.** Without limiting the arbitration agreement set forth above, each Party submits to the jurisdiction of the courts of Johnson County, Kansas and the United States District Court for the District of Kansas in any proceeding related to these Terms that is not arbitrated, and any claims that cannot be arbitrated, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which they are based, may only be brought in such courts.

14.3. **Waiver of Jury Trial.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING RELATING TO THESE TERMS, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH IT IS BASED.

15. MISCELLANEOUS

- 15.1. **Interpretations.** The term "writing" and any derivation thereof includes email. References to prices, values, or monetary amounts refer to United States dollars. Headings are for convenience of reference only and may not be used for interpretation. References to contracts, including the Agreement, and provisions of law mean such contracts and provisions of law as amended, supplemented, or modified. The term "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to" or "including, without limitation." Unless the context otherwise clearly indicates, defined terms will have comparable meanings when used in their plural or singular forms.
- 15.2. **Notices.** Notices under these Terms must be in writing. Notice to a Party will be deemed effective when delivered to the notice email address or mailing address for such Party on the signature page to the Agreement, or such other email address or mailing address that a Party may prescribe by providing a notice that complies with this section to the other Party. Notices sent by mail must be sent by either certified mail, costs prepaid, or by a nationally recognized carrier, costs prepaid, that provides a record of delivery.
- 15.3. **Computing Time Periods.** Unless provided otherwise by Law, when computing time periods under these Terms, the first day of the period will not be counted, and every other day, including Saturdays, Sundays, and Holidays, will be counted. If the last day of the period is a Saturday, Sunday, or Holiday, the period will continue to run until the next day that is not a Saturday, Sunday, or Holiday. The term "**Holiday**" means a day on which the Federal Reserve Bank for the District of Kansas is closed. All references to time of day will be to United States Central Standard Time.
- 15.4. **Entire Agreement.** These Terms set forth the Parties complete and exclusive agreement regarding the subject matter hereof and supersede all prior or contemporaneous agreements regarding the same. These Terms may only be modified or amended in a writing executed by each Party. No failure, delay, or single or partial exercise of any right, power, or privilege by a Party will operate as a waiver of any right, power, or privilege of such Party. All remedies under these Terms are cumulative unless stated otherwise in these Terms.
- 15.5. **Severability.** If any provision of these Terms is held invalid or unenforceable, the other provisions of these Terms will remain in full force and effect. Any provision of these Terms held invalid or unenforceable in part will remain in full force and effect to the extent not held invalid or unenforceable.
- 15.6. **Survival.** Provisions of these Terms which expressly or by their nature are intended to survive the expiration or termination of the Agreement will continue in full force and effect following the expiration or termination of the Agreement, subject to any limitations stated in these Terms.
- 15.7. **Opportunity for Counsel.** Each Party acknowledges it has had an opportunity to consult with an attorney of its choosing before entering into the Agreement. Each Party agrees that no rule of construction should be applied to construe any term of these Terms more strictly against any one Party. Except to the extent stated differently in these Terms, each Party will be responsible for its own attorneys' fees in connection with these Terms and any dispute arising out of or relating to these Terms.

The remainder of this page is intentionally blank.