

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between Affinity7 Consulting LTD, a Limited Liability Company (the "Disclosing Party"), and any individual or entity ("Receiving Party") who is granted access to, views, or receives demonstrations, videos, documentation, or other confidential materials relating to Affinity7 Consulting LTD products or services, including but not limited to prospective or existing customers. The Disclosing Party and the Receiving Party may each be referred to herein as a "Party" or collectively as the "Parties".

1. Confidential Information and Trade Secrets

"Confidential Information" includes all proprietary, technical, business, and financial information, including but not limited to software, code, data, designs, documentation, methodologies, workflows, customer information, and related materials disclosed by the Disclosing Party to the Receiving Party.

For the purposes of this Agreement, "Trade Secrets" are a subset of Confidential Information that derive independent economic value, actual or potential, from not being generally known to or readily ascertainable by others who can obtain economic value from their disclosure or use. Trade Secrets include, but are not limited to:

- Deployment automation processes, including CI/CD pipeline processes and associated workflows.
- Templating, secrets management, zone management, permissions handling, and node management methodologies.
- Proprietary integration methods and orchestration frameworks.
- Any related software, configurations, or documentation facilitating seamless infrastructure deployment and management.

All Confidential Information and Trade Secrets provided under this Agreement are and shall remain the sole property of the Disclosing Party.

2. Obligations of the Receiving Party

The Receiving Party agrees:

- To keep all Confidential Information and Trade Secrets confidential indefinitely and take reasonable measures to prevent unauthorized disclosure.
- Not to disclose or use any Confidential Information or Trade Secrets for any purpose other than as expressly authorized by this Agreement.
- Not to reverse-engineer, decompile, or otherwise analyze the software, code, or workflows to extract Confidential Information or Trade Secrets.
- To ensure that any employees, contractors, consultants, or agents with access to Confidential Information or Trade Secrets are bound by similar confidentiality obligations.
- For the avoidance of doubt, these obligations apply equally to any demonstrations, preview access, videos, or other pre-contractual disclosures provided by the Disclosing Party.

3. Intellectual Property (IP) Rights

The intellectual property rights, including copyrights, for the software, GUI, and associated documentation provided under this Agreement shall remain the exclusive property of the Disclosing Party. The Receiving Party is granted a limited, non-transferable, non-exclusive

license to use these materials solely for the purpose for which they were purchased and in accordance with this Agreement.

Under no circumstances shall the Receiving Party:

- Copy, modify, distribute, or create derivative works of the software or any associated materials without the prior written consent of the Disclosing Party.
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, workflows, or Trade Secrets embodied in the software.
- Use the software or associated intellectual property to create, develop, or assist in the creation of a competing product or service.

3.1 User Interface and Functional Design Restrictions

The Receiving Party agrees that neither they, nor any of their employees, contractors, consultants, affiliates, or any third parties to whom they provide access, shall:

- Analyze, replicate, or otherwise use the graphical user interface (GUI), user experience (UX), visual layout, or functional design of any Affinity7 Consulting LTD product, including **GitOps Manager™**, as a basis for developing or assisting in the development of a competing software product or service.
- Demonstrate, display, or grant access to the GUI or any part of the software to any third party, except as strictly necessary for authorized use under this Agreement.
- Use screenshots, recordings, or derivative representations of the GUI or workflows for competitive analysis, development reference, or promotional purposes without prior written consent from Affinity7 Consulting LTD.

For clarity, the prohibition in this section applies to all forms of access—direct or indirect—whether by employees, contractors, or external partners acting on behalf of the Receiving Party.

4. Trade Secret Protection

The confidentiality obligations regarding Trade Secrets, as defined in Section 1, shall remain in effect indefinitely or until such information becomes publicly available through no fault of the Receiving Party.

5. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement by the Receiving Party.
- Was already lawfully known to the Receiving Party before disclosure by the Disclosing Party.
- Is lawfully received from a third party without restriction on disclosure.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6. Term and Termination

Intellectual property rights granted under this Agreement to the Receiving Party will terminate upon the end of the subscription term, unless terminated earlier in accordance with this Agreement.

The Receiving Party's obligations of confidentiality under this Agreement shall continue for a period of three (3) years from the date of the last disclosure of Confidential Information by the Disclosing Party, except that obligations regarding Trade Secrets shall continue indefinitely for so long as such information remains a Trade Secret.

At the end of the subscription term or at termination at any time by the Disclosing Party's

request, the Receiving Party agrees to return or destroy all copies of Confidential Information, except as required to comply with legal or regulatory obligations.

7. No Warranty

The Confidential Information is provided "as is," and the Disclosing Party makes no representations or warranties, express or implied, including but not limited to fitness for a particular purpose.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law principles.

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

9. Additional Provisions

- **Indemnity:** The Receiving Party agrees to indemnify the Disclosing Party against any loss or damage caused by unauthorized use or disclosure of Confidential Information.
- **Injunctive Relief:** The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate, and agrees that the Disclosing Party shall be entitled to seek injunctive or equitable relief in such circumstances.
- **No Assignment:** The Receiving Party may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Disclosing Party.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or communications, whether written or oral, relating to the same subject matter.
- **Severability:** If any provision is found to be invalid or unenforceable, the remainder of the Agreement will remain in effect.

By entering into an agreement with or viewing confidential materials of Affinity7 Consulting LTD, the customer acknowledges that they have read and agree to the terms of this Non-Disclosure Agreement.

By checking the agreement box or otherwise accepting these terms electronically, the Receiving Party confirms that they are authorized to enter into this Agreement on behalf of their organization.