

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement ("Agreement") is incorporated by reference into the Base Order Form between RainFocus, LLC ("RainFocus") and the client entity identified therein ("Client"). By executing the Order Form, Client agrees to be bound by this Agreement as of the Order Form's effective date. RainFocus and Client are each a "Party" and collectively the "Parties." The Party disclosing information is the "Discloser," and the Party receiving information is the "Recipient." Each Party may act as both Discloser and Recipient.

1. Confidential Information. "Confidential Information" means any non-public information disclosed by or on behalf of a Discloser to Recipient in connection with evaluating or pursuing a business relationship related to event technology services, whether orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes technical data, trade secrets, business plans, product information, financial information, customer data, and software. Confidential Information does not include information that Recipient can demonstrate: (a) was publicly available at disclosure or becomes publicly available through no fault of Recipient; (b) was rightfully known to Recipient prior to disclosure without restriction; (c) was independently developed by Recipient without use of Discloser's Confidential Information; or (d) was rightfully obtained from a third party without confidentiality restrictions.

2. Obligations and Use Restrictions. Recipient agrees to: (a) use Discloser's Confidential Information solely for the business relationship purposes described herein; (b) protect Discloser's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (c) not disclose Discloser's Confidential Information to any third party except to its employees, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement; and (d) immediately notify Discloser upon discovery of any unauthorized use or disclosure and cooperate to remedy such breach. Recipient remains responsible for any breach by its representatives.

3. Compelled Disclosure. If Recipient is required by law or legal process to disclose Confidential Information, Recipient shall, to the extent legally permitted, provide Discloser with prompt written notice so Discloser may seek a protective order. If disclosure is nonetheless required, Recipient shall disclose only that portion legally required and use reasonable efforts to obtain confidential treatment.

4. Term and Return of Information. This Agreement continues until terminated by either Party upon thirty (30) days' written notice. Recipient's confidentiality obligations shall survive termination for three (3) years from disclosure of such Confidential Information; provided that obligations regarding trade secrets shall continue indefinitely. Upon Discloser's request or termination, Recipient shall promptly return or destroy all Confidential Information and certify

such action in writing, except that Recipient may retain copies in automated backup systems or as required by law, provided such information remains subject to this Agreement's obligations.

5. Equitable Relief and IP Protection. Recipient acknowledges that breach may cause irreparable harm for which monetary damages would be inadequate. Accordingly, Discloser shall be entitled to seek equitable relief, including injunction and specific performance, without posting bond, in addition to other available remedies. Nothing herein grants Recipient any rights in Discloser's Confidential Information or any license under any intellectual property right. All Confidential Information remains Discloser's exclusive property. Discloser provides Confidential Information "AS IS" and makes no warranties regarding its accuracy or completeness.

6. General Provisions. This Agreement shall be governed by Utah law without regard to conflict of laws principles. Each Party consents to the exclusive jurisdiction of state and federal courts located in Utah for any dispute arising hereunder. Either Party may assign this Agreement without consent to an affiliate or successor in connection with a merger, acquisition, or sale of all or substantially all assets, provided the assignee agrees in writing to be bound by this Agreement's terms; otherwise, no assignment without prior written consent. This Agreement constitutes the entire agreement regarding its subject matter and may be amended only by written instrument signed by both Parties. Party contact information and notice requirements are as set forth in the applicable Order Form. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.