



Non-Disclosure Agreement

This Agreement is entered into on the date the proposal linking to this agreement is opened, between the recipient (the "Receiving Party") and Mackin Book Company d/b/a Mackin Educational Resources having its Registered Office at 3505 County Rd 42 W Burnsville, MN 55306 USA ("Mackin" and/or "Disclosing Party"). The parties hereby agree as follows:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information and pricing for the limited purpose of allowing the Receiving Party to evaluate its interest in the MackinVision library management system, the MackinVision asset management system, and other related Mackin products or services (collectively "MackinVision"), and if a quote is accepted, for facilitating the onboarding and migration of data in accordance with the following terms and conditions:

1. Definition

For purposes of this Agreement, "Confidential Information" shall mean the information received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure, including pricing information. Information furnished orally, in written form, by electronic means, or by any other means which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information.

2. Protection and Purpose

All "Confidential Information" shall be maintained in confidence by the Receiving Party and shall not be disclosed to any third party except as expressly permitted under this Agreement. It shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" received from the Disclosing Party except:

1. for the evaluation purposes set forth above and
2. if a quote is accepted, for the purposes of facilitating data migration or performing related services as agreed between the Parties.

Disclosure to Third Parties: The Parties acknowledge and agree that Mackin has an established agreement with Softlink America, Inc. ("Softlink"), a third-party provider. As part of these services, Mackin may share Confidential Information, including data supplied by the Customer, with Softlink for the purpose of enabling Softlink to perform

services including, but not limited to, onboarding, data migration, authentication, and other user-related activities on behalf of Mackin. Softlink will not use nor disclose Confidential Information for any purpose other than the operation of the MackinVision system.

3. Restrictions

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

- A. Is known by the Receiving Party at the time of receipt; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure. Non-Disclosure Agreement 2

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

5. Ownership

All tangible information, including products, pricing and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly securely dispose of or return all tangible information, and all copies thereof, related to "Confidential Information".

6. Termination

This Agreement shall be construed in accordance with the laws of the State of Minnesota, United States, without regard to its conflict of laws principles, and shall terminate five (5) years from the effective date of this Agreement.