

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between the entity identified as "Us" in the signature block below ("we," "us," "our") and the entity identified as "You" in the signature block below ("you," "your"), and governs the disclosure and use of confidential information in connection with discussions and negotiations between you and us concerning a potential business relationship relating to Strategy products and services ("Proposed Transaction").

1. **Disclosure of Confidential Information.** Under this Agreement, Confidential Information may be disclosed between the parties. Each party agrees to disclose only information that is required in connection with the Proposed Transaction. "Confidential Information" means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information's nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to our products created by us. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party's lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; or (d) is independently developed by the receiving party.

2. **Obligations.** Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this Agreement), and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.

3. **Term and Termination.** This Agreement is effective as of the latest date on which it has been executed by both you and us and may be terminated by either party at any time upon written notice to the other. Upon termination of this Agreement and except for electronic copies made in the course of normal network backups, the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party's possession or control.

4. **Other Provisions.** This Agreement and the parties' relationship under it shall be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute under this Agreement, the prevailing party shall be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. No proprietary right or license is granted to either party under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement. No warranties of any kind are made with respect to the Confidential Information. If we enter into a definitive commercial agreement with you containing confidentiality terms, that agreement replaces and supersedes the terms of this Agreement. The failure of either you or us to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original, but which together constitute one contract or document. Signed digitized copies of this Agreement shall legally bind the parties to the same extent as original documents. Any provision of this Agreement that would reasonably be expected to survive shall survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement.

ACCEPTED AND AGREED TO BY:

Us:

Signature: _____

Name: _____

Title: _____

Date: _____

You: _____

Signature: _____

Name: _____

Title: _____

Date: _____