NON-DISCLOSURE AGREEMENT

InventoryOS Demo NDA · Version 2026-10-30 · Accepted electronically, no signature required

PREAMBLE

THIS AGREEMENT is made and becomes effective on the date it is accepted electronically as described in Section 8 (the "Effective Date"), by and between:

InventoryOS, LLC, a Pennsylvania limited liability company, having a registered address of 1806 Skiles Blvd., West Chester, PA 19382-7352, hereinafter referred to as "Vendor";

and

the company or other organization named in the InventoryOS demo request form at the time this Agreement is accepted, hereinafter referred to as "Company".

BACKGROUND

Company wishes to evaluate Vendor's proprietary inventory management platform (the "Platform"), including through a demonstration account and related discussions, in order to decide whether to enter into a business relationship with Vendor, which may include purchasing, using, or reselling the Platform. In connection with that evaluation, it is anticipated that each party (and/or its advisors and representatives) may disclose to the other certain confidential and proprietary information, including information about the Platform and Vendor's business, and information about Company's business, systems, and clients. By this Agreement, the parties seek the commitment of each party to protect the confidentiality of their discussions and of the proprietary information and materials that may be disclosed incident to such discussions and evaluation.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. DUTY OF NON-DISCLOSURE

a. No Disclosure of Confidential Information. With respect to any Confidential Information (as defined below) received by one party (the "Receiving Party") from the other party (the "Disclosing Party"), each party hereby covenants and agrees to protect and keep confidential all such Confidential Information and to maintain the secrecy of all such Confidential Information and materials in the same manner as it protects its own proprietary information, but in no event shall such Receiving Party exercise less than a reasonable degree of care to prevent unauthorized use or disclosure of Confidential Information. Each party further agrees that Confidential Information and materials will be disclosed only to those employees and designated representatives who have a

need to know for the purposes for which the Confidential Information is to be disclosed, and such employees and representatives will be directed and required by such party to maintain the secrecy of such Confidential Information at all times after receipt.

b. Definition of Receiving Party and Disclosing Party. For purposes of this Agreement, both the Receiving Party and Disclosing Party include the entities identified as both Vendor and Company and include all of their respective shareholders, members, officers, agents, and employees.

c. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall include (but shall not be limited to) the following types of information and data, whether in written, printed, verbal, or electronic format: (i) the fact that the parties have discussed and considered the possibility of Vendor and Company entering into a business relationship; (ii) the particular technology, processes, and knowledge, skill, and know-how developed or used in the engineering, design, or production of products or product applications; (iii) all proprietary software programs, data, information, designs, diagrams, specifications, drawings, application technology and know-how, and similar information of a strategic value (whether or not patented or patentable) relating to the development, use, production, and marketing of products or services; (iv) all lists, data and databases, software programs, and other information identifying or describing customers or customer bases or relating to marketing materials, procedures, programs, processes, or strategies for marketing products or services; (v) all lists, data and databases, software programs, and other information identifying or describing costs, pricing formulas, and calculations for the pricing of products and services; (vi) corporate books, records, and information relating to a party's corporate structure and/or ownership; (vii) financial statements and reports, balance sheets, income statements, and similar financial data and information; and (viii) the features, design, user interface, workflows, product roadmap, and non-public pricing of the Platform, including anything viewed or accessed through a demonstration account.

d. Exceptions to Non-Disclosure. A Receiving Party's duty of non-disclosure under this Agreement shall not apply to any information which:

1. is in the public domain, in integrated form, at the time of disclosure; or
2. becomes part of the public domain after disclosure through no violation of this Agreement; or
3. comes within the Receiving Party's possession after disclosure through receipt from a third party through no violation of this Agreement; or
4. is in the Receiving Party's possession, in integrated form, prior to the time of disclosure by the Disclosing Party; provided, however, that the Receiving Party shall provide evidence of such prior possession; or
5. is required to be disclosed through legally enforceable order of a court or other governmental agency having jurisdiction over the Receiving Party; or
6. is disclosed by the Receiving Party with the prior written permission of an authorized officer of the Disclosing Party.

e. Return of Confidential Information. Each party agrees and understands that all Confidential Information and all materials furnished by a Disclosing Party shall remain the exclusive property of such Disclosing Party and shall be returned or otherwise disposed of as requested by such Disclosing Party upon the earlier occurrence of any one of the following events: (i) the termination of this Agreement; (ii) the termination of any other contract, agreement, or understanding which may be entered into between the parties at a future date; or (iii) in the event that no business relationship is entered into, the end of discussions between the parties.

2. EXCLUSIVE PATENT, TRADEMARK, AND COPYRIGHT PROPERTY RIGHTS

Each party acknowledges that nothing in this Agreement or in any subsequent relations between the parties confers any patent rights, licenses, copyrights, trademark rights or licenses, or any other intellectual property rights or licenses with respect to the use of any Confidential Information or materials disclosed by a Disclosing Party.

3. TERM

This Agreement shall commence on the earlier to occur of the Effective Date or the date when Confidential Information is first disclosed and shall continue for a period of three (3) years thereafter, unless earlier terminated by written agreement of the parties, or unless superseded by a more definitive contractual agreement entered into between the parties.

4. TERMINATION

In the event that either party desires to terminate this Agreement prior to the expiration date, such party shall deliver written notice of termination to the other party as provided in Section 9. In the event of termination, such termination shall apply only to disclosures of Confidential Information made after the effective date of termination, and the non-disclosure obligations contained in Section 1 above shall nevertheless continue for a period of three (3) years after the date of delivery of such termination notice.

5. RETURN OF CONFIDENTIAL INFORMATION

At the expiration or earlier termination of this Agreement, each Receiving Party shall return to the Disclosing Party all originals and copies of Confidential Information or materials in the possession of such Receiving Party, its agents, contractors, and employees. In lieu of such return, a Disclosing Party may authorize a Receiving Party to destroy all such Confidential Information and materials, and in such case the Receiving Party agrees to provide to the Disclosing Party written confirmation of such destruction, which shall be certified by an authorized officer of the Receiving Party.

6. ENFORCEMENT

a. Right to Equitable Relief. Each party acknowledges that any violation by a Receiving Party of the provisions and restrictions contained in this Agreement will result in irreparable injury to the business of the Disclosing Party. The parties agree that in the event of any such violation, the injured party shall be entitled to seek preliminary and permanent injunctive relief, without the necessity of proving actual damages. Such right to seek equitable relief shall be cumulative and in addition to any other rights or remedies (at law or in equity) to which the injured party may otherwise be entitled.

b. Venue and Jurisdiction. The parties agree that in the event that court interpretation or enforcement of this Agreement becomes necessary, an action for legal or equitable relief may be commenced in the Court of Common Pleas of York County, Pennsylvania. The parties hereby waive, to the fullest extent permitted by law, any objection that either party may now or hereafter have to such jurisdiction or to the laying of the venue of any such suit, action, or proceeding, including any claim that such suit, action, or proceeding has been brought in an inconvenient forum.

c. Costs and Expenses of Enforcement. In the event that a party is required to incur costs and expenses to enforce the obligations and restrictions contained in this Agreement through legal action or otherwise, then the prevailing party in such enforcement action shall be entitled to recover from the non-prevailing party, in addition to any other relief which may be awarded, all costs and expenses incurred by such prevailing party (including without limitation litigation costs and reasonable attorney's fees).

7. CONSTRUCTION AND INTERPRETATION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA. In the event any word, phrase, clause, sentence, or other provision of this Agreement shall violate any applicable statute or rule of law in any particular circumstance or governing jurisdiction, such provision shall be ineffective to the extent of such violation, without in any way invalidating or affecting the enforceability of such provision in any other jurisdiction or circumstance or of any other provision of this Agreement. In such event the parties agree to amend any such provision of this Agreement to reflect as nearly as possible the intent of the parties consistent with such judicial interpretation. It is the intent of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. ELECTRONIC ACCEPTANCE

This Agreement is accepted electronically and does not require a handwritten or electronic signature. By checking the box indicating agreement to this Agreement on the InventoryOS demo request form and submitting that form, the individual submitting the form (i) agrees to this Agreement on behalf of the Company named in the form, (ii) represents that he or she has read this Agreement and is authorized to accept it on behalf of that Company, and (iii) agrees that this electronic acceptance has the same legal effect as a signed

written agreement. Vendor keeps a record of each acceptance, including the name, email address, and company provided, the date and time of acceptance, the version of this Agreement accepted, and the IP address used.

9. NOTICES

Notices to Vendor shall be delivered in writing to the address set forth in the Preamble. Notices to Company may be delivered to the email address provided in the demo request form when this Agreement was accepted.

This is version 2026-10-30 of the InventoryOS Demo Non-Disclosure Agreement. It is accepted with a checkbox on the live demo request form, and no signature is required. The current version is always available at inventory-os.com/nda.