



**Bridging the gap between classrooms and careers**

## **CUSTOMER PROGRAM FEEDBACK AND NON-DISCLOSURE AGREEMENT**

BY ACCEPTING THIS NON-DISCLOSURE AGREEMENT ("**THE AGREEMENT**"), EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.

This agreement is between the entity or individual entering into this Agreement ("**You**" or "**Your**") and Student-Led Innovations, LLC. dba Career Bridge, a Texas company ("**Career Bridge**"), of P.O. Box 149, Pharr, TX 78577. A copy of this Agreement is posted at <http://www.career-bridge.com/non-disclosure-agreement>, where it can be saved and/or printed. It is effective between You and Career Bridge as of the date of your acceptance of this agreement.

This Agreement was last updated on September 15, 2022.

1. **SCOPE.** Career Bridge has established a number of programs (collectively, "**Customer Programs**") in order to receive suggestions, enhancement requests, recommendations or other feedback relevant to the functionality, performance, features, and operation of Career Bridge's products and services (together, "**Suggestions**") to help guide Career Bridge with future developments. Career Bridge and Customer (each a "**Party**" and together the "**Parties**") desire to disclose certain confidential information in connection with Customer Programs. For purposes of this Agreement, "**Participants**" means Career Bridge, Customer, and other participants in the Customer Programs. As to any particular Proprietary Information (as defined below), the "**Disclosure**" is the person or entity disclosing the Proprietary Information (including Customer, Career Bridge, or a participant) and the "**Recipient**" is the person or entity receiving the Proprietary Information.

2. **PROPRIETARY INFORMATION.** "**Proprietary Information**" means any confidential, proprietary or trade secret information concerning the Discloser's product roadmaps; technology; services; users; business practices, processes or policies; information relating to research and development, know-how, methodologies, ideas, concepts, and inventions; specifications; software (source and object code) and software features; Career Bridge product vulnerabilities; market analyses; research strategies; suppliers; and projections and forecasts ("**Information**"); except to the extent to which Recipient can establish by legally-sufficient evidence the Discloser's Proprietary Information: (a) was rightfully in Recipient's possession without obligation of confidentiality before receipt from Discloser;(b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of any duty of confidentiality; (d) is or was independently developed by or for Recipient without use or reference to the Discloser's Proprietary Information; or (e) per written notification from the Discloser is no longer deemed to be confidential.

Subject to the foregoing exceptions, "**Proprietary Information**" also includes, Information belonging to third parties that Discloser has a right to disclose, provided that Recipient obligates itself to treat such third-party Information as confidential under these terms and conditions. Nothing disclosed under this Agreement is considered Proprietary Information unless (a) it is received in a tangible form and is marked "confidential" or "proprietary"; (b) is received in intangible form, including in oral form, and is identified as "confidential" or "proprietary" during the session at which it is disclosed; or (c) it is something by either the substance of which or the circumstances surrounding its disclosure would lead a reasonable person to believe it is confidential or proprietary.

3. **RESTRICTIONS ON USE AND NON-DISCLOSURE OF PROPRIETARY INFORMATION.** Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient may not: (a) directly or indirectly disclose, provide a copy of, or transfer Discloser's Proprietary Information to any person or entity other than Recipient's employees who (i) have a need to know the Discloser's Proprietary Information in connection with the Customer Program, (ii) have been advised regarding the Discloser's Proprietary Information's confidential status, and (iii) are subject to legally-binding obligations of confidentiality no less restrictive than those contained in this Agreement regarding the Discloser's Proprietary Information; (b) other than as expressly stated in this Agreement, use the Discloser's Proprietary Information for any purpose other than the one for which Discloser

shared such Proprietary Information; or (c) if Proprietary Information consists of computer software disclosed in object code form, reverse engineer, reverse compile, disassemble, or take any other steps to derive a source code equivalent of such object code, or permit any other party to do the same. Recipient is at all times fully responsible to Discloser for the compliance by its employees with the terms and conditions of this Agreement.

4. **STANDARD OF CARE.** Recipient shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination, or copying of the Discloser's Proprietary Information as Recipient uses to protect its own confidential, proprietary or trade secret information of a like nature.

5. **OWNERSHIP; SUGGESTIONS.** Other than as stated in this Section 5, Recipient may not assert any claim of title or ownership to the Discloser's Proprietary Information or any portion thereof. Further, Customer hereby grants Career Bridge has a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any Suggestions into any Career Bridge products or services.

6. **DISCLOSURES REQUIRED BY LAW.** In the event Recipient becomes legally compelled to disclose the Discloser's Proprietary Information, Recipient shall provide Discloser with prompt prior written notice of such requirement so that Discloser may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms of this Agreement, Recipient agrees to furnish only that portion of the Discloser's Proprietary Information that Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such portion.

7. **CONFIDENTIALITY PERIOD.** Recipient's obligations under Sections 2 through 4 of this Agreement expire on the earlier of three years after (a) the dissolution by Career Bridge of the Customer Program in which Customer participate; (b) the end of Customer's participation to a Customer Program, as evidenced by Customer providing written notice to Career Bridge; or (c) the Parties' entry into a separate, subsequent agreement that contains confidentiality and non-disclosure provisions which supersede this Agreement as to the Discloser's Proprietary Information; however, Recipient's obligations with respect to the Discloser's Proprietary Information made up of software or other computer technology, whether in source or object code form, never expire.

8. **NO LIABILITY.** Discloser makes no representations or warranties, express or implied, as to the quality, accuracy, or completeness of Discloser's Proprietary Information disclosed hereunder, and neither Discloser nor its representatives have any liability whatsoever with respect to the use of or reliance upon the Discloser's Proprietary Information by Recipient.

9. **DISPOSAL OF PROPRIETARY INFORMATION.** Recipient agrees to destroy or return to Discloser all copies of Discloser's Proprietary Information promptly upon the earlier of (a) Discloser's request at any time or (b) expiration of the applicable confidentiality period established in Section 7 of this Agreement.

10 **REMEDIES.** The Parties acknowledge and agree that a breach of this Agreement by either Party may cause irreparable injury to the other's business as a result of any such violation, for which the remedies at law may be inadequate, and that Discloser is therefore entitled to seek, in addition to any other remedies available to it, a temporary restraining order and injunctive relief against Recipient.

11. **FUTURE RELEASES.** All of the future product plans and releases described in connection with the Customer Programs relate to Career Bridge's current product development considerations, which are at the sole discretion of Career Bridge and are subject to change and/or cancellation at any time. Career Bridge cannot and does not provide any assurance as to whether these plans will result in any future releases of the nature described. These future product plans should not be viewed as commitments on Career Bridge's part and thus should not be relied upon in customer purchase decisions.

12. **MISCELLANEOUS.** The parties acknowledge they have read this Agreement and agree that it is the complete and exclusive statement of the agreement and supersedes any prior or contemporaneous negotiations or agreements between the parties relating to the subject matter of this Agreement. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. No failure, delay, single or partial exercise of any right under this Agreement by either Party is a waiver of such right. This Agreement may be modified or waived only by a separate writing by the Parties expressly so modifying or waiving any provision of this Agreement. Neither the provision of Proprietary Information pursuant to this Agreement nor the execution of this Agreement binds or obligates either Party to a proposed business relationship, nor is either Party bound or obligated to any such relationship with the other Party until the Parties execute a binding written agreement specifically describing such relationship. If any provision of this

Agreement is held to be illegal, invalid or unenforceable, the remaining provisions are legal, valid and enforceable. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. Either Party may terminate this Agreement at any time by giving 30 days written notice to the other Party of such termination in which event Customer's membership to and participation in the Customer Programs shall also terminate. Customer may not assign or transfer this Agreement without Career Bridge's prior written consent. Any additional documents presented to a Career Bridge representative by Customer for signature as a condition for going on a Customer's site will be governed by this Agreement and to the extent that such document presents additional terms or conflicts with this Agreement, it shall be considered null and void. The parties have agreed that this Agreement and the documents related thereto be drawn up in the English language.

13. **GOVERNING LAW AND DISPUTE RESOLUTION.** Any controversy, dispute or claim arising out of or relating to this Agreement, or to the formation, interpretation, breach, termination, or validity thereof (each, a "**Controversy**") will be resolved as follows:

a. **The Americas.** If both parties to this Agreement are entities organized under the law of any jurisdiction in the Americas, the Controversy shall be tried in either state or federal court located in Pharr, Texas and the laws of the State of Texas shall govern. Both parties hereby submit to the exclusive jurisdiction of the courts in Pharr, Texas and waive all defenses based on forum non conveniens.