



SDS Experts 2020 Channel Conference

9 July 2020

Moving forward with DataCore

TERMS AND CONDITIONS:

OVERVIEW:

The following Terms and Conditions are between registrants and attendees of the above-referenced virtual conference (“you”, “your”) and host DataCore Software Corporation (“DataCore”). You understand that by accepting these Terms and Conditions, or otherwise attending the virtual conference, you are legally bound by them.

INTENDED ATTENDEES:

This virtual conference is intended for DataCore Channel Partners interested in Software-defined Storage only. It is not open to end user customers, competitors, uninvited vendors or other uninvited participants, who are strictly prohibited from attending and their conference registration will be revoked.

OPT-IN CONTACT ARRANGEMENTS:

Under GDPR guidelines, by registering for this virtual conference, you give your consent for DataCore and its eco-alliance partners or distributors at the conference, permission to contact you via email or phone with relevant information that you may find of interest before, during and after the event. If you do not wish to be contacted, you must notify DataCore in writing with your request to be removed from the contact list.

PRIZES:

DataCore prizes, which may be awarded on the conference day on a best efforts basis, will be dispatched as soon as reasonably possible and you will be contacted via email for the most appropriate delivery channel. Prizes are not interchangeable and it remains your responsibility to declare financial gains of prizes when required to do so by your appropriate authority. DataCore shall not be liable for prize functionality or warranty.

Any conference partner prizes awarded on the conference day on a best efforts basis, will be dispatched directly from the relevant conference partner. Such conference partner prizes are independent of DataCore and DataCore shall not be obligated or liable for such prize award, delivery, function or warranty.

NOTICE:

Prize competitions and/or awards may be invalid in certain countries or entities (“Restricted Prizes”) and neither DataCore nor any conference partner shall be obligated or liable for the award or delivery of such Restricted Prizes.

NON-DISCLOSURE OF INFORMATION:

All conference attendees are bound by DataCore’s Non-Disclosure Agreement (“NDA”) terms as summarized below.

You and DataCore are engaged in a discussion involving business opportunity around DataCore products, services and technology, (the “Business Purpose”). In connection with such discussions, you recognize that there is a need for the DataCore to disclose to you certain confidential information of DataCore to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by DataCore, you hereby agree with DataCore as follows:

1. For purposes of this NDA, “Confidential Information” means any technical or business information that: (i) is disclosed in writing by DataCore to you and is marked “confidential” or “proprietary” at the time of such disclosure; (ii) is disclosed orally by DataCore to you, is identified as “confidential” or “proprietary” at the time of such disclosure; or (iii) that you reasonably know under the circumstances should be treated as confidential or proprietary. Without limiting the foregoing, “Confidential Information” includes all DataCore business, financial, customer, pricing, product, roadmap and technical information provided to you or to which you are provided access.
2. **Confidential Information will not include any information that:**
 - (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of you;
 - (ii) was known by you prior to receiving such information from DataCore and without restriction as to use or disclosure;
 - (iii) is rightfully acquired by you from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
 - (iv) is independently developed by you without access to any Confidential Information.

3. You agree (i) to hold DataCore's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any such Confidential Information for any purpose except for the Business Purpose. You may disclose DataCore's Confidential Information to your employees who have a bona fide need to know such Confidential Information for the Business Purpose, but solely to the extent necessary to pursue the Business Purpose, and for no other purpose; provided that each such employees first execute a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of DataCore's Confidential Information as those set forth in this NDA. The provisions of this Section 3 will not restrict you from disclosing DataCore's Confidential Information to the extent required by any law or regulation; provided that you use reasonable efforts to give DataCore reasonable advance notice of such required disclosure in order to enable DataCore to prevent or limit such disclosure.
4. Upon DataCore's request, you will promptly return to DataCore all tangible items or embodiments containing or consisting of DataCore's Confidential Information and all copies thereof (including electronic copies).
5. All Confidential Information remains the sole and exclusive property of DataCore. You acknowledges and agree that nothing in this NDA will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual or proprietary rights of DataCore, except as specified in this NDA.
6. **ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".**
7. You acknowledge that the unauthorized use or disclosure of any of DataCore's Confidential Information would cause DataCore to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, you acknowledges that DataCore will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, without having to post a bond or other consideration, in addition to any rights or remedies that it may have at law or otherwise.
8. This NDA will be construed, interpreted, and applied in accordance with the laws of the State of Florida (excluding its body of law controlling conflicts of law). This NDA is the complete and exclusive statement regarding the subject matter of this NDA and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. You may not assign this NDA, in whole or in part, without DataCore's prior written consent, and any attempted assignment without such consent will be void. . This NDA seeks to comply with requirements of the General Data Protection Regulation ("GDPR") as agreed upon by the European Parliament and Council. The parties in good faith shall resolve any identified compliance concerns with GDPR.
9. This NDA will commence on the date accepted by you or July 9, 2020, whichever is earlier, and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by DataCore.