

**CONFIDENTIAL EXPERIMENTAL USE NONDISCLOSURE AND
SECURITY AGREEMENT**

**PLEASE READ THIS AGREEMENT BEFORE USING THE PRODUCT.
BY USING THE PRODUCT, YOU AGREE TO ALL THE TERMS OF THIS
AGREEMENT.**

1. **Experimental Use.** Recipient (hereinafter “You”) agree that by using the accompanying product (the “Product”), You will use the Product subject to the terms and conditions of this Agreement and will test and evaluate the Product, and report to Goodway Technologies Incorporated (“Goodway”) with respect to improving the utility and functionality of the Product (the “Experimental Use”). For access to a larger font copy of this Agreement go to < <https://www.goodway.com> > and click on “Legal”.

2. **Non-Disclosure.** You acknowledge and agree that the Product and materials enclosed herewith contain valuable confidential and proprietary information belonging to Goodway (the “Confidential Information”). Such Confidential Information includes, without limitation, the Product, information (written or otherwise disclosed) concerning the Product, any related trademark(s) and trade name(s), user manuals, instructions, processes, concepts, designs, models, drawings, specifications and renderings, formulas, data, software, schematics, source code, and trade secrets or other know-how, as well as any and all Improvements (as hereinafter defined in Paragraph 3 below), thereto resulting from Your performance pursuant to this Agreement. You agree to ensure that use of the Product and Confidential Information is for testing purposes only and will not be disclosed to third parties without Goodway’s prior written consent. Further, You will not disclose that You are evaluating or testing, have evaluated or tested, or the results of such testing of the Product to any third party without Goodway’s prior written consent. You further agree to limit access to the Confidential Information to only those of Your employees, affiliates, consultants, advisors or attorneys (“Representatives”) having a need to know and who are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. You will be liable for any breach of this Agreement by Your Representatives. In addition, You agree to treat any communications and reports prepared under this Agreement as Confidential Information and will not divulge the existence or content of such communications or reports to any third party without Goodway’s prior written consent. You agree to maintain the confidentiality of all Confidential Information with at least the same degree of care that You would use to protect Your own confidential and/or proprietary information. This agreement shall impose no obligation of confidentiality upon You with respect to any portion of the Confidential Information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to You by Goodway; (ii) becomes publicly known and made generally available after disclosure to You by Goodway through Your action or inaction; or (iii) is in Your possession, without confidentiality restrictions, at the time of disclosure by Goodway as shown by Your files and records immediately prior to the time of disclosure.

3. **Ownership and Improvements.** You acknowledge and agree that the Product contains and relies upon inventions, original works, and novel concepts developed or acquired by Goodway and that all right, title and interest therein, as well as to any Improvements thereto, shall remain vested solely in Goodway. Any creations, developments, derivatives,

or inventions created or developed by You because of the access granted to the Product through this Agreement (“Improvements”) shall be the sole and exclusive property of Goodway and You agree to execute any and all documents reasonably required by Goodway to confirm its ownership of all rights, title, and interests in and to any such Improvements.

4. **Non-Use.** You agree not to use or share any Confidential Information for any purpose except to test and evaluate the Product as provided herein. You also agree that You shall not duplicate, translate, modify, copy, printout, disassemble, decompile, reverse engineer, or otherwise tamper with the Product or any hardware or software provided herewith.
5. **Irreparable Harm.** You agree and acknowledge that any breach of this Agreement will result in severe damage to Goodway, its sales and ability to fairly compete in the marketplace and jeopardize Goodway’s intellectual property rights in or to the Product and any or all of Goodway’s Confidential Information and any Improvements thereto, as well as any goodwill appurtenant to or associated with. You agree that in the event of a breach or threatened breach of any of the provisions of this Agreement by You, whether acting alone or in concert with others, Goodway cannot reasonably or adequately be compensated in damages in any action of law and thus Goodway shall be entitled to injunctive relief restricting You from violating or further threatening to violate any of Your obligations under this Agreement, in whole or in part, without proving irreparable harm or posting a bond. Nothing herein shall be construed as prohibiting Goodway from pursuing other remedies available to Goodway from such breach or threatened breach, including the recovery of damages from You, as well as applicable attorneys’ fees and costs.
6. **License.** Subject to the terms and conditions set forth herein, Goodway grants and by using the Product You agree and accept a limited, non-exclusive, non-transferable, revocable license to use the Product for the purposes of testing and evaluation (the “License”). You acknowledge and agree that the License entitles You to access, use, and operate the Product solely for the purpose of performing Your obligations under this Agreement and that nothing contained in this Agreement shall be construed as granting any ownership rights to the Product, the Confidential Information, or to any other invention or any patent, copyright, trademark, or other intellectual property right(s) in or to the Product or any Improvements resulting therefrom.
7. **Feedback.** You agree to use and test the Product solely as directed by Goodway and to promptly notify Goodway of all functional flaws, manufacturing defects, design imperfections and/or problems discovered in connection with Your use of the Product (“Feedback”). You acknowledge and understand that prompt and accurate reporting of the Experimental Use of the Product (i.e., provision of Feedback), is material to Your performance pursuant to this Agreement and that the License to engage in Experimental Use is contingent upon Your using best efforts to provide Product design, function, and operation Feedback, whether such Feedback is positive or negative. You further acknowledge and agree that any Feedback, ideas, suggestions, Improvements, modifications, changes, and the like arising from or in connection with Your Experimental Use of the Product shall be the exclusive property of Goodway and that Goodway may use

the Feedback for any purposes whatsoever without any obligation to You. You agree to and hereby do assign, all right, title, and interest worldwide in and to the Feedback.

8. **Warranties.** THE PRODUCT AND ANY DOCUMENTATION AND/OR MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND GOODWAY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THRID PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY GOODWAY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY.
9. **Limitation of Liability.** THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT REMAINS WITH YOU. IN NO EVENT SHALL GOODWAY BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF USE, LOST PROFIT, COST OF COVER, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
10. **Indemnification.** You shall defend, indemnify, and hold harmless Goodway, including its principals, employees, agents, members, officers, and managers from and against any and all actual or threatened suits, actions, proceedings (in law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) caused by, arising out of or resulting from or in connection with (i) Your use of the Product or (ii) by Your breach of this Agreement.
11. **Miscellaneous.** This Agreement contains the entire agreement between the Parties and fully supersedes all prior or contemporaneous agreements and understandings pertaining to the subject matter hereof. You represent and acknowledge that by using this Product You hereby accept this Agreement and have not relied upon any representation or statement not set forth herein regarding the subject matter herein. You shall not assign any rights or delegate any obligations under this Agreement, by operation of law or otherwise, without Goodway’s prior written consent. If any provision of this Agreement is held by a Court of competent Jurisdiction to be void, invalid, or unenforceable, such provision will be construed to be enforceable to the maximum extent permissible by law, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without resort to its conflict of law provisions. The state and federal courts located in Connecticut will have exclusive jurisdiction over any suit in connection with the Product or this

Agreement, and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.