

**DRAFT SAMPLE — NOT FOR SIGNATURE.** This PDF is an illustrative copy of our Mutual Non-Disclosure Agreement for review only. Customers countersign the full platform agreement pack (which incorporates this NDA) in Settings Platform Agreement.

# Mutual Non-Disclosure Agreement

Last updated: July 29, 2026

## 1. Introduction and Parties

This Mutual Non-Disclosure Agreement ("NDA") is entered into between Softserve Software LLC, a Florida limited liability company doing business as Car Storage Software (carstoragesoftware.com) ("Provider," "we," "us") and the storage facility or other business customer ("Customer," "you") that subscribes to or evaluates our car storage facility management software (the "Service") under our Terms of Service (the "Agreement"). Each of Provider and Customer is a "Party" and together the "Parties."

The Parties may disclose Confidential Information (as defined below) to each other in connection with evaluating, negotiating, implementing, or using the Service. This NDA is mutual: each Party may be a disclosing party or a receiving party with respect to particular Confidential Information.

This NDA is incorporated into the Agreement by reference and applies automatically to all customers. Team staff can download or sign the full platform agreement pack in Settings Platform Agreement. For other requirements, email matt@carstoragesoftware.com.

## 2. Definition of Confidential Information

"Confidential Information" means non-public information that a Party discloses (whether orally, in writing, electronically, or by other means) in connection with the Service or the Parties' business relationship, and that is either marked or identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- business plans, pricing, product roadmaps, security documentation, vendor lists, and commercial terms;
- technical information, software, APIs, architecture, source code, configurations, and know-how relating to the Service;
- Customer's facility operations data, customer lists, financial information, and other non-public business information Customer shares with Provider outside ordinary Service use governed by the Data Processing Agreement and Privacy Policy;
- the existence and terms of discussions between the Parties regarding the Service, except as otherwise permitted under the Agreement.

Personal data processed through the Service is governed by the Data Processing Agreement and Privacy Policy; those documents control over this NDA to the extent of any conflict regarding personal data.

## 3. Exclusions

Confidential Information does not include information that the receiving Party can demonstrate:

- was or becomes publicly available through no fault of the receiving Party;
- was rightfully in the receiving Party's possession before disclosure without a confidentiality obligation;
- is rightfully received from a third party without a confidentiality obligation and without breach of this NDA;
- is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or
- is approved for release in writing by the disclosing Party.

## **4. Obligations**

Each receiving Party will:

- use the disclosing Party's Confidential Information solely to evaluate, negotiate, implement, or perform under the Agreement and related Service activities;
- protect Confidential Information using at least the same degree of care it uses for its own similar information, and in no event less than reasonable care;
- limit access to Confidential Information to employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations no less protective than this NDA; and
- not disclose Confidential Information to any third party except as permitted by this NDA or with the disclosing Party's prior written consent.

## **5. Permitted Disclosures**

A receiving Party may disclose Confidential Information if required by law, regulation, subpoena, or court order, provided that (to the extent legally permitted) it gives the disclosing Party prompt notice so the disclosing Party may seek a protective order or other remedy, and discloses only the portion legally required.

Provider may disclose Confidential Information to sub-processors and service providers as needed to operate the Service, subject to confidentiality obligations consistent with this NDA and the Data Processing Agreement where personal data is involved. Our current sub-processors are listed on our Subprocessor List.

## **6. Return or Destruction**

Upon the disclosing Party's written request, or upon termination of the Agreement, the receiving Party will promptly return or securely destroy Confidential Information in its possession or control, except that the receiving Party may retain copies required by law, regulation, or bona fide backup or archival systems, which remain subject to this NDA until destroyed. Certification of destruction will be provided upon reasonable request.

## **7. Term**

This NDA is effective as of the date Customer first accesses the Service under an account (or earlier, if the Parties exchange Confidential Information in connection with evaluating the Service) and continues for the term of the Agreement. Confidentiality obligations survive for three (3) years after termination of the Agreement, except that trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

## **8. Residuals and No License**

Nothing in this NDA grants either Party any license, title, or interest in the other Party's intellectual property, except the limited right to use Confidential Information as expressly permitted herein. Either Party may use Residuals for any purpose. "Residuals" means information in non-tangible form retained in the unaided memory of persons who have had access to Confidential Information, excluding intentionally memorized Confidential Information and excluding source code, customer lists, and pricing of the other Party.

## **9. Remedies**

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The disclosing Party is entitled to seek injunctive or other equitable relief without posting bond, in addition to any other remedies available at law or in equity. Each Party's liability under this NDA is otherwise subject to the limitations of liability in the Agreement.

## **10. General**

- This NDA is governed by the laws of the State of Florida, without regard to conflict-of-law principles, and subject to the dispute resolution provisions of the Agreement.
- If there is a conflict between this NDA and the Agreement regarding confidentiality of non-personal business information, this NDA controls; regarding personal data, the Data Processing Agreement controls.
- We may update this NDA to reflect changes in law or the Service; material changes will be notified as described in the Agreement.
- This NDA, together with the Agreement and incorporated documents, constitutes the entire agreement between the Parties with respect to Confidential Information and supersedes prior NDAs between the Parties covering the same subject matter, unless a separately executed NDA expressly states otherwise.

## **Contact**

Questions about this NDA or requests for a countersigned copy:

### **Softserve Software LLC**

d/b/a Car Storage Software (carstoragesoftware.com)

Email: matt@carstoragesoftware.com

Address: 3343 Port Royale Dr S, Fort Lauderdale, FL 33308