

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of August XX, 2025 (the “**Effective Date**”), by and between The Regents of the University of California, a public corporation, [acting solely through and on behalf of UC Davis Health (“**UC**”), and _____ (the “**Company**”). Each of UC and the Company are referred to individually herein as a “**Party**” and together as the “**Parties**”.

1. **Purpose.** The Parties wish to explore a business opportunity of mutual interest with respect to Request for Proposal # 08042025 for Cloud Enterprise Resource Planning (ERP) System (the “**Purpose**”), and in connection with the Purpose, each Party may disclose (“**Discloser**”) to the other Party (“**Recipient**”) confidential business and other information (which may include trade secrets) that Discloser desires Recipient to treat as confidential and not use for any purpose other than as expressly set forth herein.

2. “**Confidential Information**” means (a) any information (including discussions and negotiations, and including confidential or proprietary information of a third party that is in the possession of Discloser) disclosed by Discloser to Recipient, including either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs, documents, prototypes, samples, methods, practices, samples, sketches, models, drawings, engineering information, financial analysis, investment information and data, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets, plant and equipment, data, text, pictures, audio, video, logos, copy, or any other information which is designated as “confidential,” “proprietary” or some similar designation, [or any information that a person would reasonably infer is confidential or proprietary, [and] (b) any information otherwise obtained, directly or indirectly, by Recipient through inspection, review or analysis of Confidential Information. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser in the absence of any improper or unlawful action by Recipient or any of its affiliates, and its and their officers, directors, employees or advisors who are required to have the information in order to evaluate or engage in discussions concerning the Purpose (collectively, “**Representatives**”); (ii) becomes publicly known and made generally available after disclosure by Discloser to Recipient or any of its Representatives in the absence of any improper or unlawful action by Recipient or any of its Representatives; (iii) is already in the possession of Recipient or any of its Representatives without confidentiality restrictions at the time of disclosure by Discloser; (iv) is obtained by Recipient or its Representative from a third party lawfully in possession of such information and without (A) a breach of such third party’s obligations of confidentiality or (B) Recipient or any of its Representatives procuring or requesting that such third party obtain such information through a the California Public Records Act (Cal. Govt. Code §7920 et. seq. (the “**CPRA**”)) request; or (v) is independently developed by or on behalf of Recipient or any of its Representatives without use of or reference to Discloser’s Confidential Information. Confidential Information is not available to the public or in Recipient’s or any of its Representatives’ possession merely because it may be embraced by a more general disclosure or derived from combinations of disclosures generally available to the public or in Recipient’s possession. For purposes of this Agreement, an “affiliate” is, with respect to the Company, any person or entity that is directly or indirectly controlling, controlled by, or under common control of the Company and, with respect to the UC, subject to the following sentence, any person or entity that is directly or indirectly controlled by UC. UC’s Representatives shall only include those Representatives that receive Confidential Information from UC or on its behalf, and the term “affiliate” shall not include any of its affiliates that do not receive Confidential Information and no obligations herein shall apply to such affiliates.

3. **Non-use and Nondisclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except for the Purpose. Recipient shall not disclose Confidential Information to any third party unless authorized in advance in writing by Discloser; *provided, however*, subject to the remainder of this Section 3 and Section 4 below, (a) Recipient may disclose Discloser's Confidential Information to its Representatives, and (b) where UC is Recipient, UC may share Discloser's Confidential Information with any employee, officer, director or agent at any of UC's campuses for the purpose of evaluating the Company's security practices and qualifications to provide services to UC. Recipient shall advise its Representatives of the confidential nature of the Confidential Information and direct them to treat such information confidentially in accordance with the confidentiality and use terms of this Agreement. If Recipient or any of its Representatives is required by law, rule, regulation, or valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") to disclose any Confidential Information, Recipient shall, to the extent legally permissible, provide Discloser with prompt written notice of such requirement so that Discloser may, at its sole cost and expense, seek a protective order or other appropriate relief. Subject to the foregoing sentence, Recipient or any of its Representatives may furnish that portion (and only that portion) of the Confidential Information that Recipient or its Representatives are legally required to disclose, as reasonably determined by its legal counsel. Notwithstanding the foregoing, the Company acknowledges and agrees that UC is subject to the CPRA, which provides generally that all records relating to a public agency's business are open to public inspection and copying unless exempted under the CPRA, and that if UC is required to make disclosures thereunder, it may do so without further obligations to the Company.

4. **Maintenance of Confidentiality.** Recipient shall, and shall procure that its applicable Representatives will, take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Discloser's Confidential Information. Without limiting the foregoing, Recipient shall, and shall procure that its Representatives will, take at least those measures that each takes to protect its own confidential information. Neither Party shall, and each Party shall procure that any of their Representatives will not, reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other party's Confidential Information. Recipient shall, and shall procure that its Representatives will, reproduce Discloser's proprietary rights notices, if any, on any copies of the Confidential Information in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Discloser of any use or disclosure of such Confidential Information in violation of this Agreement.

5. **No Obligation.** Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. No contract or agreement providing for any Purpose shall be deemed to exist between the Parties unless and until a final definitive agreement has been executed and delivered by each of the parties.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

7. **Return of Materials.** All documents and other tangible objects containing or representing Discloser's Confidential Information that are in the possession or control of Recipient or any of its Representatives, shall be and remain the property of Discloser and shall be promptly returned to Discloser or destroyed upon Discloser's written request (which may be by e-mail and shall be deemed to have received when sent provided that an automated message delivery failure was not received when sending such notice). Notwithstanding the immediately foregoing sentence, Recipient and its Representatives may retain Confidential Information: (a) to the extent required by Legal Order, (b) to the extent required by bona fide internal compliance policies that are in line with generally recognized professional standards, or (c) that is

saved pursuant to an automatic electronic backup system in the ordinary course of business. Any Confidential Information retained by a Party or any of their Representatives pursuant to this Section 7 shall remain subject to the non-use and nondisclosure terms of this Agreement for as long as it is retained. Recipient will confirm compliance with this paragraph to Discloser in writing, upon written request (which may be by e-mail and shall be deemed to have received when sent provided that an automated message delivery failure was not received when sending such notice).

8. **No License.** Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other party now or later held, nor shall this Agreement grant any party any rights in or to Discloser's Confidential Information.

9. **Relationship of the Parties.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Parties.

10. **Term.** This Agreement shall remain in effect for one year from the Effective Date unless otherwise terminated by either party giving written notice to the other party of its desire to terminate. The obligations of Recipient and its Representatives shall survive termination of this Agreement for a period of two years from the Effective Date.

11. **Remedies.** Each party understands and agrees that a breach or threatened breach of this Agreement by Recipient or its Representatives may cause irreparable injury to the other party and that money damages may not provide an adequate remedy for such breach or threatened breach, and both parties agree that, in the event of such a breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including injunctive relief and specific performance, without the requirement of posting a bond or other security, and without waiving any other remedies at law or equity.

12. **Investment Activities.** The Company acknowledges that UC and certain of UC's affiliates engage in investment activities in a variety of asset classes, including private and public equity, and that UC and certain of UC's affiliates have reviewed and invested, and will continue to review and invest, in opportunities that may involve businesses, technologies, products or services that are similar or related to, or that compete with, the businesses, technologies, products or services offered by the Company and/or its subsidiaries. Accordingly, the Company acknowledges that, except as may be specifically set forth herein, the disclosure of Confidential Information hereunder shall not in any way affect or limit, in any manner, UC's and/or UC's affiliates present and/or future business activities of any nature or kind, including, without limitation, affecting or limiting UC's and/or UC's affiliates in connection with investing in or engaging in or operating any company, business, technology, product or service; *provided, however*, that UC and UC's affiliates have not disclosed or otherwise used any Confidential Information in violation of this Agreement in considering, making, operating or engaging in any such investment.

13. **Independent Rights.** The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

14. **No Public Announcement.** Neither Party shall, without the prior written approval of the other Party, make any public announcement of or otherwise disclose the existence of the terms of this Agreement.

15. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. All disputes arising out or relating to this Agreement will be subject to the exclusive jurisdiction of the state courts located in Alameda County, California, and each Party hereby consents to the personal jurisdiction thereof. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written and oral agreements between the Parties regarding the same, as well as any “click-through” or similar agreements required to be entered into by Recipient or any of its Representatives to access Discloser’s Confidential Information. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This Agreement may not be amended, nor any obligations waived, except by a writing signed by both Parties hereto. This Agreement may be signed by facsimile or .pdf and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Nondisclosure Agreement on and as of the day and year first above written.

“UC”

“COMPANY”

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, A PUBLIC CORPORATION,
ACTING SOLELY THROUGH AND ON
BEHALF OF UC DAVIS HEALTH.**

[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____