NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on this [Date] by and between:

- **ServerSage CloudTech Pvt Ltd**, a company registered under the laws of India with its principal office located at HD-102, 13th Floor, WeWerk 247 Park, Lal Bahadur Shastri Rd, Gandhi Nagar, Vikhroli West, Mumbai, Maharashtra 400079, IN ("Disclosing Party"), and
- **[Customer/Reseller Name]**, a [type of entity, e.g., individual/company], with a principal office located at [Address] ("Receiving Party").

The Disclosing Party and the Receiving Party may individually be referred to as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to explore a business relationship whereby the Disclosing Party will provide hosting services to the Receiving Party, and in connection with this relationship, the Parties may exchange confidential and proprietary information. The Parties agree to protect this information as described below.

2. Definition of Confidential Information

"Confidential Information" refers to all information disclosed by the Disclosing Party to the Receiving Party, whether in written, electronic, or oral form, that is designated as confidential or is reasonably understood to be confidential by its nature. Confidential Information includes but is not limited to:

- Customer data, software, code, and configurations related to the hosting services;
- Business plans, marketing strategies, technical data, and financial information;
- Intellectual property, including trademarks, patents, and copyrights;
- Any other information disclosed that is deemed proprietary or sensitive by the Disclosing Party.

Confidential Information **does not include** information that:

- Is or becomes publicly known through no fault of the Receiving Party;
- Is received from a third party without breach of any confidentiality obligation;
- Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party sufficient notice to seek a protective order or other appropriate remedy.

3. Obligations of the Receiving Party

The Receiving Party agrees:

- To maintain the confidentiality of the Disclosing Party's Confidential Information and not to disclose it to any third party without prior written consent;
- To use the Confidential Information solely for the purposes of evaluating or implementing a business relationship with the Disclosing Party;
- To restrict access to the Confidential Information to employees, contractors, or agents who need to know the information and who are bound by confidentiality obligations at least as restrictive as those stated in this Agreement.

4. Term and Termination

This Agreement shall commence on the date of execution and remain in effect for a period of [X] years from the date of termination or conclusion of the business relationship between the Parties, whichever occurs later.

Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession and certify such destruction to the Disclosing Party.

5. No License

Nothing in this Agreement grants the Receiving Party any rights or licenses in or to the Confidential Information or any intellectual property of the Disclosing Party, except for the limited right to use the Confidential Information in accordance with the terms of this Agreement.

6. Remedies

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be insufficient. In such cases, the Disclosing Party may seek injunctive relief or other equitable remedies in addition to any legal remedies available.

7. No Warranty

All Confidential Information is provided "as is." The Disclosing Party makes no representations or warranties, express or implied, regarding the accuracy, completeness, or fitness for a particular purpose of any Confidential Information.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Location], India.

9. Miscellaneous

- **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.
- **Amendments**: No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.
- **Severability**: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Assignment**: Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

10. Notices

Any notices required or permitted under this Agreement shall be in writing and sent to the respective Party at the addresses set forth above or to such other addresses as may be designated by the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

ServerSage CloudTech Pvt Ltd

By:
Name: Mr. Sharad Kothimbire
Title: Director
Date: _____

[Customer/Reseller Name]

By: _____
Name: _____
Title: _____
Date: _____