

PRIVATE PRE-ALPHA CONFIDENTIALITY AND REVIEWER AGREEMENT

This Private Pre-Alpha Confidentiality and Reviewer Agreement (the "Agreement") is entered into by and between Theloris Solutions, LLC, a North Carolina limited liability company ("Theloris"), and the individual or organization accepting this Agreement ("Reviewer"). This Agreement governs Reviewer's access to non-public BATCHXPLOER Live pre-alpha demonstrations, software, documentation, reports, screenshots, workflows, product plans, pricing, business information, and related materials (collectively, the "Pre-Alpha Materials").

1. Purpose

Theloris may provide Reviewer access to Pre-Alpha Materials solely for private evaluation, workflow feedback, usability review, and potential alpha or pilot qualification. Reviewer may not use the Pre-Alpha Materials for production, regulated decision-making, live GMP release, product disposition, patient/product safety decisions, or any commercial operation unless separately authorized in writing by Theloris.

2. Confidential Information

Confidential Information includes all non-public information disclosed by or on behalf of Theloris, whether oral, visual, electronic, written, or observed through access to the software or demo environment. This includes software designs, screens, workflows, reports, Process Insight concepts, audit/e-signature concepts, configuration approaches, architecture, roadmaps, pricing, business plans, customer or prospect information, patent-pending concepts, and any notes or copies derived from such information.

3. Reviewer Obligations

Reviewer will: (a) use Confidential Information only for the Purpose; (b) protect Confidential Information using at least reasonable care; (c) not disclose Confidential Information to any third party without Theloris's prior written consent; (d) not copy, record, screenshot, publish, benchmark, demonstrate, or redistribute the Pre-Alpha Materials except as authorized by Theloris; (e) not reverse engineer, decompile, probe, bypass access controls, or attempt to derive source code; and (f) promptly notify Theloris of any unauthorized access, disclosure, or suspected security issue.

4. Exclusions

Confidential Information does not include information that Reviewer can demonstrate: (a) is or becomes public through no breach of this Agreement; (b) was lawfully known to Reviewer before disclosure by Theloris; (c) is received lawfully from a third party without confidentiality restriction; or (d) is independently developed without use of or reference to Theloris Confidential Information.

5. Feedback

Reviewer may provide suggestions, comments, bug reports, workflow observations, feature requests, or other feedback ("Feedback"). Theloris may use, modify, incorporate, commercialize, and otherwise exploit Feedback without restriction or obligation to Reviewer, provided Theloris does not identify Reviewer publicly without permission. Reviewer assigns or grants to Theloris all rights necessary for Theloris to use the Feedback in BATCHXPLOER Live and related Theloris products and services.

6. No License; Ownership

All Pre-Alpha Materials and Confidential Information remain the property of Theloris or its licensors. No intellectual property rights are transferred to Reviewer. Theloris retains all rights in BATCHXPLOER Live, associated workflows, designs, documentation, reports, trademarks, trade secrets, patent applications, and related technology.

7. Pre-Alpha Status; No Warranty

The Pre-Alpha Materials are provided "as is" for evaluation only. They may be incomplete, contain defects, change without notice, or be discontinued. Theloris makes no warranties regarding fitness for a particular purpose, compliance, validation, availability, accuracy, or suitability for regulated use. Reviewer is responsible for determining whether any later production use would require validation, qualification, SOPs, cybersecurity review, quality approval, or other controls.

8. Access Controls

Reviewer may not share account credentials or access links. Theloris may suspend or revoke access at any time. Reviewer will not upload protected health information, confidential third-party data, production GMP records, export-controlled information, or regulated customer data unless Theloris expressly authorizes such use in writing under a separate agreement.

9. Term and Survival

This Agreement begins on the date Reviewer accepts or signs it. Reviewer's confidentiality obligations continue for three (3) years from disclosure, except that trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Sections concerning confidentiality, feedback, ownership, no warranty, remedies, and governing law survive termination.

10. Remedies

Unauthorized disclosure or misuse of Confidential Information may cause irreparable harm. Theloris may seek injunctive relief and any other remedies available at law or equity without limiting other rights or remedies.

11. Governing Law

This Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-law principles. The parties consent to jurisdiction and venue in state or federal courts located in North Carolina for disputes arising from this Agreement.

12. Electronic Acceptance

Reviewer agrees that typed-name signature, checkbox acknowledgment, website submission, or other electronic acceptance may be used to indicate agreement to this Agreement. Reviewer represents that the person accepting has authority to bind Reviewer if accepting on behalf of an organization.

Reviewer Acceptance

Reviewer full legal name

Company / organization

Title / role

Email

Electronic signature / typed name

Date