

Non-Disclosure Agreement

Given by Sediment Labs, Inc. to each company that sends it materials. Signed in advance.

Sediment Labs, Inc. ("Sediment") makes this Agreement in favor of each company that provides materials to Sediment in order to evaluate or use Sediment's products (the "Company"). Sediment has signed it in advance. It binds Sediment toward a Company from the date that Company first provides materials to Sediment (the "Effective Date"). The Company does not need to sign anything, and it undertakes no obligation by relying on this Agreement.

1. **Confidential Information.** "Confidential Information" means all non-public information that the Company or its representatives provide or make available to Sediment, in any form. It includes job cost reports, estimates, bid logs, change orders, project files, correspondence, and financial, customer, pricing and personnel information, and anything Sediment derives from them that identifies the Company or reveals its business.
2. **What Sediment will do.** Sediment will:
 - a. use Confidential Information only to evaluate, build, operate and support Sediment's system for the Company (the "Purpose");
 - b. not disclose Confidential Information to anyone other than its own employees, contractors and service providers who need it for the Purpose and who are bound by confidentiality obligations at least as protective as these, and remain responsible for their compliance;
 - c. protect Confidential Information with at least the care it uses for its own most sensitive information, and never less than reasonable care;
 - d. not use the Company's Confidential Information to train, tune or improve anything for another customer, and not pool it with any other customer's information; and
 - e. tell the Company promptly if it learns of any unauthorized access to, or use or disclosure of, Confidential Information.
3. **What is not covered.** These obligations do not apply to information that Sediment can show (a) is or becomes public through no fault of Sediment; (b) Sediment already lawfully held without a duty of confidentiality; (c) Sediment lawfully received from a third party who was free to share it; or (d) Sediment developed independently without using Confidential Information.
4. **Required disclosure.** Sediment may disclose Confidential Information to the extent a law or court order requires it. Where the law allows, Sediment will first give the Company prompt notice and reasonable help in limiting or contesting the disclosure.
5. **Ownership.** The Company keeps all rights in its Confidential Information. This Agreement gives Sediment no license or other right to it beyond the limited use described above.
6. **Deletion and return.** Within thirty (30) days of the Company's written request, Sediment will delete all Confidential Information in its possession, or return it if the Company prefers, and confirm in writing that it has done so. Copies held in routine backups are deleted on the normal backup cycle and stay protected by this Agreement until then.

7. **Term.** Sediment's obligations begin on the Effective Date and continue for five (5) years after the Company last provides materials. Information that is a trade secret stays protected for as long as it remains a trade secret.
8. **Remedies.** Sediment acknowledges that a breach of this Agreement could cause the Company harm that money alone would not repair, and that the Company may seek an injunction or other equitable relief in addition to any other remedy available to it.
9. **No commitment by the Company.** Nothing in this Agreement requires the Company to provide any materials, to pay anything, or to enter into any further agreement with Sediment.
10. **Other agreements.** If the Company prefers its own form of non-disclosure agreement, Sediment will review it promptly and in good faith. If the Company and Sediment sign another agreement that covers the same information, whichever terms protect the Company's Confidential Information more will apply.
11. **General.** This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws rules. Sediment may not reduce the protection this Agreement gives to materials a Company has already provided. If any part of this Agreement is found unenforceable, the rest remains in effect. This Agreement binds Sediment's successors and assigns. An electronic signature is as valid as one in ink.

Sediment Labs, Inc.

By: /s/ Asa Shepard
Name: Asa Shepard
Title: Co-founder
Date: October 12, 2026
Contact: asa@sedimentlabs.ai