

Memorandum of Understanding

The purpose of this notice is to enable a productive first exchange while protecting non-public information shared during initial contact and follow-up meetings. It:

- **authorizes** evaluation-only use of limited, non-public details (e.g., pricing logic, workflow, high-level security posture);
- **limits** disclosure to a **need-to-know** internal group under confidentiality;
- **requires** reasonable safeguards and **deletion/return** on request; and
- **notes** that where deeper detail is needed, additional materials can be shared **under a short mutual NDA** on request.

At this stage we focus on **indicative price bands and the assumptions that drive them, high-level delivery/security posture**, and **illustrative, de-identified examples**—enough for you to evaluate fit quickly and confidently.

Ownership & permitted use (evaluation-only):

- Everything we share (including slides, drafts, estimates, designs, architectures, code snippets, tools, and know-how) remains **exclusively owned** by [YOUR COMPANY].
 - Your permission is **limited to internal evaluation** of a potential engagement with us.
 - **Not allowed:** copying, re-use, implementation, benchmarking outside your internal evaluation, reverse engineering, training models on our materials, or sharing with third parties (including alternative vendors/competitors).
 - Any pilot/PoC, trial use, or integration requires a **separate signed agreement** (and payment terms) before it begins.
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Internal distribution:

Access should be limited to a small internal group directly involved in evaluation (e.g., sponsor, finance/commercial lead, technical lead). Each recipient should be subject to confidentiality obligations arising from employment or professional duty. Materials must not be forwarded beyond this group, uploaded to public or open repositories, or shared with third parties (including alternative vendors or competitors).



Safeguards:

Keep these materials internal to your designated evaluation team, use company accounts with access controls, share via view-only links (no download/print/copy), avoid public links/personal clouds/AI tools, label 'Confidential – Pre-NDA – Internal Use Only,' and avoid recordings (or restrict them to the same team).

To help us keep sensitive items protected, we may ask you to remove any records from our early conversations and shared materials, confirming completion—routine, non-editable backups may remain until naturally overwritten, so long as they're not accessible for regular use.

Next steps:

This Memorandum sets clear, practical ground rules for our early conversations and any non-public information we share. By proceeding, you agree to handle that information as described above—within your designated evaluation team and with reasonable safeguards. If both sides choose to move forward, we'll formalize commercial details (pricing, scope, deliverables) in next-step agreements (e.g., NDA, MSA, SOW), and—on request—provide deeper materials in a secure workspace. Only verified company contacts receive access; we may limit or review usage to protect both parties; if misuse is suspected (for example, unauthorized disclosure, impersonation, or scraping), we'll pause sharing and address it promptly, including pursuing appropriate remedies where necessary. Personal data will be processed in line with our [Privacy Policy](#).

