

Attachment B

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is entered into between **RICHARD A. DINKEL** and **EVOLVING SYSTEMS, INC.** as of the Effective Date noted on the signature page.

RECITALS

The parties contemplate entering into a business relationship ("**Purpose**") during which one party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential or proprietary information; and

With respect to the information exchanged between the parties, the parties agree as follows:

1. **Definition of Confidential Information.** "**Confidential Information**" means information, including, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data, and concepts originated by the Disclosing Party and furnished to a Receiving Party, whether orally, in writing or any other medium, which information the Disclosing Party desires to protect against unrestricted disclosure or competitive use which (i) has not previously been published or otherwise disclosed to the general public, (ii) has not previously been made available without restriction to the Receiving Party or others, (iii) is marked as, indicated as, or could be reasonably construed to be confidential or proprietary.

2. **Obligation to Maintain Confidentiality and Limitation on Use.** The Receiving Party will:

- a. hold the Confidential Information in confidence, exercising a degree of care not less than the care used by such party to protect its own proprietary or confidential information that it does not wish to disclose, and in no event less than a reasonable degree of care;
- b. restrict disclosure of the Confidential Information solely to those Representatives with a need to know and not disclose it to any other person;
- c. advise those Representatives of their obligations with respect to the Confidential Information; and
- d. use the Confidential Information only in connection with the Purpose and reproduce such Confidential Information only to the extent necessary for such Purpose.

The term "**Representatives**" means the Affiliates of either party and the respective directors, officers, employees, attorneys, consultants and other agents and advisors of either party or of the Affiliates of either party. An "**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with a party, whether such control arises through the ownership of voting stock, by contract, or otherwise. Each party will be responsible for any breach of this Agreement by its respective Representatives and will take all reasonably necessary measures to restrain its Representatives from unauthorized disclosure or use of Confidential Information.

3. **Exclusions.** The Receiving Party will have no obligation to preserve the confidential nature of any information which:
- a. was previously known to such party free of any obligation to keep it confidential; or
 - b. is or becomes publicly available by means other than unauthorized disclosure; or
 - c. is developed by or on behalf of such party independent of any Confidential Information furnished under this Agreement; or
 - d. is received from a third party whose disclosure does not violate any confidentiality obligation.

4. **Mandatory Disclosure Exemption.** In the event the Receiving Party or its employees need (for securities law purposes) to make disclosures of Confidential Information or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice so that (a) the Disclosing Party

can work with the Receiving Party to limit the disclosure to the greatest extent possible consistent with legal obligations (it being understood that disclosure of the name of the other party will never be made without that party's prior written consent) or (b) the Disclosing Party may seek a protective order or other appropriate remedy, or if the Disclosing Party so directs, the Receiving Party will exercise its reasonable best efforts to obtain a protective order or other appropriate remedy at the Disclosing Party's reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the Receiving Party will furnish only that portion of the Confidential Information which it is

advised by its counsel is legally required to be furnished and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.

5. **No Rights Granted.** All Confidential Information and all tangible forms of such information received under this Agreement by the Receiving Party will remain the property of Disclosing Party. Nothing contained in this Agreement will be construed as (i) requiring Disclosing Party to disclose, or Receiving Party to accept, any particular information, or (ii) granting to Receiving Party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property rights now or hereafter owned, obtained or licensable by Disclosing Party. Neither this Agreement, nor the disclosure of Confidential Information under this Agreement will constitute or imply any promise or any commitment by either party with respect to any other present or future transaction. Each party agrees that it will not modify or create other works with the other party's Confidential Information, or reverse engineer or decompile or disassemble any software programs contained therein.
6. **No Warranty.** All Confidential Information is provided "As Is", without warranty of any kind. In particular, the parties do not warrant, assure or guarantee that the information disclosed constitutes a non-infringement of other third-party trademarks, patents, copyrights, mask works or any other intellectual property right in the information disclosed. Receiving Party agrees that Disclosing Party will not have liability or responsibility for any errors or omissions in, or any business decisions made by Receiving Party in reliance on, any Confidential Information disclosed by Disclosing Party under this Agreement.
7. **Remedies.** Each party agrees that the Disclosing Party would be irreparably injured by a breach of this Agreement by the Receiving Party or its Representatives and that the Disclosing Party will be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
8. **Compliance with Export Regulations.** Each Party agrees that it will not export or re-export outside the United States, either directly or indirectly, any Confidential Information without first obtaining the prior written approval of the Disclosing Party, which may entail obtaining clearance or licensing by a governmental authority.
9. **Term.** The term of this Agreement will commence on the Effective Date and will continue for the term of the Consulting Services Agreement entered into between the parties (the "**Term**"). A party's obligations to protect Confidential Information which it has received during the Term will survive for a period of three (3) years after the date of disclosure of such Confidential Information; provided, however, that a party's obligation to protect any Confidential Information which is a trade secret under applicable law will continue as long as such Confidential Information remains a trade secret under applicable law.
10. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Colorado. Each party irrevocably consents to the jurisdiction and venue of the state and federal courts located in Douglas County, Colorado.
11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to Confidential Information provided in connection with the Purpose and supersedes all prior agreements between the parties with respect to Confidential Information provided in connection with Purpose. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative. If any provision of this Agreement is found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision will be deemed to be modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed in this Agreement.

12. **Notices.** All notices and other communications provided for or permitted under this Agreement will be in writing, made by hand delivery; first class mail, postage prepaid, return receipt requested; or by reliable overnight courier addressed to a party at the address indicated in this Agreement. Notices will be deemed delivered when received by the party being notified, or, if sent via first class mail as above, will be deemed delivered four days after such remittance.

13. **Assignment.** Neither this Agreement nor any of the rights and obligations created in this Agreement may be assigned, in whole or in part, by either party, without the prior written consent of the other party. Any assignment contrary to the foregoing is void. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

14. **Administrative Ease.** The parties agree that this Agreement may be executed in counterparts, and that such counterpart signatures will be considered effective if provided by PDF or facsimile transmission.

Each party has caused this Agreement to be executed on its behalf as of the 1st day of October, 2017 (“**Effective Date**”).

RICHARD A. DINKEL

/s/ RICHARD A. DINKEL

EVOLVING SYSTEMS, INC.

By: /s/ JULIE GOSAL HOARAU

Julie Gosal Hoarau

Title: SVP Finance
