



MUTUAL NON-Disclosure AGREEMENT

THIS MUTUAL NON-Disclosure AGREEMENT (the “Agreement”) is entered into as of the date of last signature below (the “Effective Date”) and governs the Discloser of information by and between Deplofy, Inc, a Massachusetts corporation, on behalf of itself and its affiliates (collectively “Deplofy”) and the customer, or any of its affiliates, identified in the signature block below (collectively “Customer”).

1. **Confidential Information.** As used herein, the term “Confidential Information” shall mean any and all Confidential Information disclosed under this Agreement by a party hereto (the “Discloser”) to the other party hereto (the “Recipient”) for the purpose of evaluating a business opportunity of mutual interest (the “Transaction”) and for the purpose of the execution of the Transaction. Confidential Information includes, but is not limited to, information regarding the Discloser’s current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, investors, employees, business and contractual relationships, sales and marketing plans, whether disclosed before or after the Effective Date, and whether disclosed in writing, orally or by visual inspection, and any other information the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser without the Discloser being obligated to specifically identify, by notice or other action, any information or material as to which the protection of this Agreement is desired. Confidential Information also includes any and all nonpublic information (i) provided to the Discloser by third parties, or (ii) disclosed by or to any affiliate (namely any entity that directly or indirectly controls, is controlled with or by, or is under common control with a party hereto) concerning the Transaction. Without limiting the generality of the foregoing, this Agreement, including the subject matter and term, shall be deemed confidential.

2. **Obligations.** The Recipient agrees that it will hold in strict confidence, use all reasonable measures to protect the secrecy of, and not disclose Confidential Information to any third party, except as set forth in this Agreement and as approved in writing by the Discloser, and will use the Confidential Information for no purpose other than evaluating or pursuing the Transaction. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information. Recipient may not reproduce Confidential Information except as required to evaluate or pursue the Transaction. Any reproduction of Confidential Information shall remain the property of the Discloser and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Discloser. The Recipient shall only permit access to Confidential Information to those of its employees, consultants, or non-employee advisors (collectively, “Representatives”) who: (i) require access to the Confidential Information in order to enable the Recipient to evaluate or engage in the Transaction, and (ii) have signed confidentiality agreements

or are otherwise bound in writing by confidentiality obligations at least as restrictive as those contained herein. The Recipient shall be responsible for any unauthorized use of the Discloser's Confidential Information by the Recipient's Representatives. The Recipient shall promptly notify the Discloser upon confirming any loss or unauthorized Discloser of the Discloser's Confidential Information. References to the "Recipient" in this Agreement include its Representatives.

3. **Exclusions to Confidentiality.** The restrictions on use and Discloser of Confidential Information set forth in this Agreement shall not apply to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the Recipient (or anyone acting on its behalf), (ii) was previously rightfully known to the Recipient free of any obligation to keep it confidential, (iii) is subsequently disclosed to the Recipient by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential, (iv) is independently developed by the Recipient (or anyone acting on its behalf) without reference or access to the Discloser's Confidential Information, or (v) is otherwise agreed upon in writing by the parties not to be subject to the restrictions set forth in this Agreement.

4. **Disclosers Required by Law.** The Recipient may disclose such portions of the Confidential Information that it is required to disclose by law, regulation or court order, provided that: (i) the Recipient shall use all reasonable efforts to provide the Discloser with at least ten (10) days' prior written notice of such Discloser, unless otherwise prohibited by statute, rule or court order, so that the Discloser may seek a protective order or other appropriate remedy to prohibit or limit such Discloser, (ii) the Recipient shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii) the Recipient shall use reasonable efforts to seek confidential treatment of the disclosed Confidential Information.

5. **Return of Materials.** Upon written request of the Discloser at any time, the Recipient shall promptly, and at the Discloser's option: (i) return to the Discloser all documents, notes, and other tangible materials, including in physical and electronic form, containing the Discloser's Confidential Information, and/or (ii) irretrievably destroy all such materials, and certify in writing that the materials have been destroyed. If the Discloser elects to have the Recipient destroy all of the Confidential Information that it has received from the Discloser, the Recipient shall, following the destruction thereof, deliver to the Discloser an affidavit of an officer of the Recipient to such effect. In no event shall the Recipient have the right to use or exploit Residuals for any purpose after return of Confidential Information to the Owner. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipient or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.

6. **Ownership.** Nothing in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or patent, copyright, trademark, or other intellectual property right that has or may issue based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any of the Discloser's Confidential Information. The Recipient shall not disassemble, decompile, manipulate or reverse engineer any data, software or Services disclosed under this Agreement.

7. **Disclaimer.** All Confidential Information disclosed pursuant to this Agreement is provided “AS IS,” and neither party makes any representations or warranties, express or implied, as to the completeness, accuracy or performance of such Confidential Information.

8. **Term.** This Agreement shall commence on the Effective Date and continue until terminated by either party by giving thirty (30) days’ written notice to the other party. Notwithstanding such termination, the Recipient’s obligations hereunder with respect to any Confidential Information received prior to termination shall survive termination of this Agreement and shall remain in full force and effect for three (3) years following the date of when this Agreement is terminated.

9. General.

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and replaces any prior or contemporaneous oral or written communications between the parties. No modification, amendment, supplement to, or waiver of this Agreement is effective unless in writing and duly signed by an authorized representative of both parties.

b. **Independent Contractors.** The parties will at all times perform their obligations under this Agreement as independent contractors.

c. **Severability.** If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect under any law, such provision shall be changed and interpreted to best accomplish the objectives of such provision within the limits of applicable law.

d. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Massachusetts without reference to its conflict of law provisions. The parties shall submit to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the District of Massachusetts, Boston Division and the Superior Courts of the State of Massachusetts located in Suffolk County in any litigation arising out of this Agreement. Each party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each of the parties waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys’ fees and costs in any lawsuit or claim arising out of or related to this Agreement.

e. **Injunctive Relief.** The Recipient hereby agrees that any breach or threatened violation of this Agreement may cause the Discloser irreparable damage for which monetary damages would be inadequate, and that the Discloser shall be entitled to seek preliminary and permanent injunctive relief and specific performance with respect to all obligations, undertakings, and other provisions of this Agreement, in addition to (and not in lieu of) any other remedies that may be available under this Agreement or at law or in equity, and such further relief as may be granted by a court of competent jurisdiction.

f. **Assignment.** Neither Party shall assign or transfer this Agreement, in whole or in part, or any rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld by either party; provided, however, that Deplofy may assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement to any affiliate or to any entity that purchases all or substantially all of Deplofy’s assets.

g. **Notices.** Any notice or other communication required or permitted under this Agreement is sufficient if provided by both, an email to the current email address on file and at the same time

one of the following: (1) delivered in person; (2) by certified mail or (3) sent by commercially recognized overnight service with tracking capabilities. Notices to the parties shall be sent to the addresses set forth in the signature block below, to the attention of the signatories below, with a copy to Deplofy's counsel marked Attention: Legal Department. Any such notice or communication is deemed properly delivered as of (i) the date personally delivered, (ii) three (3) days after being sent by certified mail, or (iii) one business day after it is sent by commercially recognized overnight service. A party may change its address by written notice given to the other party before the effective date of such change. The Parties agree to provide each other with the current and fully functioning email address at the time of the execution of this Agreement.

h. Waiver. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party from whom the waiver is sought or against whom it is to be enforced. Any waiver shall be effective only for the particular instance for which it is granted and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

i. Counterparts. If this Agreement is executed in counterparts, no signatory is bound until all parties have duly executed this Agreement and have received a fully executed Agreement. Any signature transmitted by facsimile or e-mail (in .pdf, .tif, or similar format), or a photocopy of such transmission, shall constitute the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Deplofy, INC
("Deplofy")

CLIENT
(" ")

By: _____
Authorized Signature

By: _____
Authorized Signature

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address: