



MUTUAL NON-DISCLOSURE AGREEMENT

Updated: March 18, 2025

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “Agreement”) governs the disclosure of information by and between the Company and the Vendor, and belonging to each of them, their subsidiaries, and affiliates, (collectively the “Parties”).

1. “**Confidential Information**” means any and all technical, non-technical, business, personal or organizational information whether oral, written or in machine readable form disclosed by either party to the other, including but not limited to:

- (a) patent and patent applications;
- (b) trade secrets or other intellectual property;
- (c) proprietary information such as ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs (and the operational functions, features and limitations thereof), software source documents, formulae or architecture related to the current, future, and proposed products, services or processes (whether internal to a party's business or products or external to a party's services or customers), and information concerning research, experiments, product development, design details, specifications, structure and engineering; and
- (d) business information such as organizational structures, business plans, curriculums, procedures or processes, methods of doing business, servicing customers and customer relations, business forms, internal reporting methods, financial information, customer information, customer lists, investor information, procurement requirements, personally identifiable information (“PII”) of customers, clients, or employees; bank/credit card information, employee information, business and contractual relationships, business forecasts, sales and merchandising or marketing plans or information.

All Company non-public information is Confidential Information.

2. Each party agrees that at all times it will hold the other's Confidential Information in strict confidence, will not disclose it to any third party, and will not use it for any other purpose, except as may be necessary to evaluate a business relationship or to fulfill a contractual obligation to the other. Each party shall limit access to the other's Confidential Information to only those of its employees or authorized agents who have a need to know and who have signed confidentiality agreements or who are bound by confidentiality obligations at least as restrictive as those contained herein. Each party shall have full responsibility for their employees' or authorized agents' compliance with this Agreement. The other party's Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement or a contractual obligation to it. A party's Confidential Information shall remain its own property, and this Agreement shall not be construed to grant to the other party any ownership or other interest therein. Notwithstanding the above, a party to whom Confidential Information is disclosed shall not be in violation of this Section 2 if a disclosure is in response to a valid order by a court or other governmental body, provided that it provides the owner of the Confidential Information with prior written notice of such disclosure, if possible, to permit the owner to seek confidential treatment of such information.

3. Each party's obligations under this Agreement with respect to any portion of the other's Confidential Information shall terminate if or when the information:

- (a) has entered the public domain through no fault of the recipient;

- (b) was in the recipient's possession free of any obligation of confidence before it was communicated to the recipient by the other party;
- (c) it was legitimately obtained by the recipient without an obligation of confidentiality from a third party; or
- (d) it was developed by the recipient independent of any information communicated to the recipient by the other party.

4. Upon termination or expiration of the contractual obligations between the Parties and upon written request of the owner, the recipient of the Confidential Information shall promptly destroy, delete or return to the owner all Confidential Information, including all documents, tangible materials, electronic files and copies. In addition, the recipient may initiate such return or destruction upon written notice to the owner, giving the owner the ability to elect for the either the return or destruction thereof. This obligation shall not require either party to “scrub” its servers or to delete electronic information from its automatic, backup systems. The Parties' obligations and available remedies pursuant to this Agreement regarding Confidential Information disclosed prior to such termination or expiration shall survive, continue in full force and effect, and be binding upon the recipient's heirs, successors and assigns.

5. Each party shall immediately notify the other upon discovery of any loss, unauthorized access, unauthorized disclosure, or data breach involving the other's Confidential Information.

6. Each party acknowledges that a violation of this Agreement would constitute irreparable damage to the disclosing party, that any remedy at law would be inadequate and an aggrieved party shall be entitled to seek injunctive relief, without the requirement of posting a bond, as well as its reasonable costs, including attorney's fees, incurred in seeking to enforcement, in addition to what other relief may be granted by a court of competent jurisdiction. The party responsible for the disclosure of any PII shall be responsible for the costs associated with any statutory notices.

7. Nothing herein shall be construed as granting the other any ownership, license or other property right to any Confidential Information disclosed. Neither party shall communicate any information to the other that violates the proprietary rights of any third party. Each party represents and warrants that its performance of this Agreement will not violate the intellectual property rights of any third party. Neither party neither has nor will enter into any agreement, written or oral, that conflicts with this Agreement.

8. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that or any other provision hereof. Each provision shall be treated as a separate and independent clause and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If any court of competent jurisdiction determines that any clause contained herein is unenforceable, in whole or in part, it is the intention of the Parties that such clause may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both Parties hereto.