Mutual Confidentiality and Nondisclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is entered into, by and between Episerver, Inc. ("Episerver"), a Delaware corporation with its principal offices at 542A Amherst Street, Nashua, NH 03063, and _____ ("Company"), contact details for which are in Schedule A. In this agreement Episerver and the Company are individually referred to as a "Party" and collectively as the "Parties".

The date of signature by Episerver to this Agreement shall be deemed the Effective Date ("Effective Date").

Agreed by the Parties on the Effective Date below.

For the purpose of exploring a business relationship (the "Project") the Parties have and will be providing each other with access to data and information. The Parties agree that all confidential and proprietary information that is revealed by either Party will be subject to the confidentiality and non-disclosure obligations in this Agreement. The Parties acknowledge the receipt and sufficiency of good and valuable consideration and agree the following:

1.   The Parties each acknowledge that, as part of their association with each other, they may have been or may be given access to Confidential Information disclosed by the other Party or its clients. Confidential Information is any information whether, written, verbal, electronic or otherwise, that is related to the Project. This proprietary and confidential information may include but it is not limited to reports, manuals, training materials, presentations, questionnaires, analyses, tools, software, specifications, business plans or calculations, whether or not it is marked as "confidential". Both parties acknowledge that the Confidential Information constitutes protectable trade secrets and agree to hold that information in confidence.

2.   The Parties confirm that the person signing this Agreement is the authorized representative for that Party and has the requisite authority to bind that Party.

3.   The Party receiving the Confidential Information agrees to protect the interests of the party it is receiving it from, and will:
- only use it to comply with its responsibilities under this Agreement,
- only give the information to any of its employees, contractors, agents or other representatives ("Personnel") that need it, and only give as much of it as they need to know in connection with their participation in the Project,
- use reasonable security procedures to make ensure Personnel keep the information confidential,
- get promises of confidentiality from those Personnel who need access to the information,
- not reveal the information to anyone else without the prior written consent of an authorized representative of the other Party during the Parties' association or after the termination of the association,
- not use it for any purpose other than this Agreement,
- advise their Personnel of the confidential nature of the Confidential Information and be responsible for the use of the Confidential Information by the Personnel in violation of the terms of this Agreement; and
- use the same degree of care as it would to protect its own confidential and proprietary information with reasonable care being the minimum standard of care.

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Nashua NH 03063   www.episerver.com
USA

4.   Notwithstanding any other provisions of this Agreement, each Party acknowledges that Confidential Information shall not include information which:

- is lawfully in the public domain (available to the general public) when a party received it;
- lawfully becomes part of the public domain afterwards but not through a wrongful act of either Party;
- is obtained from a third person who is not, to the knowledge of the disclosing Party, prohibited from transmitting the Confidential Information to the receiving Party by a contractual, legal or fiduciary obligation owed to the disclosing Party
- is given to comply with a court order or other legal duty; or
- is independently developed by the receiving Party without use of or reference to the Confidential Information or breach of this Agreement.

5.   Each Party will be relieved of its obligation under this Agreement if that Confidential Information a) is disclosed pursuant to the lawful requirement or request of a court, government, or any agency of a federal, state, local or foreign government, or disclosure is required by operation of law, provided that the Party making the disclosure has given prompt notice to the other Party; or b) is explicitly approved for release by written authorization of the disclosing Party.

6.   All Confidential Information disclosed shall remain the sole property of the disclosing Party, and all documents and other materials constituting Confidential Information shall remain the property of the disclosing Party or its client. Upon request, the receiving Party will immediately return all documents and other materials to the disclosing Party and will destroy any analyses, memoranda, other documentation or material in its possession or in possession of the Personnel incorporating Confidential Information. The receiving Party may be called upon to demonstrate evidence of destruction of documentation or other relevant material in its possession.

7.   Neither Party shall remove any copyright or proprietary rights notice attached to or included in any Confidential Information and shall not copy the Confidential Information without the other Party's written consent. Both parties acknowledge and agree that each Party is the exclusive owner of its service marks, including their respective names whether those marks are registered or exist through a function of common law. Neither Party shall directly or indirectly use or display the other Party's name or service marks without the prior written consent of the other Party. This provision shall survive the termination of this Agreement. This shall not be construed as establishing, either expressly or by implication any grant of rights or licenses to either Party or any relationship between the parties.

8.   Both Parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of the other Party's data and prevent any unauthorized access, corruption or loss of that data. Both Parties are responsible for complying with their obligations under applicable laws governing their data.

9.   Unless otherwise stated in the Agreement, neither Party shall disclose the terms and conditions of this Agreement without the prior written consent of the other Party.

10.   Both Parties acknowledge that they will be irreparably harmed if their obligations under this Agreement are not specifically enforced and that neither Party would have an adequate remedy at law in the event of an actual or threatened violation by either Party of its obligations. Therefore, both parties agree that either Party shall be entitled to seek injunctive relief in a competent court against any actual or threatened violations or breaches by the other Party. They may seek relief without an obligation to post bond and without obligation or the necessity of showing actual damages or that monetary damages would not afford an adequate remedy.

11.   Neither Party shall export any Confidential Information of the other Party without written permission from that other Party. If a Party is permitted to export Confidential Information of the other Party, the exporting Party shall comply with the U.S. Export Administrations Laws and Regulations (EAR) and shall not export or re-export any technical data or products received from the Disclosing Party or

the direct product of such technical data to any proscribed country listed in the "EAR" unless properly authorized by the U.S. government. If any Confidential Information falls under the GDPR definition of 'personal data' and Episerver is required to transfer that personal data outside to one of our subsidiaries then that transfer will happen in the manner prescribed by the EU Model Standard Contract Clauses or EU US Privacy Shield whichever is applicable.

12.   Neither shall assign or transfer this Agreement nor any of the rights or obligations under this Agreement to a non-succeeding or non-acquiring entity without the other Party's prior written consent, and such consent shall not be unreasonably withheld. Any such assignment in violation of this clause will be void. Either Party may assign all or part of its rights under the Agreement to an affiliate or to any entity that succeeds to or acquires all or substantially all of the business or assets of such Party through merger, consolidation, or acquisition of stock or assets. This Agreement is binding on any permitted assignees or transferees.

13.   This Agreement shall be governed by the laws of the State of New Hampshire. If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement. This Agreement will terminate two (2) years from the date of signature by Episerver and the obligation of the parties to maintain information in confidence shall survive for three (3) years after any expiration or termination of this Agreement, except for the trade secrets of each party which shall be held in confidence in perpetuity..

To evidence this Agreement, the parties have signed below.

Episerver   Company

_____   _____
Signature   Signature

_____   _____
Title   Title

_____   _____
Date   Date

_____   _____
Place   Place

Schedule A - Contact Information

Company Information

Company Name	
Company Registration Number	
Corporation Type	
Company Address	
Company City	
Company State	
Company Zip Code	