

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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This NDA an integral part of our Terms of Service (see [INSERT LINK]) that apply to your purchase of any Services and to your access to our Services during the term, including during any trial period. Client should also carefully review our Privacy Policy (see <https://www.purplelab.com/privacy-policy/>) before accessing or purchasing any Services through the Site.

Each party to this NDA (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party).

Proprietary Information of PurpleLab includes non-public information regarding features, functionality and performance of our Services. Without limiting the generality of the foregoing, you acknowledge that the Services, including the ideas, methods of operation, architecture, processes and know-how embodied in such items, constitute Proprietary Information of PurpleLab or its licensors. PurpleLab shall own and retain all right, title and interest in and to (i) the Services, all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with any Services or support, and (iii) all intellectual property rights related to any of the foregoing.

Proprietary Information of Client includes non-public data provided by you to PurpleLab to enable the provision of our Services, including any Personal Information (as defined in our Privacy Policy) and registration and other information you provide to us in connection with your access to our Services for evaluation purposes during any trial period (“Client Data”). Client shall own all right, title and interest in and to the Client Data.

The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Notwithstanding anything to the contrary, PurpleLab shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and PurpleLab will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PurpleLab offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business. No rights or licenses are granted except as expressly set forth herein.