

COPACITY, INC.

MUTUAL AGREEMENT OF CONFIDENTIALITY

This Mutual Agreement of Confidentiality (this “*Agreement*”) is a contract between Copacity, Inc., a Delaware corporation (“*Company*”), and you (“*You*” a/k/a “*Counterparty*”). You must read, agree with, and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.copacity.com (the “*Site*”) and related software and services (collectively, the “*Copacity Platform*”).

YOU UNDERSTAND THAT BY CHECKING THE BOX AND CLICKING THE “CREATE ACCOUNT” BUTTON, OR BY ACCESSING OR USING THE COPACITY PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE COPACITY PLATFORM. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “COUNTERPARTY” WILL REFER AND APPLY TO THAT ENTITY.

In order to pursue a potential business transaction or relationship between them, the parties recognize that there is a need to disclose to each other certain confidential information and to provide for mutual agreements to protect such confidential information.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Confidential Information. This Agreement shall apply to all confidential and proprietary information disclosed by the parties to each other orally or in writing, including information disclosed prior to the Effective Date, with respect to their respective businesses, operations, and proprietary technologies (“*Confidential Information*”); *provided, however*, that for purposes of this Agreement, Confidential Information shall not be deemed to include information which at the time of disclosure or thereafter: (i) is generally available to the public (other than as a result of a disclosure by the receiving party), (ii) is available to the receiving party on a nonconfidential basis from a source other than the disclosing party, provided such source is not and was not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information to the receiving party by a contractual, legal, or fiduciary obligation, (iii) has been independently developed by the receiving party, as evidenced by its written records, or (iv) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law.

2. Nondisclosure. Each party agrees to use the other party’s Confidential Information only for the purpose of pursuing a potential business transaction or relationship between them and not to disclose the other party’s Confidential Information to any third party, except as provided herein. The receiving party may disclose the disclosing party’s Confidential Information to the receiving party’s employees, directors, accountants, financial advisors, outside counsel, and consultants, who, in each case, have a bona fide need to know (collectively, “*Representatives*”), *provided, however*, that the receiving party shall be responsible for any unauthorized use or disclosure of such Confidential Information by its Representatives.

3. Required Disclosures. If either party or any of its respective Representatives (the “*Compelled Party*”) is required by law to disclose any of the other party’s Confidential Information, then the Compelled Party will promptly notify the other party of such requirement prior to making the disclosure. The parties will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both parties in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring the parties are unable to agree on a mutually acceptable form and terms of disclosure, then the Compelled Party shall have no liability to the other party if (i) the disclosure is limited to the extent required by law (as determined in good faith by the Compelled Party), and (ii) the Compelled Party makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party’s Confidential Information by the tribunal requiring disclosure.

4. Limitation of Use. Each party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement. In the event that the transaction contemplated by this Agreement shall not be consummated, neither party, nor their respective Representatives, shall use any of the Confidential Information of the other party in furtherance of its business, or the business of anyone else.

5. Return of Confidential Information. Upon the written request of the other party, Company, or Counterparty, as the case may be, shall return to the disclosing party, within 10 days, all Confidential Information of the disclosing party and all copies thereof if in written or other tangible form; *provided, however*, that counsel to the receiving party may keep one copy of such Confidential Information for archival purposes. Where impractical to return copies, such copies shall be destroyed.

6. Term. This Agreement shall apply to Confidential Information disclosed between the parties until the 1st anniversary of the Effective Date and shall continue in effect until the 5th anniversary of the Effective Date.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The parties agree that remedies at law, alone, are inadequate to remedy breaches of this Agreement and therefore each party consents to the issuance of injunctive relief against it to prevent or end any violation by it of this Agreement. (For purposes of clarification, each party’s consent to injunctive relief is subject to the other party’s first proving a material breach of this Agreement.) This Agreement may be amended only by a written instrument signed by both parties.