

Nondisclosure Agreement

The nondisclosure Agreement (this “agreement”) is entered into by Enseva account holder (“Customer”) for the benefit of Enseva, LLC. and its Affiliates, including Enseva Cloud Services, LLC. (“ECS” collectively “Enseva”). In connection with Customer’s provision or acquisition of products, services, or content to or from Enseva, Customer may receive information on Enseva’s operations and businesses. In consideration of the receipt of such information, the Customer agrees as follows:

- 1. Confidential Information.** “Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and “Confidential Information” means all nonpublic information relating to Enseva or disclosed by Enseva or its Affiliates to Customer, its Affiliates or agents of any of the foregoing (collectively, “Customer”) that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.
- 2. Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of the Agreement, (ii) can be shown by documentation to have been known to Customer at the time of its receipt from Enseva, (iii) is disclosed to Customer from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Customer without reference to any Confidential Information.
- 3. Use of Confidential Information.** Customer may use Confidential Information only in pursuance of its business relationship with Enseva. Except as provided in the Agreement, Customer will not disclose Confidential Information to anyone without Enseva’s prior written consent. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measure it takes to protect its own confidential information of a similar nature.
- 4. Company Personnel.** Customer will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under the Agreement. Customer will ensure that its employees, subcontractors and Affiliates comply with this Agreement
- 5. Disclosure to Governmental Entities.** Customer may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Customer (i) gives Enseva prior written notice sufficient to allow Enseva to seek a protective order or other remedy (except to the extent that Customer’s compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain

confidential treatment for any Confidential Information so disclosed.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Enseva. Enseva's disclosure of Confidential Information will not constitute an express or implied grant to Customer of any rights to or under Enseva's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Customer will not use any trade name, trademark, logo or any other proprietary rights of Enseva (or any of its Affiliates) in any manner without prior written authorization of such use by an executive of Enseva (or its applicable Affiliate).
7. **Notice of Unauthorized Use.** Customer will notify Enseva immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Customer will cooperate with Enseva in every reasonable way to help Enseva regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.
8. **Return of Confidential Information.** Customer will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Enseva's written request.
9. **Injunctive Relief.** Customer acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Enseva as to which monetary damages may be difficult to ascertain or any inadequate remedy. Customer agrees that Enseva will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of the Agreement.
10. **Scope; Termination.** This Agreement covers Confidential Information received by Customer prior and subsequent to the effective date. This Agreement is effective as the date of Confidential Information is first received and will continue for 3 years, after which it automatically renew unless either party terminates this Agreement by providing at least 90 day prior written notice to the other party, provided that Customer's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.
11. **Miscellaneous.** This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Customer may not assign the Agreement without Enseva's

written consent. If a provision of this Agreement is held invalid under applicable law, such as invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by the internal laws of the State of Iowa, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in Lynn County, Iowa, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notice hereunder will be in writing and will be sent by overnight courier. Notices to Customer will be delivered to the address set forth below. Notices to Enseva will be delivered, Att. General Counsel, to 755 Metzger Dr, Hiawatha, IA 52233.

Enseva Account ID

Customer Organization Name

Customer Organization Address

Customer Printed Name

Customer Signature

Signature Date