

3D FORGE CAD SERVICES

Bidirectional Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT, entered into by and between {Client Name} and **3D Forge CAD Services** (collectively referred to as the “**Parties**” and individually referred to as a “**Party**”), is effective as of {date} (the “**Effective Date**”),

WHEREAS, the Parties, for the purposes of mutual sharing of data related to existing projects as well as discussion related to future projects, desire to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party hereunder (the “**Discloser**”) may disclose to any other Party (the “**Recipient**”);

NOW, THEREFORE, the Parties agree as follows:

1. As used throughout this Agreement, the following terms shall have the meanings below unless otherwise indicated:
 - (a) The term “Affiliate” of a named Party means a corporation, partnership, joint venture or other entity controlling, controlled by or under common control with such Party.
 - (b) The term “Agreement” means the terms and conditions contained herein, in all attached Exhibits, and in any other documents made a part of this Agreement or incorporated by reference, including any written amendments hereto.
 - (c) The term “Confidential Information” means information that is transmitted or otherwise provided by or on behalf of one Party to any other Party that relates to the purpose stated above or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the Recipient because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and/or confidential to the Discloser, an Affiliate of the Discloser or to a third party. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.
2. This Agreement shall commence as of the Effective Date and shall automatically expire three (3) years thereafter, provided, however, that prior to such expiration, any Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of the receiving Party’s nondisclosure obligations pursuant to this Agreement shall survive for three years with respect to any Confidential Information received prior to such expiration or termination.
3. Each Party receiving Confidential Information agrees as to any such Confidential Information that may be disclosed to it by the other Party:
 - (a) to protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose

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Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and subcontractors, and its Affiliates' employees and subcontractors, who have a need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Discloser;

- (b) to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted by this Agreement;
 - (c) not to make copies of any such Confidential Information or any part thereof except for the purposes of this Agreement;
 - (d) to reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices (whether of Discloser or a third party) as are contained in or on the original or as the Discloser may otherwise reasonably request;
4. The restrictions on use and disclosure of Confidential Information shall not apply to information that:
- (a) was publicly known at the time of Discloser's communication thereof to Recipient;
 - (b) becomes publicly known through no fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient;
 - (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient;
 - (d) is developed by Recipient independently of and without reference to any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third party;
 - (e) is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or
 - (f) is identified by Discloser as no longer proprietary or confidential.
5. In the event Recipient is required by law, regulation or court order to disclose any of Discloser's Confidential Information, Recipient will promptly notify Discloser in writing prior to making any such disclosure in order to facilitate Discloser seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Discloser in seeking such order or other remedy. Recipient further agrees that if Discloser is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

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6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Discloser. All such information in any computer memory or data storage apparatus shall be erased or destroyed and all such information in tangible form shall be returned to Discloser, promptly upon the earlier of: (i) the written request of the Discloser, or (ii) termination or expiration of this Agreement, and shall not thereafter be retained in any form by Recipient.
7. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts other than the laws thereof that would require reference to the laws of any other jurisdiction.
8. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it, and the invalid or unenforceable provision shall be replaced by a mutually acceptable provision which, being valid and enforceable, comes closest to the intention of the Parties underlying the invalid or unenforceable provision.
9. The respective rights and obligations provided in this Agreement shall bind and inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.
10. This Agreement constitutes the entire understanding of the Parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both Parties.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the Parties.

For {Client name}:

By: _____

Name: _____

Title: _____

For 3D Forge CAD Services:

By: _____

Name: _____