

NON-DISCLOSURE AGREEMENT FOR PRODUCT RESEARCH

Thank you for agreeing to participate in a product research session with Contentful (“Product Research”).

To be able to participate in the Product Research, you must review and accept the terms of this Agreement by clicking on the “accept” button or other mechanism provided in the sign-up form. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR PARTICIPATING IN PRODUCT RESEARCH, YOU AGREE TO THESE TERMS AND CONDITIONS WITH THE CONTENTFUL ENTITY INDICATED BELOW (“CONTENTFUL”). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE “ACCEPT” BUTTON AND YOU SHOULD NOT PARTICIPATE IN THE PRODUCT RESEARCH.

In this Agreement, “you”, “your” or “Participant” will refer to you as the participant in the Product Research. For purposes of this Agreement, Contentful shall be defined as follows:

- Contentful GmbH of Max-Urich-Straße 3, 13355 Berlin, Germany if you are located in Europe, the UK, Middle East, Africa or Asia
- Contentful Inc. of 1801 California Street, Suite 4600, Denver, CO 80202. U.S.A. if you are located in the Americas, Australia or New Zealand

Contentful owns and operates a content management platform offered to end users as cloud delivered SaaS service (the “Platform”). Contentful wishes to discover needs, understand problems and test the usability of certain new or existing designs and features of the Platform, and the Participant has agreed to participate in such product research and usability testing (the “Research”). In connection with the Research the parties intend to provide and exchange Confidential Information (as defined below). In consideration of the opportunity to receive Confidential Information for the Research, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” shall mean all information has disclosed or that may be disclosed to Participant in connection with the Research, whether written or oral, that is either non-public, confidential or proprietary in nature, including without limitation, information relating to Contentful’s business including, without limitation, new and experimental designs and features, product development plans, computer programs, technical material, analyses, drawings, compilations, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and forecasts, strategies and information. Confidential Information also includes any compilations, evaluations, studies, benchmarks, advice, reports or other documentation which contains, reflects, is derived from, is based on, or is generated from any of the above information and the existence or content of the parties’ discussions or evaluations in connection with the Research. Notwithstanding the foregoing, to be considered Confidential Information (i) the information is or was disclosed in tangible form and is conspicuously marked “Confidential” (or similar designation), (ii) the information is or was disclosed in non-tangible form and identified as confidential at the time of disclosure, or (iii) the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.
2. **Participant Obligations.** Participant hereby agrees (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Participant employs with respect to its own confidential material of similar nature), (ii) not to disclose, transfer or distribute any such Confidential Information or any information derived therefrom, in whole or in part, to any third party or disclose the fact that the Research is taking place to any third party, (iii) not to make any use whatsoever at any time of such Confidential Information except for the Research, (iv) not to copy (including taking any screenshots of any new features or designs) or reverse engineer any such Confidential Information, and (v) not to export or reexport any such Confidential Information or product thereof in violation of U.S., EU or other export control laws or regulations. Participant may make disclosures required by law, court order by a court of competent jurisdiction or by any regulatory authority to which Participant is subject, provided that Participant (to the extent permitted by law and reasonably practicable) provides Contentful with prompt notice of such required disclosure prior to the information being disclosed, uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows Contentful to participate in the proceeding.

3. Exclusions from Confidential Information. Contentful agrees that the foregoing obligations shall not apply with respect to any information (save for Confidential Information that qualifies as a trade secret under applicable law) that Participant can document (i) is or becomes (through no improper action or inaction by Participant or any Authorized Persons) generally available to the public, or (ii) was in its legitimate possession or known by it without restriction prior to receipt from Contentful, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed by or for Participant without use of or reference to any Confidential Information.
4. Ownership and Return of Confidential Information. All Confidential Information remains the property of Contentful at all times. No rights or licenses to intellectual property in Confidential Information are granted to Participant under this Agreement, whether express, implied or otherwise. Immediately upon a request by Contentful at any time Participant will, at the discretion of Contentful, turn over to Contentful or destroy or expunge from any systems all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof and upon request of Contentful provide a written statement confirming such return or destruction.
5. Disclaimer. Participant acknowledges that Confidential Information is provided on an “AS IS” basis. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE FOR TRADE. The foregoing is without prejudice to a party’s fraudulent misrepresentation.
6. Filming. The Participant acknowledges, consents, and agrees that the Research, or parts thereof, may be filmed by or on behalf of Contentful. Contentful shall be entitled to use such film recordings for its own internal purposes in any and all media throughout the world in perpetuity.
7. Feedback. Contentful shall be free to use the results of the Research, including any feedback, written or oral, provided by the Participant, at its discretion and on an unrestricted basis, without any payment or other compensation being due to the Participant.
8. Term. This Agreement applies only to Confidential Information disclosed in connection with the Research as defined herein and will remain in effect unless terminated by a party as set forth below. Either party may terminate this Agreement with thirty (30) days’ prior written notice to the other party. Notwithstanding the foregoing and regardless of whether the Agreement is in effect or terminated, the confidentiality obligations hereunder shall remain in effect for three (3) years from the date of disclosure of the Confidential Information except with respect to information that constitutes trade secrets of Contentful, in which case such obligations shall continue in perpetuity.
9. General. Participant acknowledges and agrees that, due to the unique nature of the Disclosing Party’s Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach could result in irreparable harm to Contentful, and therefore, upon any such breach or any threat thereof, Contentful shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior or contemporaneous discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver, amendment or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Participant may not assign or otherwise transfer this Agreement, in whole or in part. Each party is an independent contractor, and nothing herein will be deemed to create any agency relationship, joint venture or partnership between the parties. This Agreement may be executed in separate counterparts. A signature transmitted by electronic image such as a pdf shall be effective. All notices shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such notices shall be considered given upon receipt, as confirmed by

the delivery confirmation record. Any notice to Contentful shall be sent to the appropriate Contentful entity at the address as listed above and Attn: Legal with a copy, which shall not constitute Notice, to legal@contentful.com, or such other address as Contentful specifies in writing. Any notice sent to Company shall be sent to the address specified below. Day to day operational and business messages of either party may be sent by email.

10. Governing Law. If this Agreement is with Contentful Inc., then this Agreement shall be governed by the laws of the State of Delaware, USA, without regard to the conflicts of law provisions thereof. All disputes arising out of or relating to the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware, USA, and the parties hereby consent to the personal jurisdiction of these courts. If this Agreement is with Contentful GmbH, this Agreement shall be governed by the laws of the Federal Republic of Germany without regard to the conflicts of law provisions thereof. All disputes arising out of or relating to the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Berlin, Germany, and the parties hereby consent to the personal jurisdiction of these courts. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.