NON‑DISCLOSURE AND LIMITATION ON USE AGREEMENT

This Non‑Disclosure and Limitation on Use Agreement (the “Agreement”) is made and entered into as of the       day of      , 2017 by and between Continental Broadband, LLC, a Virginia limited liability company dba Expedient (hereinafter “Expedient”), and      , a      (hereinafter “Company”).

WHEREAS, Company and Expedient desire to exchange certain confidential information;

WHEREAS, the parties mutually intend that this Agreement apply to all transactions involving disclosures between Company and Expedient, subject to Section 9 below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

# In the pursuit of certain business matters between Expedient and Company including, but not limited to, evaluation of service delivery capabilities, vendor-client relationships, strategic partnership opportunities, sales lead and/or business referrals, and/or the continuation of existing relationships in respect thereof (the “Purpose”), the two parties may elect to exchange and/or may have previously exchanged certain confidential information, whether written, electronic, oral, visual or otherwise (“Confidential Information”). Once disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), whether such disclosure occurred prior or subsequent to the date of this Agreement, the Receiving Party’s obligations hereunder regarding the Confidential Information shall commence.

Specifically, the Confidential Information of the Disclosing Party shall be kept confidential by the Receiving Party and shall not, without the Disclosing Party’s prior written consent or as otherwise expressly permitted under this Agreement, be disclosed to any third party by the Receiving Party, or by the Receiving Party’s directors, officers, employees, agents, consultants or advisors (collectively, “Representatives”), in any manner whatsoever, in whole or in part, and the Receiving Party shall use best efforts to prevent the unauthorized access, use and disclosure of the Confidential Information of the Disclosing Party; furthermore, the Confidential Information shall be used by the Receiving Party, and by its respective Representatives, solely to the extent necessary in connection with the Purpose.  Additionally, the Receiving Party may (and shall) reveal the Confidential Information *only* to its Representatives who need to know the Confidential Information in connection with the Purpose, who are informed by the Receiving Party of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of the Agreement.  The Receiving Party shall be responsible for all actions of (including any breach of this Agreement by) its Representatives.

Notwithstanding the foregoing general prohibition on the disclosure of Confidential Information to third parties, Expedient (as the Disclosing Party) hereby agrees that Company (as the Receiving Party) may disclose the Specified Items (defined below), but only the Specified Items, to Company’s agents, affiliates and customers (collectively, “Permitted Third Parties”) in the event and to the extent (but only in the event and to the extent) that (i) such Permitted Third Parties have a genuine, legitimate need to review the Specified Items in connection with the Purpose and (ii) such Permitted Third Parties are subject to a confidentiality agreement, non‑disclosure agreement and/or other written arrangement with Company that contains terms and conditions regarding the protection, use and disclosure of the Confidential Information of Company that are at least as restrictive as the terms and conditions set forth herein. In addition, Company shall be responsible for all actions or omissions of its Permitted Third Parties with respect to their access to the Specified Items, including but not limited to their disclosure or other improper use of the Specified Items.

# So there shall be no doubt, for the purposes of this Agreement, Confidential Information of Expedient shall always include (but shall not be limited to) its:

## Service Organization Control (SOC) reports (e.g., SSAE-16 and SOC 2), HIPAA business associate agreement (BAA), and PCI DSS Attestation of Compliance (AOC) for the Report on Compliance (ROC) (collectively, the “Specified Items”).

## HIPAA policy manual, internal documentation required to meet industry and government/regulatory compliance audit requirements, and attestation documentation made available by Expedient to complement compliance requirements.

## Employee contact information.

# For the purposes of this Agreement, Confidential Information shall not be deemed to include any information which the Receiving Party can reasonably demonstrate:

## is, or becomes, public knowledge through no wrongful act or omission by the Receiving Party;

## is rightfully received by the Receiving Party, without restriction, from a third party who is entitled to make the information available to the Receiving Party;

## was known by the Receiving Party prior to disclosure thereof to the Receiving Party by the Disclosing Party;

## is independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party;

## is disclosed by the Disclosing Party to a third party without a duty of non-disclosure; or

## is disclosed pursuant to the requirements of a court order, subpoena, civil investigative demand, regulatory demand or other similar legal or regulatory process.

# All Confidential Information in written, graphic, electronic or other tangible form, including all computer programs, however stored or filed, shall be returned to the Disclosing Party or destroyed upon request. Specifically, on receipt of a written demand from the Disclosing Party, the Receiving Party shall return all Confidential Information, including any copies thereof, and any memoranda, notes or other documents relating to or derived from the Confidential Information of the Disclosing Party, or shall certify its destruction.

# Notwithstanding anything to the contrary contained herein, each party acknowledges that the other party may be performing services for others in the same industry that are the same as or similar to the services such other party is providing to it and that such other party may use the same personnel to provide those services to others in the same industry and to develop new products and services; provided, nothing shall relieve such other party (or its personnel) from their respective obligations to comply with the terms of this Agreement.

# No license under or other rights to any Confidential Information of the Disclosing Party or any intellectual property rights therein, including but not limited to the Disclosing Party’s patents, copyrights and trade secrets, are intended to be granted hereunder by the Disclosing Party or are otherwise acquired hereunder by the Receiving Party in any respect whatsoever.

# Each party agrees that for a period of two (2) years after the date of this Agreement, without the prior written consent of the other party, such party will not directly or indirectly solicit for employment or employ any person employed by the other party who became known to such party as a result of or otherwise in connection with the Purpose of this Agreement. For the purposes of this paragraph, the use of general non-targeted employment advertising shall not be deemed to be direct or indirect solicitation. It is also agreed that any employee who has been dismissed by or resigned from a party at least six months prior to any solicitation may be freely solicited and employed by the other party.

# The parties acknowledge that remedies at law may be inadequate to protect against a breach or threatened breach of this Agreement, and each party hereby agrees in advance to the granting of injunctive relief in the non-breaching party's favor without proof of actual damages, and without any requirement for any bond or surety, in the event of any such breach or threatened breach of this Agreement by the breaching party and/or its Representatives.  Such remedy shall not be deemed to be the exclusive remedy for breach or threatened breach of this Agreement by a party or its Representatives, but shall be in addition to all other remedies available to the non-breaching party at law or equity.

#  If as of the date of this Agreement the parties are **not** subject to any other instrument or agreement that provides for the protection of their respective confidential information, whether via a service agreement, license agreement or otherwise (an “Existing Agreement”), then this Agreement does and shall set forth the entire agreement and understanding between the parties as to the subject matter hereof.

## If as of the date of this Agreement the parties **are** subject to an Existing Agreement that provides for the protection of their respective confidential information, then this Agreement shall be deemed to (and shall) supplement such Existing Agreement (and the confidentiality provisions therein), but this Agreement shall not limit or be deemed a limitation on each party’s respective obligations with respect to the confidential information of the other party as set forth in the Existing Agreement, and the terms and conditions of the Existing Agreement shall control in the event of any conflict with the terms and conditions of this Agreement.

# Except as otherwise expressly set forth herein, the parties’ respective obligations under this Agreement shall remain in effect for and terminate three (3) years after the date hereof; provided, however, that no such termination shall relieve the parties from their respective responsibility and/or liabilities in respect of any breach of this Agreement prior to the effective date of such termination.

# This Agreement will be governed by the laws of the Commonwealth of Pennsylvania or, if any services to be provided by Expedient to Company further to the Purpose will be provided in a state other than Pennsylvania, the laws of such other state, with the exception of its conflict of laws provisions to the extent that any such provisions would dictate that the substantive laws and/or courts of any jurisdiction other than those of Pennsylvania (or such other state) apply. If any provision of this Agreement shall for any reason be held invalid, unenforceable or illegal in any respect, such invalidity, unenforceability or illegality shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such invalid, unenforceable or illegal term or provision had never been contained therein.

# This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of each party. This Agreement may be executed in multiple counterparts and by each party on a separate counterpart, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Company and Expedient have caused this Agreement to be signed in its name and on its behalf by its representative there unto duly authorized as of the date first mentioned above.

**COMPANY: EXPEDIENT:**

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| --- | --- |
| By:  | By: **Continental Broadband, LLC** |
|  |  |
| Name:  | Name:  |
|  |  |
| Title:  | Title:  |
|  |  |
| Date:  | Date:  |