



## Non-Disclosure Agreement

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into by and between **iland Internet Solutions Corporation**, a Texas corporation and its affiliates (collectively referred to as "**iland**") and you or the entity you represent ("**You**") (each being a "Party" or collectively "Parties"). This Agreement takes effect when You acknowledge acceptance of this Agreement by clicking "I Accept" or clicking the link presented with these terms (the "**Effective Date**").

**1. Disclosure.** The Parties intend to engage in discussions concerning a potential business relationship (the "Proposed Relationship"). In connection therewith, the Parties may disclose to each other technical, financial and/or other information, material, or data which is written, oral or in any other form, electronic or otherwise (collectively "Information") which is considered confidential and proprietary.

**2. Confidential Information.** "Confidential Information" means (a) any Information, that is marked as confidential, proprietary or with a similar legend, or Information that a Party should reasonably believe to be confidential based upon its content, disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party"), including, without limitation, (i) any materials, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the Disclosing Party, (ii) personal data (as defined in applicable privacy laws) in the jurisdictions which are relevant to the Proposed Relationship and (iii) any information, material or data provided by third Party vendors of the Disclosing Party; and (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on the Confidential Information disclosed by the Disclosing Party.

**3. Public Information.** Notwithstanding any other provision of this Agreement, Information shall not be, or shall cease to be, Confidential Information hereunder: (a) if such Information is known to the Receiving Party, without restriction, prior to disclosure thereof by the Disclosing Party, as demonstrated by written records in existence at the time of disclosure; (b) after such Information is published or becomes available to others, without restriction and without breach of this Agreement by the Receiving Party; (c) after such Information becomes available to the Receiving Party from others who are not known, or reasonably should have been known, by the Receiving Party to be in breach of any obligation to hold such Information in confidence; or (d) if such Information is developed by the Receiving Party independent of any disclosure of such Information by the Disclosing Party and without any use of the Confidential Information of the Disclosing Party, as demonstrated by written records created at the time of such independent development.

**4. Non-Disclosure Obligation.** Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party agrees (a) not to disclose the Confidential Information for a period of three (3) years following the Term of this Agreement; (b) to use the same degree of care and diligence to protect such Confidential Information from disclosure to others as such Party employs or should reasonably employ to so protect its own information of like importance (but in no event less than reasonable care); (c) not to use, reproduce or copy the Confidential Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Relationship; (d) to comply with applicable data privacy laws in relation to processing any personal data that it has or gains access to in connection with the Proposed Relationship; and (e) to immediately notify the Disclosing Party upon discovery of any loss or



unauthorized disclosure of the Confidential information by the Receiving Party. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to such of the Receiving Party's employees, consultants and agents (collectively "Receiving Party Representative") which the Receiving Party reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Relationship, provided such Receiving Party Representative is informed of this Agreement and agrees to be bound by the terms hereof, and the Receiving Party uses best efforts to cause the Receiving Party Representative to observe the terms of this Agreement. The Receiving Party can only disclose the Disclosing Party's Confidential Information to a Customer if the Receiving Party has both of the following at the time the information is shared: (1) a non-disclosure agreement in place with that Customer and (2) written permission to share the information from the Disclosing Party. If iland is the Disclosing Party and the Receiving Party wishes to share iland Confidential Information with a Customer, the Receiving Party shall send the request for permission, which shall include the name of the Receiving Party's Customer, to [compliance.management@iland.com](mailto:compliance.management@iland.com). The Receiving Party agrees that a breach of this Agreement by a Receiving Party Representative shall constitute a breach of this Agreement by the Receiving Party. In the event that the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Information, the Receiving Party agrees that it will provide the Disclosing Party with prompt notice of such request(s) to enable the Disclosing Party to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Information, and in the event such protection is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party agrees that it will furnish only that portion of the Confidential Information which it is legally required.

**5. No Additional Rights.** The Receiving Party shall not have any rights or obligations respecting the Confidential Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Disclosing Party or its third party vendors; and (b) neither Party shall be obligated to disclose Information to the other Party or to enter into any further agreements relating to the Proposed Relationship or Information. A Party may terminate discussions regarding the Proposed Relationship at any time. The Receiving Party shall, upon written request of the Disclosing Party, either return to the Disclosing Party all Confidential Information, including all copies thereof, disclosed hereunder or provide the Disclosing Party with written notice, executed by an authorized signatory, that the requested Confidential Information has been destroyed. The Receiving Party's obligations under this Agreement respecting the Confidential Information shall survive termination of said discussions in accordance with the terms of this Agreement.

**6. Injunctive Relief.** Both Parties acknowledge and agree that the Disclosing Party and/or its third party vendors (as the case may be) own all rights, title and interest in the Confidential Information. Both Parties further acknowledge and agree that the unauthorized disclosure of the Confidential Information will cause irreparable harm to the Disclosing Party. As a result of the unique nature of the Confidential Information, in addition to all other remedies available, the Disclosing Party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce the Receiving Party's obligations hereunder.

**7. Term.** Either Party may terminate this Agreement by providing the other Party thirty (30) days written notice of its intent to terminate. The confidentiality obligations under this Agreement shall survive such termination pursuant to the terms of this Agreement. Unless



terminated as set forth above, the term of this Agreement shall be for a period of three (3) years from the Effective Date above.

**8. Other Provisions.** The Parties further agree that: (a) this Agreement shall be governed by the laws of the State of Texas; (b) this Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both Parties; (c) a Party may waive any rights under this Agreement only by written waiver duly signed by such Party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (d) the rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party, and this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, (e) no provision of this Agreement shall affect, limit or restrict either Party's right to engage in any business in any place and at any time, whatsoever, provided the Receiving Party does not use, reproduce, copy or disclose the Confidential Information in violation of this Agreement; (f) each Party agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the Proposed Relationship except as may be required by law; (g) neither Party makes any representations or warranties as to the accuracy or completeness of any Information disclosed hereunder; (h) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (i) all notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a Party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such Party set forth below; (j) this Agreement may be executed in counterparts; and (k) Signatures or other forms of acknowledgement of acceptance of the terms herein that are exchanged electronically are effective for all purposes hereunder to the same extent as original signatures.