**Non-Disclosure Agreement**

**(Standard)**

This Non-Disclosure Agreement ("agreement") is between the parties signing below. “We,” “us” and “our” refer to both of the parties signing below and our respective affiliates.

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| --- | --- |
| **SecondPartyName AND ITS AFFILIATES**: | **ADATUM CORPORATION AND ITS AFFILIATES** |
| SecondPartyAddress | |  |  | | --- | --- | |  | 6789 Main St  Buffalo, NY 98052 | |  |  | |
| Sign: | Benjamin Stuart |
| SecondPartySignatoryName | Benjamin Stuart |
| SecondPartySignatoryTitle | Assistant General Counsel |
| Date: | YourOrganizationSignatureDate |

For information about this agreement, contact YourOrganizationContactName

1. **The purpose of this agreement.** This agreement allows us to disclose confidential information to each other, to our own affiliates and to the other’s affiliates, under the following terms. An “affiliate” is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. “Control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **Confidential information.**
   1. **What is included.** "Confidential information" is non-public information, know how and trade secrets in any form that:   
      * Are designated as “confidential”; or
      * A reasonable person knows or reasonably should understand to be confidential.

* 1. **What is not included**. The following types of information, however marked, are not confidential information. Information that:   
     + Is, or becomes, publicly available without a breach of this agreement;
     + Was lawfully known to the receiver of the information without an obligation to keep it confidential;
     + Is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or
     + Is independently developed.

1. **Treatment of confidential information.**

* 1. **In general.** Subject to the other terms of this agreement, each of us agrees:
     + We will not disclose the other’s confidential information to third parties; and
     + We will use and disclose the other’s confidential information only for purposes of our business relationship with each other.
  2. **Security precautions**.   Each of us agrees:
     + To take reasonable steps to protect the other’s confidential information. These steps must be at least as protective as those we take to protect our own confidential information;
     + To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information;  and
     + To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.
  3. **Sharing confidential information with affiliates and representatives.**
     + A “representative” is an employee, contractor, advisor or consultant of one of us or one of our respective affiliates.
     + Each of us may disclose the other’s confidential information to our representatives (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must:
       - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
       - accept responsibility for each representative’s use of confidential information.

d. **Disclosing confidential information if required to by law.** Each of us may disclose the other’s confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior written notice to provide a reasonable chance to seek a protective order.

1. **Length of confidential information obligations.**

* + 1. **Termination.**  This agreement continues in effect until one of us terminates it. Either of us may terminate this agreement for any reason by providing the other with 30 days’ advance written notice. Termination of this agreement will not change any of the rights and duties made while this agreement is in effect.

* + 1. **No other use or disclosure of confidential information**. Except as permitted above, neither of us will use or disclose the other’s confidential information for five years after we receive it. The five-year time period does not apply if applicable law requires a longer period.

1. **General rights and obligations.**

* + 1. **Law that applies; jurisdiction and venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. If federal jurisdiction exists, of the federal and state courts located in New York, New York, for the resolution of any disputes arising out of or relating to this Agreement. Each party waives any objection to the laying of venue in such courts and agrees not to plead or claim that any such court is an inconvenient forum. Service of process in any such proceeding may be made by mailing or delivering a copy of the process to the party at its address set forth in this Agreement, or by any other method permitted by law.
    2. **Compliance with law.**  Each of us will comply with all export laws that apply to confidential information.

* + 1. **Waiver.** Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

* + 1. **Money damages insufficient.** Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may seek court orders to stop confidential information from becoming public in breach of this agreement.

* + 1. **Attorneys’ fees.**  In any dispute relating to this agreement the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

* + 1. **Transfers of this agreement.** If one of us transfers this agreement, we will not disclose the other’s confidential information to the transferee without the other’s consent.

* + 1. **Enforceability.** If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain in place.

* + 1. **Entire Agreement.** This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship (“other contracts”). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information. It replaces all other agreements and understandings regarding confidential information.