

## Verizon Non-Disclosure Agreement

SIGNED for and on behalf of the Company	SIGNED for and on behalf of Verizon
Signature:	Signature:
Name: Pugazh	Name:
Title: Pugazh	Title:
Date:	Date:

Valid if signed and submitted to Verizon by 19 December 2014.

Agreement between "Verizon", which means Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and the affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services"), having an office at One Verizon Way, Basking Ridge, NJ 07920, USA and any other Verizon affiliates identified in the Guide, and Sanity\_test, having an office at Test, test, Test, 65125, US (the "Company"), effective as of 19 June 2014.

"Guide" means the online Service Publication and Price Guide, which contains Service product descriptions, definitions, terms and conditions, and pricing, and is accessible on Verizon's internet website ([www.verizonbusiness.com/guide](http://www.verizonbusiness.com/guide)) (or at such other URL as may be designated by Verizon from time to time). Verizon reserves the right to modify the Guide from time to time, as specified in the Guide.

### Parties

<b>Company:</b> Sanity_test	<b>Verizon:</b> Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and the affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services")
<b>Registered Office Address:</b> Test test Test, 65125 US	<b>Registered Office Address:</b> One Verizon Way Basking Ridge, NJ 07920 USA
<b>Registered No.:</b> NA	<b>Registered No:</b> Not applicable
<b>Additional Legal Entity Information (if applicable):</b>	<b>Additional Legal Entity Information (if applicable):</b> Not applicable
<b>Address for Notices:</b> Test test Test, 65125 US	<b>Address for Notices:</b> 6415-6455 Business Center Drive Highlands Ranch, CO 80130 Attn: Customer Service Email: <a href="mailto:notice@verizon.com">notice@verizon.com</a>

**WHEREAS**, for the purpose as stated in Section 2 below, Verizon and the Company (collectively referred to as the "**Parties**" and individually referred to as a "**Party**") have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party ("**Owner**") may disclose to the other Party ("**Recipient**").

**NOW, THEREFORE**, the Parties agree as follows:

## 1. Definitions.

- 1.1 **"Confidential Information"** means any and all information (in whatever form) designated as confidential by the Owner by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the Owner (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself, and that (i) relates to purposes stated in Section 2 below or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties' discussions or communications in that regard; (ii) relates to the Owner's customers, suppliers, products, services, developments, financial information, processes, schematics, technology, sales statistics, pricing information, market intelligence, marketing and other business strategies, trade secrets, know-how or personnel; and (iii) is received by the Recipient from the disclosing party during the term of this Agreement. Confidential Information may be disclosed in written or other tangible form (including on magnetic or optical media) or by oral, visual or other means. In order to be considered Confidential Information of the Owner, the Owner must summarize orally disclosed Confidential Information in a writing that is provided to the Recipient within 10 days of initial oral disclosure by the Owner.
- 1.2 The term **"Affiliate"** means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.
- 1.3 The term **"Representatives"** shall mean in respect of each Party, its Affiliates and the directors, officers, employees, attorneys, consultants, and other agents and advisors of each Party and its Affiliates.
2. **Purpose.** For a period of 2 years from the date of original disclosure, a Recipient of Confidential Information may use the Confidential Information only for the purpose of responding to and having further discussion in relation to an RFP issued by the Company.
3. **Use.** For a period of 2 years from date of original disclosure, Recipient shall 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 Confidential Information received hereunder to its Representatives who have a need to know for the purpose of this Agreement, provided that such Representatives agree, in advance, in writing, to be bound by confidentiality provisions at least as protective of Owner's Confidential Information as those contained in this Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner. Recipient shall be responsible for any breach of such confidentiality provisions by such Representatives unless such confidentiality provisions expressly permit the Owner to enforce the confidentiality provisions as a third party beneficiary.
4. **Exclusions.** The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - a. is or becomes publicly known without breach of this Agreement;
  - b. was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient;
  - c. is developed by Recipient independently of and without reference to any of Owner's Confidential Information or other information that Owner disclosed in confidence to any third party;
  - d. is lawfully obtained by Recipient from third parties authorized to make such disclosure without restriction;
  - e. is identified by Owner as no longer proprietary or confidential;
  - f. is comprised of aggregated customer security-related statistical information, or other aggregated customer security-related information (including, for example, information regarding security vulnerabilities, security configurations or financial statistics), insofar as such information does not identify the Owner or customer.
5. **Required Disclosures.** In the event Recipient is required by law, regulation or court order to disclose any of Owner's Confidential Information, Recipient will (except as prohibited by law, regulation or court order) promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner contesting the requirement and/or seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner in contesting the requirement and/or seeking such order or other remedy. Recipient further agrees that if Owner 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.
6. **Return of Confidential Information.** 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 Owner. All such information in tangible form shall be returned to Owner or destroyed within 30 days of written request, and shall not thereafter be retained in any form by Representatives; provided however that a Party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes as may be required by law or regulation, subject to the second sentence of Section entitled "Term" below.
7. **Intellectual Property.** No licenses or rights under any patent, copyright, trademark, or trade secret or any other intellectual property rights are granted or are to be implied by this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the purpose under this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.

8. **Representations and Warranties.** Owner shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement. **CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED AS-IS. TO THE EXTENT PERMITTED AT LAW, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER WITH RESPECT TO CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.**
9. **Term.** This Agreement shall become effective as of the date first written above and shall automatically expire one (1) year thereafter, provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of Recipient's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.
10. **Remedies.** The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement may result in irreparable injury to Owner for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to seek specific performance and injunctive or other equitable relief (to which Recipient will not object) as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
11. **Assignment.** Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
13. **Miscellaneous.** This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements with respect to the subject matter of this Agreement; (b) may not be amended or in any manner modified or waived except by a written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of New York without regard to its choice of law provisions.
14. **Severability.** If any provision of this Agreement is found to be unenforceable by a court or other tribunal of competent jurisdiction, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.