

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this “Agreement”) dated **January 12, 2022** (the “Effective Date”) is entered into between **Digital Infuzion, Inc.**, (“Digital Infuzion”) a **Delaware** corporation with its principal place of business at 656 Quince Orchard Road, Suite 300, Gaithersburg, Maryland 20878, and **Blue Dog, Inc.**, a **Maryland** corporation with its principal place of business at 10936 Pebble Run Drive, Silver Spring, MD, 20902 (“Recipient”).

### **1. Background**

Digital Infuzion and Recipient intend to engage in discussions and negotiations concerning the establishment of a business relationship between them regarding the Recipient providing to Digital Infuzion proposal development services in connection with Digital Infuzion strategic bids within the U.S. Federal Government, including but not limited to the Department of Health and Human Services (HHS), U.S. Department of Agriculture (USDA) and other Federal agencies, bodies and other governmental and civilian groups within the U.S. Federal Government. In the course of such discussions and negotiations, it is anticipated that Digital Infuzion may disclose or deliver to the Recipient certain of its trade secrets or confidential or proprietary information for the purpose of enabling Recipient to evaluate the feasibility of such business relationship. The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, Digital Infuzion and Recipient together are referred as “Parties.”

### **2. Proprietary Information**

As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by Digital Infuzion (whether by letter or by the use of an appropriate proprietary stamp or legend), or designated as such by Digital Infuzion orally, telephonically, visually, electronically or by any other means, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by Digital Infuzion to the Recipient.

### **3. Disclosure of Proprietary Information**

For a period of five (5) years from the later of (a) the date of the last disclosure of Proprietary Information hereunder or (b) the termination of this Agreement pursuant to Section 6 below, the Recipient shall hold in confidence, and shall not disclose to any person outside its organization, any Proprietary Information. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of Digital Infuzion. The Recipient agrees to exercise at least the same degree of care as it uses with regard to its own Proprietary Information in protecting Digital Infuzion’s Proprietary Information, but in no event less than a reasonable degree of care. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization and/or to its authorized agents or affiliates, in all such cases who have a need to know such Proprietary Information in the course of the performance of their duties, who are bound to protect the confidentiality of such Proprietary Information and Digital Infuzion has provided written consent for such disclosure (each, a “Representative”). The Recipient hereto agrees (i) to obtain the written agreement of its

Representative(s) to protect the confidentiality of such Proprietary Information, and (ii) that Recipient is responsible for all violations of this Agreement by its Representative(s).

#### **4. Limitation on Obligations**

The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;
- (b) is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation, as evidenced by written record;
- (c) becomes known to the Recipient through disclosure by sources other than Digital Infuzion having the legal right to disclose such Proprietary Information;
- (d) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information, as evidenced by written record;
- (e) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to Digital Infuzion and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure; or
- (f) is made available, without confidentiality restrictions, to a third party by Digital Infuzion or by someone acting under Digital Infuzion's authority or control.

The burden of proving the applicability of any of these exceptions to Proprietary Information resides with the Recipient.

#### **5. Ownership of Proprietary Information**

The Recipient agrees that Digital Infuzion is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. The Recipient shall not copy or reproduce, in whole or in part, any received Proprietary Information except as is necessary to fulfill the purposes of this Agreement. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

#### **6. Effective Date/Termination/Return of Documents**

This Agreement is made effective on the Effective Date and may thereafter be terminated by either party upon providing the other party with a thirty (30) calendar days' written notice of its intention to terminate.

The Recipient shall return to Digital Infuzion or destroy, at Digital Infuzion's option, any Proprietary Information it has received hereunder, along with all drawings, documents and other tangible manifestations which may contain Digital Infuzion's Proprietary Information (along with all copies and reproductions thereof); provided, however, that Recipient may retain a copy of such Proprietary Information for archival purposes with the written permission of Digital Infuzion. Archived copies

remaining on Recipient's standard computer back-up devices may only be accessed after termination of this Agreement for the purposes designated in the written permission of Digital Infuzion. The Recipient shall cause one of its duly authorized officers to certify in writing to Digital Infuzion that the requirements of the first sentence of this paragraph have been satisfied in full.

The rights and obligations set forth in Sections 3, 4, 5, 6, 7 and 8 with respect to Proprietary Information supplied hereunder prior to termination of this Agreement shall survive such termination.

## **7. Further Covenants and Protections**

Recipient covenants to:

- (a) Store any tangible Proprietary Information on-site in secured containers or offices of Digital Infuzion. If work is being performed at any off-site (outside Digital Infuzion corporate offices) locations, Proprietary Information will be secured in appropriately safeguarded containers.
- (b) Ensure that any safeguards for the storage of Proprietary Information on a laptop or other device are maintained and updated as required by applicable laws and regulations and Digital Infuzion policy.
- (c) Grant access to Proprietary Information only to known employees of Digital Infuzion solely on a "need to know" basis, or to other persons designated in writing by Digital Infuzion.
- (d) Report in writing to the Digital Infuzion project manager to whom I am assigned (or the Digital Infuzion personnel who provided me with Proprietary Information) all incidents in which unauthorized persons may have gained access to any Proprietary Information entrusted to me.

The undersigned representative of Recipient understands that the provisions of applicable laws and regulations of the United States and Maryland, including but not limited to the Maryland Uniform Trade Secrets Act, can subject the Recipient to criminal penalties for any violation of such laws and regulations. Further, I understand that Digital Infuzion reserves the right to take legal and disciplinary action, including but not limited to termination of the consulting arrangement and injunctive relief, for violations of this Agreement. I also understand and agree that this Agreement supplements any other confidentiality agreements in place between Recipient and Digital Infuzion and, in the event of a conflict between or among any such agreements, the more stringent provisions shall apply.

Please initial that you have read, understand and agree to comply on behalf of the Recipient with Section 7 of this Agreement:

TCT  
Initials of Recipient

## 8. **Miscellaneous**

- (a) This Agreement supersedes all prior agreements, written or oral, between Digital Infuzion and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by Digital Infuzion and the Recipient.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Maryland and of the courts of the United States of America located in Maryland over any actions, suits or proceedings arising out of or relating to this Agreement. No failure or delay by Digital Infuzion 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.
- (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause Digital Infuzion substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, Digital Infuzion shall have the right to seek specific performance and other injunctive and equitable relief. The Recipient agrees to immediately notify Digital Infuzion of any such unauthorized disclosure once the Recipient becomes aware of such disclosure.
- (e) The Recipient shall not remove any proprietary, copyright, semiconductor chip protection, trade secret, or other proprietary rights legends from any form of received Proprietary Information. At the written request of Digital Infuzion, the Recipient will modify or add any proprietary rights legend to the Proprietary Information.
- (f) Neither party has any obligation under or by virtue of this Agreement to purchase or furnish to the other party any products or services, or to enter into any other agreement.
- (g) Neither party will infer or state to any third party that the other party's receipt or disclosure of Proprietary Information under this Agreement in any way constitutes an endorsement or acceptance of the other party's products or future products.
- (h) Nothing in this Agreement shall restrict either party's discretion to transfer or assign its personnel, provided the confidentiality obligations of this Agreement are met.
- (i) Except as expressly set forth in this Agreement, no patent, copyright, trade secret, or trademark licenses or any other rights, express or implied, shall be granted by this Agreement. All inventions independently made heretofore or hereafter by Digital Infuzion without use of Proprietary Information received under this Agreement shall remain the exclusive property of Digital Infuzion
- (j) DIGITAL INFUZION DOES NOT MAKE ANY WARRANTIES regarding the accuracy of Proprietary Information disclosed under this Agreement, nor accepts any responsibilities for any

expenses, losses or actions incurred or undertaken as a result of the receipt or reliance upon such Proprietary Information.

- (k) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision or provisions shall be deemed to be reformed to such extent and in such respects as may be necessary to be valid, legal, and enforceable, and the remaining provisions of this Agreement shall not in any way be adversely affected or impaired thereby.

EXECUTED as a sealed instrument as of the Effective Date.

Accepted by:

**Company Name:** **Digital Infuzion, Inc.**

**Signature:**

**Name:** Rebecca L. Landon

**Title:** Corporate Counsel

**Date:** January 12, 2022

**Address:** 656 Quince Orchard Road

Suite 300

Gaithersburg, MD 20878

**Company Name:** **Blue Dog, Inc.**

**Signature:**

**Name:** Tom Termini

**Title:** Managing Director

**Date:** 12-Jan-2022

**Address:** 10936 Pebble Run Drive

Silver Spring, MD 20902