**NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT (the **"Agreement"**) is effective as of 06/10/2019 by and between Media Transformers (**"Discloser"**), located at 26 Danielle Court, Mays Landing, New Jersey 083300, and Warren County School District (**"Recipient"**), located at 6820 Market Street Russell, Pennsylvania 16345 (Discloser and Recipient together are the **"Parties,"** each a **"Party"**).

1. **Confidential Information. "Confidential Information"** means all proprietary, financial, business, legal, technical, or other information of Discloser or Discloser's affiliates, employees, customers, or suppliers previously or subsequently disclosed by or on behalf of Discloser to Recipient not generally known to third parties, including, without limitation, all information, whether in tangible or intangible form, (i) disclosed pursuant to this Agreement for purposes of evaluating or engaging in potential or continuing projects or business activities between the Parties; (ii) related to Discloser's existing or contemplated proprietary inventions, discoveries, technologies, prospects, patentable ideas, or trade secrets; (iii) marked or otherwise identified as confidential at the time of disclosure or designated as such in a written memorandum delivered to Recipient within 30 days thereafter; (iv) that by its nature would be understood by a reasonable person to be proprietary or confidential under the circumstances; or (v) information received by Discloser from others that Discloser has an obligation to treat as confidential. All such information will be treated as Confidential Information regardless of whether it is designated as confidential at the time of its disclosure. This Agreement will not prohibit any disclosure that is required by law or court order, provided that Recipient has not intentionally taken actions to trigger such required disclosure.
2. **Obligations.** In consideration for Recipient's receipt of Confidential Information or other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows: (i) to not disclose Confidential Information to third parties without Discloser's express prior written consent and to maintain the confidentiality of the Confidential Information in good faith while exercising reasonable precautions to prevent any unauthorized access, use, or disclosure; (ii) to only use Confidential Information for the purposes for which it was provided or in order to evaluate potential or continuing projects or business activities between the Parties and in performance of any resulting arrangements; (iii) to not disclose Confidential Information to Recipient's employees, officers, parent company, or majority-owned subsidiaries, if any, except on a need-to-know basis for purposes permitted hereunder; (iv) to not copy, modify, reverse engineer, or independently derive Confidential Information, or attempt to do so, except for purposes permitted hereunder; (v) to immediately notify Discloser if Recipient becomes aware of any possible unauthorized use, disclosure, or misappropriation of Confidential Information; and (vi) to immediately notify Discloser of any court order compelling disclosure of Confidential Information and will cooperate with Discloser in contesting or minimizing such disclosure. Each party will be responsible for any breach of its obligations hereunder by its respective employees or agents.

Notwithstanding any provision of this Agreement to the contrary, Recipient may publicly disclose the terms and conditions of this Agreement and the separate Scope of Work/Agreement between the parties hereto dated May 28, 2019, as part of the regular approval process utilized by the Board of School Directors, including, but not limited to, attaching the Agreements to an agenda for adoption at a public meeting of the Board of School Directors and the public maintenance of such agenda items as may be the practice of the Recipient.

## The parties hereto acknowledge and agree that the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104, applies to this Agreement, the separate Scope of Work/Agreement between the parties hereto dated May 28, 2019, and to the Confidential Information and that Recipient is legally required to disclose any information that is a public record under the Right-to-Know Law. Upon notification to Discloser that the Recipient has received a request for records under the Right-to-Know Law, Discloser shall fully assist the Recipient in responding to the request. Such assistance shall include, at a minimum, providing the Recipient, within three (3) business days, access to, and copies of, any document or information in Discloser’s possession that the Recipient deems a public record (“Requested Information”) and providing such other assistance as the Recipient may reasonably request. If Discloser fails to provide the Requested Information to the Recipient within the required time period, the failure shall be considered an event of default, and Discloser shall pay, indemnify and hold the Recipient harmless for any damages, penalties, costs, detriment or harm that the Recipient may incur as a result of Discloser’s failure/default, including, but not limited to, reasonable attorney’s fees incurred by the Recipient in the administration of the Right-to-Know Request and any appeal or court action resulting therefrom.

## Discloser hereby notifies Recipient that the Confidential Information contains trade secrets and/or confidential proprietary information as those terms are defined by the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101, et seq., and that, per section 707 of the Right-to-Know Law, Discloser must be notified of any request by a third party for access to any Confidential Information. In such an event, Discloser shall issue its legal position and any suggested redactions to Recipient, which Recipient shall consider when responding to the request. In the event that a requester appeals the Recipients determination to the Office of Open Records, and to any successive reviewing court, Discloser agrees to intervene in the appeal and defend the final response issued by the Recipient.

1. **No Warranties or Licenses.** Confidential Information is provided to Recipient on an **"As-Is"** basis. DISCLOSER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. All of Discloser's title and rights in and to its Confidential Information will remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Confidential Information hereunder (i) obligates the Discloser to disclose Confidential Information, (ii) obligates the Parties to transact or contract with each other, (iii) limits the Parties from entering into business relationships with third parties, or (iv) grants Recipient any right or license under any copyright, patent, trade secret, or other intellectual property right. Nothing herein creates a joint venture or other business association between the parties.
2. **Term; Remedies.** The rights and obligations of the Parties under this Agreement will continue indefinitely from the effective date and will survive the expiration or termination, for any reason, of any other contractual relationship between the Parties that may occur while this Agreement is in effect. Recipient agrees to immediately return or destroy all Confidential Information, including copies thereof, upon termination of this Agreement or Discloser's written request. Recipient acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Discloser for which money damages may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of this Agreement, Discloser is entitled to seek injunctive relief in addition to any other rights or remedies available at law, in equity, or by statute.
3. **General.** This Agreement represents the entire Agreement between the Parties and may not be modified other than in a signed writing by both Parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then that provision will be considered removed from this Agreement and the remaining provisions will continue to be valid or limited according to the intentions of the Parties. The failure by Discloser to enforce a breach of this Agreement by Recipient will not be considered as a waiver of rights with respect to any subsequent breach by Recipient. This Agreement will be governed by and construed in accordance with the laws of New Jersey. All disputes will be resolved by a court of competent jurisdiction therein. Any notice hereunder will be effective upon receipt and must be provided in writing and delivered to the address stated above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly signed the attached NON-DISCLOSURE AGREEMENT, effective 05/15/2019.

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| **MEDIA TRANSFORMERS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Warren County School District**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 ATTEST:

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 Printed Name:

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 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_