

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____, a _____ having a principal place of business at _____ (“PROVIDER”) and ConnectME Authority, a body corporate and politic and a public instrumentality of the State of Maine established pursuant to 35-A M.R.S.A. § 9203 (the “AUTHORITY”) and James W. Sewall Company, a corporation organized under the laws of the State of Maine and having a principal place of business at 136 Center Street, Old Town, Maine 04419 (“SEWALL”) (AUTHORITY and SEWALL individually or collectively referred to as “RECIPIENTS”) (PROVIDER AND RECIPIENTS collectively referred to as the “Parties”).

Recitals

WHEREAS, the National Telecommunications and Information Administration (the “NTIA”) of the United States Department of Commerce has been charged by Congress under the America Recovery and Reinvestment Act of 2009 (the “ARRA”) and the Broadband Data Improvement Act (the “BDIA”) to develop and maintain a comprehensive, interactive, and searchable nationwide inventory map of existing broadband service capability and availability in the United States that depicts the geographic extent to which broadband service is deployed and available from a commercial or public provider throughout each state (the “Data”); and

WHEREAS, the AUTHORITY is responsible for developing and maintaining the Data for the State of Maine and for serving as a conduit for the Data to the NTIA; and

WHEREAS, SEWALL is contracted by the AUTHORITY to undertake the initial mapping and to consult with the AUTHORITY on how best to update and maintain the Data going forward; and

WHEREAS, the PROVIDER has trade secrets and commercial or financial information relating to the location, type, and technical specifications of infrastructure owned, leased, or used by PROVIDER, which is included in the Data (the “PROVIDER Information”); and

WHEREAS, the PROVIDER has agreed to provide PROVIDER Information to SEWALL and/or the AUTHORITY pursuant to the requirements of the ARRA and the BDIA for use by the NTIA.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As requested in writing by PROVIDER, RECIPIENTS agree to hold in absolute and strict confidence and shall not disclose or reveal in any manner or form to any entity other than the NTIA any PROVIDER Information identified as confidential that identifies (i) the location, type, and technical specifications of infrastructure owned, leased, or used by PROVIDER or (ii) explicitly identifies PROVIDER in relation to its specific service area or at a specific service location (collectively, the “Confidential Information”), whether such disclosure was made orally, in writing, or in any other form, without prior written permission from PROVIDER.

Notwithstanding the foregoing, Confidential Information shall not include the following:

- (a) information that now is or hereinafter becomes publicly known or available otherwise than through unauthorized disclosure by RECIPIENTS;
- (b) information that was in RECIPIENTS' possession at the time of disclosure and was not acquired, directly or indirectly, from PROVIDER;
- (c) information that RECIPIENTS received in good faith from a third party who is not under a similar restriction of confidentiality and having a right to disclose the Confidential Information; or
- (d) information that is required to be disclosed pursuant to applicable law or judicial or administrative action or proceeding, including the Freedom of Information Act requirements.

2. RECIPIENTS agree not to use for any purpose the Confidential Information except as provided for under the ARRA and the BDIA, without prior written permission from PROVIDER.

3. This Agreement shall be governed by the laws of the State of Maine and applicable federal law, except for the State of Maine's conflict-of-laws provisions, as applicable. The Parties to this Agreement each specifically consent to jurisdiction in Maine in connection with any dispute between the Parties arising out of this Agreement or pertaining to the subject matter hereof, with venue being in a court of competent jurisdiction located in Penobscot or Kennebec County, Maine, United States of America.

4. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and assigns.

5. This Agreement constitutes the complete and exclusive agreement of the Parties hereto with respect to the matters set forth herein. The terms of this Agreement may not be modified or amended except by an instrument in writing signed by each of the Parties hereto.

6. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

7. This Agreement may be executed in counterparts and each Party hereto may execute each such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when all counterparts taken together shall have been executed and delivered by all Parties. Execution and delivery of this Agreement may be made by facsimile transmission, and each Party agrees that the delivery of the Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

WITNESSED BY:

PROVIDER

By: _____
Title: _____

ConnectME Authority

By: _____
Title: _____

James W. Sewall Company

By: _____
Title: _____