



Mutual Nondisclosure Agreement

This Nondisclosure Agreement (this "Agreement"), effective the ____ day of _____, 20____ (the "Effective Date"), is hereby entered into by and between _____, with its principal place of business at _____, ("Contractor"), and **Troy Cablevision, Inc. d/b/a C Spire**, with its principal place of business at **1006 South Brundidge Street, Troy, Alabama 36081** ("Company"). Contractor and Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Purpose.** Contractor and Company wish to explore a business opportunity concerning **any related projects for NTIA Middle Mile Connect Alabama Project for the completion of Inspection Services of new fiber routes as part of the program, reporting, as-builts and other such construction related inspection services as assigned by Company** as a solution for access (the "Relationship") in connection with which either Party ("Discloser") may disclose its Confidential Information (as defined below) to the other Party ("Recipient"). This Agreement is intended to allow the Parties to discuss and evaluate the Relationship while protecting each Party's Confidential Information against unauthorized use or disclosure.

2. **Confidential Information.** "Confidential Information" means any oral, written, graphic or machine-readable information designated in writing by Discloser as confidential, including but not limited to, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of Discloser or its suppliers and licensors. Confidential Information also includes the confidential information of a third party, which is disclosed with the consent of that third party and appropriately marked. Information disclosed orally must be confirmed in writing by Discloser as Confidential Information within thirty (30) days after its disclosure. Notwithstanding the foregoing, non-public information which is not designated, identified and/or confirmed to be proprietary or confidential in writing shall be treated as Confidential Information, if Recipient reasonably should have known such information was Confidential Information within the meaning of this Section.

3. **Nondisclosure.**

(a) Recipient agrees not to use any Confidential Information disclosed to it by Discloser for any purpose other than to carry out discussions concerning and the undertaking of the Relationship. Recipient shall not disclose or permit disclosure of any of Discloser's Confidential Information to any third party. Recipient may disclose Discloser's Confidential Information to Recipient's directors, employees, agents, and consultants who (i) have a need to know the information in connection with their duties, and (ii) are parties to confidentiality agreements with Recipient with terms no less stringent than those in this Agreement. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those authorized to have such information. Such measures shall include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Recipient agrees to notify Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

(b) Recipient shall have no obligations under Section 3(a) with respect to any Confidential Information that:

(i) was in Recipient's possession or was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(ii) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient;

(iii) was independently developed by Recipient without reference to any of Discloser's Confidential Information;

(iv) is or becomes lawfully available to Recipient from a source other than Discloser without breach of any obligation of confidentiality;

(v) is disclosed by Recipient with Discloser's prior written approval; or

(vi) is disclosed by order or requirement of a court, administrative agency, or other governmental body; provided that, however, Recipient shall (A) provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure, and (B) disclose only that portion of the Confidential Information required to comply with such order or requirement.

4. **Return of Materials.** Upon termination of the Relationship, expiration of this Agreement, or written request by Discloser, Recipient shall return to Discloser, or shall destroy in a manner satisfactory to Discloser, all Confidential Information, including any and all copies thereof. The rights and obligations of the Parties under this Agreement shall survive any such return or destruction of Confidential Information.

5. **Term of Agreement.** This Agreement and Recipient's duty to hold Discloser's Confidential Information in confidence shall remain in effect for a period of five (5) years from the date that the Confidential Information is disclosed to Recipient.

6. **Independent Contractors.** The Parties are independent contractors, and nothing in this Agreement shall create any agency, partnership, or joint venture relationship between the Parties.

7. **No IP Rights Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights, licenses or otherwise in any Confidential Information disclosed by either Party, including, but not limited to any patent, copyright, or other intellectual property rights belonging to either Party. All Confidential Information shall remain the property of the Discloser.

8. **No Commitments.** No Confidential Information disclosed under this Agreement may be construed by Recipient as a commitment or assurance that any future products, features, or enhancements will be introduced by Discloser. Recipient acknowledges that: (a) decisions to engage with Discloser are not being made based on timeframes or specifics outlined in any Confidential Information, and (b) decisions to purchase any products would not be affected if Discloser delays or never introduces the future products, features or enhancements detailed in any Confidential Information.

9. **Warranty.** Discloser warrants that it has the right to make disclosures under this Agreement. ALL CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS," AND DISCLOSER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Remedies.** Recipient recognizes and acknowledges that any breach of this Agreement by Recipient may cause Discloser irreparable harm for which monetary damages may be inadequate. Recipient agrees, therefore, that Discloser shall be entitled to an injunction to restrain Recipient from such breach. Nothing in this Agreement shall be construed as preventing Discloser from pursuing any remedy at law or equity for any breach or threatened breach of this Agreement.

11. **No Publicity.** Neither Party shall, without the prior written consent of the other Party, disclose to any other person the existence or terms of this Agreement, the Relationship, or the fact that discussions are taking place between Contractor and Company. Further, neither Party may use the name, logo, trade name, service marks, trade marks, or printed materials of the other Party in any promotional or advertising material, statement, document, press release or broadcast without the prior written consent of the other Party, which consent may be granted or withheld at the other Party's sole discretion.

12. **No Modification.** Recipient shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of Discloser unless permitted in writing by Discloser.

13. **Restrictions on Export.** Recipient shall not export, directly or indirectly, any technical data acquired from Discloser under this Agreement or any product utilizing any such data to any country for which the Government of the United States of America or any government agency requires an export license or other government approval without first obtaining such license or approval.

14. **Entire Agreement.** This Agreement is the product of both of the Parties, constitutes the entire agreement between the Parties pertaining to its subject matter, and supersedes any prior written or oral agreements between the Parties.

15. **Miscellaneous.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Alabama, without reference to its conflicts of laws principles, and any legal proceeding relating to this Agreement shall be brought in the State or Federal courts located in Montgomery County, Alabama. Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted assigns. Any notice required or permitted by this Agreement shall be in writing and effective upon receipt, when sent by confirmed e-mail, delivered in person, or mailed, postage prepaid, to the address of the Party specified above. No failure of either Party to enforce any rights under this Agreement will act as a waiver of such rights. If one or more provisions of this Agreement are held unenforceable, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall remain enforceable. This Agreement may not be modified without the prior written consent of both Parties. The Parties agree that signatures delivered by fax, scan, or other electronic means shall be considered original signatures for all purposes under this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Separate Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

_____ (*Contractor*)

Troy Cablevision, Inc. d/b/a C Spire

By: _____
_____, Owner

By: _____
Jacob T. Cowen, Sr VP & General Manager

Date: ____ / ____ / ____

Date: ____ / ____ / ____