

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) entered into by and between the University of Maryland, the Regents of the University of Michigan, The Board of Regents of the University of Nebraska, by and on behalf of the University of Nebraska-Lincoln, Northwestern University, The Ohio State University, The Pennsylvania State University, Rutgers, The State University of New Jersey, and The Board of Regents of the University of Wisconsin on behalf of the University of Wisconsin-Madison, (each a “Member University”, and collectively “Member Universities”), (each also a “party”, collectively “the parties”).

WHEREAS, the Big Ten Academic Alliance (“Consortium”), an Illinois nonprofit corporation headquartered in Champaign, IL, is an academic consortium of the universities listed in the appendix to this Agreement; and

WHEREAS, each party is a Member of or affiliated with the Consortium; and

WHEREAS, the Consortium has licensed a web application tool from Riskconnect, Inc. (“Riskconnect”) that provides a shared platform for member universities to perform data security assessments of various hardware and software products and services of vendors (each an “Assessment”, collectively “Assessments”), as a part of the Member University’s consideration of whether to purchase such products or services; and

WHEREAS, each Member University agrees to share its Assessments of the products and services with the other Member Universities through Riskconnect, subject to the approval of the vendors of such products or services (each a “Vendor”, collectively “Vendors”), and subject to the terms and conditions set forth herein, for the limited purpose of assessing the capabilities and data security of the hardware and software products and services (the “Purpose”); and

WHEREAS, Vendors who submit information to any Member University for the Purpose and agree to have such Assessments concerning their products and services shared amongst the member Universities are designated as third party beneficiaries of this Agreement.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall be effective as of the date of signing by a member university as to all member universities who are signatories of the Agreement on or before that date.
2. **Term; Termination.** This Agreement shall be in effect until October 30, 2023 (“Initial Term”). Upon the expiration of the Initial Term, the Agreement will automatically renew for consecutive one (1) year periods (each a “Renewal Term”), unless a party provides at least sixty (60) days written notice to the other parties of its intent not to renew.

Any party may terminate their participation in this Agreement at any time upon at least sixty (60) days written notice to the other parties. Following expiration or earlier termination, the obligations of confidentiality in this Agreement shall continue for a period of two (2) years.

3. **Confidential Information.** “Confidential Information” includes any non-public information of Vendors regardless of whether such information is designated as confidential, in any form, whether written, electronic, recorded, visually displayed, or transmitted audibly including

business plans, financial reports, trade secrets, know-how, projections, diagrams, electronic files, research data, computer source codes, technical and scientific information, draft publications, inventions, patent applications, biological materials, discussions related to the Purpose, the existence of the parties relationship, or any other information a person would reasonably expect to be confidential that is disclosed to any Member University by any Vendor prior to or following the Effective Date.

Confidential Information does not include information that:

- a. was in the public domain as of the Effective Date or comes into the public domain during the Term of this Agreement through no fault of any Member University;
 - b. was known to any Member University prior to the Effective Date and was not acquired, directly or indirectly, from a Vendor or a third party under a continuing obligation of confidentiality or limited use;
 - c. is received by any Member University from a third party not under any obligation of confidentiality with respect to the information;
 - d. was lawfully disclosed to any Member University from a third party who did not require the Member University to hold it in confidence or limit its use and who did not acquire it from the Member University under a continuing obligation of confidentiality; or
 - e. is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, for any Member University except the Regents of the University of Michigan, provided that any such Member University except the Regents of the University of Michigan gives the applicable Vendor prior written notice of such disclosure and that University takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.
 - f. is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, for the Regents of the University of Michigan, provided that the Regents of the University of Michigan endeavors to give the applicable Vendor prior written notice of such disclosure and that University takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.
4. Disclosure. Sharing of Assessments, and any Confidential Information contained therein, through Riskconnect amongst Member Universities is subject to the approval of the Vendors of each product or service. Further, each Member University who agrees to receive a shared Assessment agrees that:
- a. The Assessment, and any Confidential Information contained therein, will not be shared outside of the Member University unless disclosure is required by law.
 - b. It will only use the Assessment and the Confidential Information contained therein for the limited purpose of assessing the capabilities and data security of the hardware and software products and services contained in the Assessment and for no other purpose.
 - c. It will keep the Assessment and the Confidential Information contained therein confidential as provided in this Agreement.

- d. Upon the expiration or termination of this Agreement, Member University will destroy the Assessment and the Confidential Information contained therein in accordance with Member's data retention requirements.
 - e. It will accept the Assessment and the Confidential Information contained therein "AS IS" and release the initial sharing Member University and the Vendor from any liability in relation to the Assessment and the Confidential Information contained therein.
 - f. It will be responsible for any unauthorized disclosure of the Assessment and the Confidential Information contained therein while under the Member Universities' possession and control.
5. Use. Each Member University agrees:
- a. It shall not use or disclose Confidential Information in any way other than as provided herein without the prior written consent of the applicable Vendor.
 - b. It shall use the same degree of care it uses with its own confidential information, but in no event less than a reasonable degree of care.
 - c. It may disclose Confidential Information to its employees or agents who have a need to know in order to carry out the Purpose only if they observe the non-disclosure and non-use obligations contained in this Agreement.
6. Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each Vendor that agrees to have any Member University Assessment of its products and services, and any Confidential Information contained therein, shared amongst the other Member Universities shall be an express third-party beneficiary of this Agreement and may enforce the provisions hereof as if it were a party hereto.
7. No Rights. Any Confidential Information shared amongst the Member Universities is and shall remain the property of the applicable Vendor. No licenses or rights under any patent, copyright, or trademark are granted, expressly or by implication, estoppel, or otherwise by this Agreement.
8. Equitable Remedies. Each Member University acknowledges that the unauthorized use or disclosure of the Confidential Information could cause Vendor party irreparable harm, the degree of which may be difficult to ascertain. Accordingly, each Member University agrees that Vendor shall have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies it may have at law or otherwise.
9. Warranty. Each Member University represents and warrants that it has the necessary power and authority to enter into and execute this Agreement and that all necessary action and approvals have been obtained to exercise such power and authority.
10. Assignment. This Agreement inures to the benefit of and is binding on each of the parties and its respective successors and assigns. Each Member University shall not assign its interest or obligations under this Agreement.
11. Severability. This Agreement represents and contains the full understanding between the parties in regard to the subject matter hereof. In the event that any provision of this Agreement is

determined to be invalid, unlawful, or unenforceable, the remainder shall be unaffected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 12. Governing Law. This Agreement is governed by the laws of the State where the Member University performing the Assessment is located without regard to conflicts of law principles.
- 13. Amendments: This Agreement shall only be amended in writing.
- 14. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the dates set forth below.

UNIVERSITY OF MARYLAND

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA BY AND ON BEHALF OF
THE UNIVERSITY OF NEBRASKA-LINCOLN

NORTHWESTERN UNIVERSITY

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

THE OHIO STATE UNIVERSITY

THE PENNSYLVANIA STATE UNIVERSITY

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN
ON BEHALF OF THE
UNIVERSITY OF WISCONSIN-MADISON

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

BIG TEN ACADEMIC ALLIANCE

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX

MEMBER AND AFFILIATED INSTITUTIONS

MEMBERS:

University of Illinois
Indiana University
University of Iowa
University of Maryland
University of Michigan
Michigan State University
University of Minnesota
University of Nebraska–Lincoln
Northwestern University
University of Wisconsin–Madison
Ohio State University
Pennsylvania State University
Purdue University
Rutgers University–New Brunswick

AFFILIATED INSTITUTIONS:

University of Chicago