

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**NDA**” or “**Agreement**”)) is entered into on this ____ day of July 15, 202020 (“**Effective Date**”) by and between **Project Wayfinder, LLC**, a California limited liability company (“**Project Wayfinder**”), and Santa Rosa City Schools (“**Receiving Party**”).

As a direct or indirect service provider of Project Wayfinder, Receiving Party understands and agrees that it has a responsibility to protect and avoid unauthorized use or disclosure of Project Wayfinder’s Confidential Information as follows:

1. Confidential Information. “Confidential Information” shall include, by way of example but without limitation, business plans, data, know-how, financial information, artwork, formulas, algorithms, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, vendor, customer and distributor names, pricing information, market definitions, inventions, and ideas. The parties agree that the following information shall be included, without limitation, in the definition of Confidential Information: (A) schematics, techniques, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (B) information about costs, profits, markets, and sales; (C) plans for future development and new product concepts; and (D) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Receiving Party by Project Wayfinder (or any affiliate of it), as well as written or verbal instructions or comments. For the purposes of this Agreement, Confidential Information does not include student projects created as part of the Project Wayfinder curriculum. Similarly, Project Wayfinder does not claim ownership of any intellectual property rights or any other proprietary interests associated with such student projects.

The Receiving Party understands and acknowledges that Project Wayfinder has developed its Confidential Information through the expenditure of substantial time and money, that Project Wayfinder desires to retain the same in trust and confidence and to withhold access thereto from third parties, and that the commitments set forth herein are a condition precedent to Project Wayfinder’s agreement to enter into a business relationship with the Receiving Party

2. Nondisclosure. Receiving Party: (a) will use all reasonable efforts (but in any event not less than those employed for safeguarding its own Confidential Information) to keep Confidential Information from Project Wayfinder and/or any knowledge which may be imparted through examination thereof or working therewith confidential; and (b) will not, except as specifically authorized in writing by Project Wayfinder, (i) communicate such Confidential Information and/or knowledge to any third party or any employee, agent, or consultant of the Receiving Party, unless such employee, agent, or consultant reasonably requires access thereto and has undertaken an obligation of confidentiality with respect to trade secrets of others entrusted to him or her, or (ii) utilize such Confidential Information and/or knowledge for any purpose other than furthering a business relationship with Project Wayfinder and/or internal evaluation. No copies,

reproductions or other images of Confidential Information may be made unless approved in writing by Project Wayfinder.

3. Exceptions. Receiving Party will not be required to treat information as Project Wayfinder's Confidential Information if such information: (a) was already lawfully known to the Receiving Party at the time of receipt thereof from Project Wayfinder, as shown by documents or other tangible evidence in the Receiving Party's possession; (b) either had been published or was otherwise available to the public at the time of its receipt by the Receiving Party from Project Wayfinder; (c) is subsequently disclosed to the Receiving Party without any duty of confidentiality by a third party having the legal right to do so; (d) subsequently becomes published or available to the public other than by a breach of this Agreement; (e) is subsequently developed by the Receiving Party independently of any disclosure to it by Project Wayfinder, as shown by documents or other tangible evidence in the Receiving Party's possession; or (f) is subsequently intentionally disclosed by Project Wayfinder to a third party without any duty of confidentiality. Exceptions (c), (d), (e), and (f) will apply only as of the respectively stated subsequent events.

The Receiving Party shall not be restricted from disclosing Project Wayfinder's Confidential Information pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that the Receiving Party: (i) shall timely notify Project Wayfinder so that it may intervene in response to such order, or (ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.

4. No Additional Rights. Nothing in this NDA shall be construed as granting to Receiving Party any rights, by license or otherwise, in the Confidential Information (including, without limitation, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right), except to use the information within the scope of its services provided to Project Wayfinder.
5. Confidentiality Period. This Agreement shall remain in effect for two (2) years, provided, however, the Receiving Party's obligations in respect of use or disclosure of Project Wayfinder's Confidential Information shall remain in full force indefinitely, unless Project Wayfinder specifically and in writing agrees to release all or part of Confidential Information from the nondisclosure restrictions imposed herein, and will survive any subsequent termination of this Agreement or expiration of the Disclosure Period, regardless of which party terminates the Agreement, regardless of whether such termination is with or without cause, and regardless of whether Project Wayfinder may be alleged to have breached this Agreement or any other relationship between the parties.
6. Return of Tangible Information. Upon written request by Project Wayfinder, the Receiving Party will promptly return or securely destroy all tangible information (such as drawings, specifications, data, prototypes, or samples) provided by Project Wayfinder, along with any and all copies thereof, except that the Receiving Party may retain a single copy of such tangible information in a secured file for record-keeping purposes only.
7. Remedies. Since use or dissemination of Confidential Information received hereunder by Receiving Party in a manner that breaches the terms and conditions of this NDA will cause irreparable harm to Project Wayfinder, Project

Wayfinder, in addition to any other right or remedy that it may have available to it at law or in equity, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages and without the necessity of posting a bond or making any undertaking in connection therewith.

8. Assignment. This NDA shall not be assignable by either party without the written consent of the other party, and any purported assignment not permitted hereunder shall be void.
9. Severability. In the event that any of the provisions of this NDA shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this NDA shall otherwise remain in full force and effect. No failure or delay by a party 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 other right, power or privilege hereunder.
10. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
11. Governing Law. This NDA shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles. The state and federal courts (or arbitrators appointed as described herein) located in Alameda County, California shall be the sole fora for any action for relief arising out of or pursuant to, or to enforce or interpret, this NDA. Each party to this NDA consents to the personal jurisdiction and arbitration in such fora and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.
12. Equitable Remedies. Receiving Party agrees that money damages are not a sufficient remedy for any breach of this NDA and that Project Wayfinder shall be entitled to injunctive relief, specific performance or other appropriate equitable remedies for any such breach, which injunctive or other provisional or emergency relief may be sought before any appropriate judicial tribunal in the County of Alameda, City of Oakland, California and as to which each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Oakland, California, and each party hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this NDA but shall be in addition to all other remedies available to Project Wayfinder at law or in equity. In the event either party brings an action to enforce the obligations hereunder, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.
13. Entire Agreement. This NDA represents the entire understanding between Project Wayfinder and the undersigned with respect to the subject matter of this NDA and supersedes all previous understandings, written or oral.


[signatures appear on following page]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this NDA as of the date first set forth above.

Project Wayfinder, LLC,
a California limited liability company

By: 
Name: Patrick Cook-Deegan
Title: CEO

Receiving Party:

DocuSigned by:

Name: Rani Goyal
Title: Director