

VENDOR NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement (“Agreement”) is between The County of Monterey (hereinafter referred to as “County”), acting through its Information Technology Department, and **Kovarus Inc.** (hereinafter referred to as “Company”) a vendor, having a business address at, 2000 Crow Canyon Place Suite 250 San Ramon, CA 94583.

I. RECITALS

Whereas, Company wishes to receive certain confidential and proprietary information technology information (hereinafter collectively “Information”) pertaining to County to assist in researching the best methods to achieve network goals; and

Whereas the parties agree that this exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above; and

Whereas, Company wishes to receive the Information for the sole purpose of discovery and knowledge to have conversations specifically related to County’s network configuration and topology; and

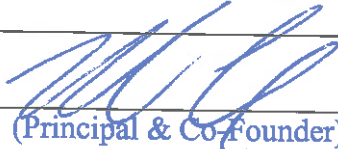

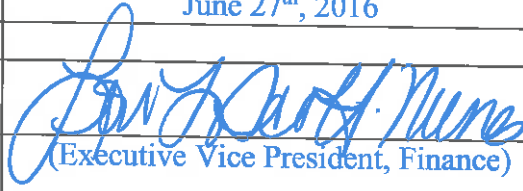
Whereas, County is willing to disclose the Information and Company is willing to receive the Information on the terms and conditions set forth herein.

Now, therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:
 - a. Protect and preserve the confidential nature of the Information, including taking reasonable physical, technological, and administrative security measures, and
 - b. Not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been reviewed by County, and
 - c. Exercise at least the same degree of care to maintain the Information as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;
 - d. Use the Information only for the above-stated purpose;
 - e. Restrict disclosure of the Information solely to those employees and sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;
 - f. Advise each such employee or sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

COUNTY	COMPANY
	Kovarus, Inc
Contact Name / Title	Contact Name / Title
	Brad Bacon/ Sr. Account Manager
Address	Address
	2000 Crow Canyon Place, Suite 250
	San Ramon, CA 94583
Telephone	Telephone
	(650) 446-7581(office)
	(707) 320-3282 (cell)
Fax	Fax
	(650) 952-2072
e-mail	e-mail
	bbacon@kovarus.com

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and Company's obligations under this Agreement will continue indefinitely.

	COUNTY OF MONTEREY		COMPANY
			Kovarus, Inc.
By:			
	Contracts/Purchasing Manager		
Date:			
By:		By:	
	Department Head (if applicable)		(Principal & Co-Founder)
Date:		Name:	Peter Castaldi
		Title:	Principal & Co-Founder
		Date:	June 27th, 2016
By:		By:	
	Information Technology Department Acknowledgement (if applicable)		(Executive Vice President, Finance)
Date:	8/26/2016	Name:	Lori Scott-Nunes
		Title:	Executive Vice President, Finance
		Date:	June 27th, 2016

***INSTRUCTIONS:** If Company is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Company is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.