

NetHope Master Data Sharing Agreement



MASTER DATA SHARING AGREEMENT

This Master Data Sharing Agreement ("Agreement") sets forth the terms between NetHope, Inc. ("NetHope"), with offices at 10615 Judicial Drive Suite #402, Fairfax, VA and _____ ("Member Participant"), with offices at _____. This Agreement is effective as of _____ ("Effective Date").

1. **Project SOW.** Member Participant has agreed to share data with NetHope as further described in the Project Statements of Work (SOW) attached in Appendix A ("Project"). Member Participant will disclose data to NetHope ("Member Participant Data") during and in relation to the Project as further described in the Project SOW.
2. **Data Use, Restriction and Content.**
 - 2.1 **Limited Right to Use.** Subject to the terms and conditions of this Agreement, Member Participant grants to NetHope a perpetual, non-exclusive, non-transferable, non-sublicenseable right to (i) access, copy, modify, combine and create derivative works of the Member Participant Data solely to participate in and further each Project SOW; Notwithstanding the forgoing, NetHope shall have the right to aggregate and anonymize Member Participant Data with other data sources from other Members or third parties for the purposes of issuing reports and sectoral analysis both for Members and third parties that may be required to pay for the these reports.
 - 2.2 **Restrictions.** Except as expressly permitted herein, NetHope shall not (i) rent, sublicense, disclose or transfer any copies of the Member Participant Data to a third party or allow a third party to view or use the data or any portion or derivative thereof, except as expressly permitted in writing by Member Participant or by the terms of this Agreement; (ii) decompile, disassemble or attempt to disaggregate or reidentify the data or how the data was created or derived; or (iii) use the data, any portion or derivative thereof, to develop services or products or include any element of the data in any product or service whether or not intended for commercial purposes.
 - 2.3 **No Personal Data.** Member Participant agrees that the Member Participant Data shall not include, and Member Participant shall not otherwise disclose to NetHope, any data or information that (i) identifies a natural person; or (ii) may be used directly or indirectly to identify a natural person.
3. **Data Safeguards.** NetHope shall use commercially reasonable safeguards to protect the Member Participant Data from misuse and unauthorized access or disclosure, including maintaining reasonable physical controls and password protections for any server or systems on which the Member Participant Data is stored and taking other reasonable measures designed to prevent use or disclosure of the Member Participant Data other than as allowed under this Agreement.
4. **Ownership.** Except for the limited use rights expressly granted to NetHope in this Agreement, Member Participant owns and will own all right, title and interest to all Confidential Information and shall have the right to request that the Member Participant Data gathered under a specific Project SOW be removed from NetHope's systems at any time. Such request shall be done as quickly as reasonably possible.

5. **Confidential Information.**

"Confidential Information" means all Member Participant Data that is clearly marked with a "CONFIDENTIAL" designation and that is not (i) publicly available or becomes publicly available without breach of this Agreement; (ii) already known to NetHope at the time of its initial receipt from Member Participant; or (iii) received by NetHope by a third party without confidentiality restrictions. NetHope will:

- a. Protect the Confidential Information using the same degree of care that it uses for its own confidential information of like kind, but in no event less than a reasonable degree of care.
- b. Provide notice as soon as reasonably possible to Member Participant of any incident that involves the unauthorized access, use, disclosure, modification, storage, destruction or loss of Confidential Information.
- c. Require any individuals who have access to Confidential Information to be subject to and bound by the confidentiality and security obligations contained in this section.
- d. Provide, as permitted by law, notification of requests or demands for Confidential Information required to be disclosed by law, legal process, government agency or court order.

6. **Marketing.** NetHope shall have the right to use Member Participant's name, logo or trademarks as part of any public announcements or press releases regarding reports generated under this Agreement unless such rights are explicitly denied by the Member on a specific Project SOW.

7. **Anti-Corruption.** NetHope shall use Member Participant Data only in accordance with applicable laws and shall not use Member Participant Data in any way to facilitate any act that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law.

8. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS \$1,000; AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL NOT APPLY TO EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH(ES) OF SECTION 5(CONFIDENTIAL INFORMATION).

9. **Term and Termination.** The term of this Agreement will begin on the Effective Date and shall continue until terminated in accordance with this Section 9 (altogether "Term"). Either party may terminate this Agreement at any time and for any or no reason with a 30-day notice. Upon expiration or termination of this Agreement or otherwise upon Member Participant's request, all licenses granted herein shall terminate immediately, and NetHope will cease use of, delete and destroy or return all Member Participant Data. Sections 4 (Ownership) and 6 (Marketing) through 15 (Executed in Counterparts) will survive the termination or expiration of this Agreement.

10. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be deemed to create an employment, partnership, joint venture or agency relationship between the parties. The parties will be individually responsible for all acts, obligations and payments due with respect to the Project. No rights may be assigned or transferred or delegated without the express written consent of NetHope or the Member Participant. Any such assignment will be null and void from the beginning.

11. **Jurisdiction.** This Agreement will be governed and construed under the laws of the State of Delaware without regard to conflicts of law provisions. Any suit or proceeding arising out of or relating to this Agreement will be brought in the federal and/or state courts, as applicable, in Delaware.
12. **Entirety of Agreement.** This Agreement is the entire agreement of the parties as to the subject matter and supersedes all prior oral or written agreements and understandings relating to the same.
13. **Modification.** The Agreement may only be modified or amended in a writing signed by the parties. No provision of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except in a writing signed by the waiving party. If any provision is deemed by a court unenforceable or invalid, that provision will be stricken or modified and the remainder of this Agreement will be in full force and effect.
14. **Authorization.** If Member Participant is accepting on behalf of Member Participant's employer or another entity, Member Participant represents that it has the legal authority to bind employer or such entity to the Agreement.
15. **Executed in Counterparts.** This Agreement may be executed in counterparts (including by fax and email), each of which will be deemed an original and together will constitute the same instrument. Each party represents that the individual signing this Agreement has the requisite authority to bind the party on whose behalf he/she is signing.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of _____.

NETHOPE,

INC. By: _____

By: _____

Name: Laura McMillan COO

Name:

Title:

Title:

Date:

Date:

Appendix A

Project SOW #1

Project Name: NetHope Imagine, Design, Execute, Assess™ IDEA using Microsoft Dream, Design, Deliver (D3) format with [PARTNER] as the primary contractor.

Type of data to be shared: Dream session output including Dream Book content areas, preliminary Design costs, Project Design, Delivery project plan, Delivery costs

Method and frequency of sharing/updating the data: Ongoing with major checkpoints at the end of each phase of the D3 process (Dream, Design, and Deliver).

Any further restrictions on the data (if any): None

Project end data (if any): At the completion of the last phase. The date is dependent on project scope and will likely be completed prior to the end of [YEAR] at the latest.

Instructions (if any) for deletion of data at the conclusion of the project: None.