

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into on this ____ day of _____, 2022 (this “**Agreement**”) by and between LightBox Parent, L.P. (“**LightBox**”), and the undersigned party below (“**Company**”). LightBox and Company are each sometimes referred to individually as a “**Party**” or collectively as “**Parties**,” or, as and when appropriate, the “**Provider**” or the “**Receiver**.”

WHEREAS, the Parties desire to make available to each other specific broadband related data and information for use by LightBox for the State of Wyoming in connection with (i) the broadband mapping effort that is specific to the State of Wyoming, and (ii) the Wyoming State Broadband Program (collectively, the “**Project**”); and

WHEREAS, LightBox will use, incorporate and include certain Confidential Information (as defined below) of Company and its Affiliates (as defined below) in deidentified aggregate data files, maps and interactive websites identifying, among other items, broadband internet access services availability in a given area (the “**Derivative Works**”); and

WHEREAS, if any of the Confidential Information shared by Provider to Receiver is confidential and proprietary information, the confidential and limited use provisions of this Agreement shall apply.

NOW, THEREFORE, in consideration for, and as a condition to, the exchange of such information, the Parties agree as follows:

Article 1 Except as otherwise expressly provided herein, the term “**Confidential Information**” as used in this Agreement means any information (in whatever form and however communicated) that either Provider or its Affiliates, or any of their respective officers, directors, employees, representatives, agents or advisors (collectively, “**Representatives**”) furnish to Receiver in connection with the Project. For purposes of this Agreement, “**Affiliate**” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a Party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Article 2 Receiver shall use the Confidential Information for the Project and for no other purpose. Receiver shall take all necessary precautions to ensure that no person acquires any Confidential Information from or through Receiver except as permitted or provided by the terms of this Agreement. Company acknowledges and agrees that LightBox may provide Company’s Confidential Information to the State of Wyoming in connection with the Project; provided that LightBox informs that the State that Company deems any information identified as confidential by Company as confidential and subject to trade secrets protections and nondisclosure, except that shapefile information depicting broadband coverage must be publicly disclosed in sufficient detail to enable a challenging provider to identify the area covered by the provider.

Article 3 In the event that Receiver receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, unless prohibited by applicable law, subpoena or other court process, Receiver agrees to immediately notify Provider of the existence, terms and circumstances surrounding such a request so that Provider may seek an appropriate protective order and/or waive Receiver's compliance with the provisions of this Agreement. If disclosure of such information is required, Receiver shall exercise Receiver's commercially reasonable efforts, at Provider's expense, to obtain an order or other reliable assurances that confidential treatment will be accorded to such Confidential Information, in which case Receiver will furnish only that portion of the Confidential Information which Receiver is advised by counsel that Receiver is required to disclose.

Article 4 At the request of Provider, Receiver shall, at its own expense, promptly, and in any event no later than ten (10) days after receipt of such request, destroy or redeliver to Provider all written Confidential Information. This provision shall in no way restrict or otherwise prevent LightBox from continuing to use the Confidential Information in fulfillment of the Project. The obligations in this Article 4 to return or destroy Confidential Information shall not apply to: (i) Confidential Information which has been created pursuant to automatic IT back-up or internal disaster recovery procedures, and (ii) the retention of Confidential Information by Receiver to comply with applicable record retention policies, law, rule, regulation or any competent judicial, governmental, supervisory or regulatory body; provided that the Confidential Information described in clauses (i) and (ii) shall remain subject to the confidentiality provisions hereof. Furthermore, Company acknowledges and agrees that LightBox may publish, sell, license, market, distribute and use the Derivative Works for any business purpose including without limitation for the Project and that LightBox shall exclusively own all right, title and interest to any Derivative Works, including all intellectual property rights therein, and this Article 4 shall not require LightBox to remove from any Derivative Work any information or data provided to LightBox by Company or its Representatives in connection with the Project contained in any Derivative Work.

Article 5 No failure or delay 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 right, power or privilege hereunder.

Article 6 The term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiver in breach of this Agreement; (ii) was rightfully available to Receiver on a non-confidential basis prior to its disclosure to Receiver by Provider or its Representatives; (iii) becomes rightfully available to Receiver from a source other than Provider or its Representatives; provided that such source is not prohibited from disclosing such information to Receiver by a legal, contractual, fiduciary, or other obligation of secrecy to either Provider or its Representatives known to Receiver; (iv) is developed by Receiver independently of any Confidential Information; or (v) any non-confidential information, maps, interactive websites, drawings, exhibits, content or any other intellectual property Receiver independently creates with or without reference to Provider's (or its Representatives') Confidential Information.

Article 7 Receiver understands that Provider and its Representatives do not make any express or implied representation or warranty as to the accuracy, currency or completeness of the Confidential Information. Receiver agrees that neither Provider nor its Representatives shall have any liability to Receiver resulting from the use of the Confidential Information by Receiver.

Article 8 This Agreement may be modified or waived only by a separate writing signed by the Parties expressly so modifying or waiving this Agreement.

Article 9 The Parties acknowledge that money damages may be an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that will be suffered if this Agreement were breached. The Parties agree that in addition to any other available remedy, they may seek to obtain specific performance of this Agreement and injunctive relief against any breach hereof. The non-breaching Party shall be entitled to recover the cost of enforcing the understandings and agreements reflected in this Agreement, including, without limitation, any reasonable attorneys' fees of such Party.

Article 10 If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Article 11 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article 12 This Agreement is not assignable by either Party without the prior written consent of the other Party, and any such assignment with consent shall be null and void. Subject to the foregoing, this Agreement shall be binding on the respective successors and permitted assigns of the Parties hereto.

Article 13 This Agreement contains the entire agreement and understanding between the Parties hereto as to the subject matter hereof and supersedes any prior and contemporaneous agreements, commitments, representations, writings and discussions, whether oral or written, relating to that subject matter.

Article 14 Any notices required by this Agreement shall be given by hand or via overnight delivery or sent by first class mail, return receipt requested, to the applicable address set forth in the signature block below.

Article 15 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to any conflict of laws rules that may require the application of the laws of another jurisdiction.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

LightBox Parent, L.P.

By: _____

Name: Paul M. Vogt

Title: Vice President, General Counsel &
Secretary

Address for Notices: LightBox, 5201 California
Avenue, Suite 200, Irvine, CA 92617

Attention: Contracts

Company: _____

By: _____

Name: _____

Title: _____

Address for Notices: _____
