

## **DATA SHARING AND CONFIDENTIALITY AGREEMENT**

This Data Sharing and Confidentiality Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between All in Technology, LLC ("AIT") with its principal address located at [INSERT ADDRESS], [INSERT CLIENT LEGAL ENTITY NAME] with its principal address located at \_\_\_\_\_ (the "Client") and \_\_\_\_\_ with its principal address located at \_\_\_\_\_ ("Client Authorized Supplier" or "CAS"), each a "Party" and together, the "Parties."

WHEREAS, AIT provides certain Products and/or Services to Client;

WHEREAS, Client desires to engage CAS to provide certain Products and/or Services; and

WHEREAS, Client desires to have AIT share Client Data that it has access to with the CAS subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration and the mutual promises set forth herein, the Parties agree as follows:

**1. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- a. **Confidential Information** shall be given its broadest meaning, and shall include, but not be limited to, Client Data, any information, performance standards, process, procedures, computer programs, vendors, systems, all passwords, access credentials, IP addresses, network configurations and related network information, trade secrets, know how, copyrights, patents, that AIT or Client maintain as confidential and/or proprietary and which could reasonably be expected to benefit competitors of AIT or Client including the fact that such information exists, that has been or may hereafter be provided or shown to the Client Authorized Supplier, regardless of the form of the communication, and the terms and conditions of this Agreement. Neither Party will, without the prior written authorization of the other Party, disclose to any third-party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or governmental regulations. The obligations of confidentiality under this Agreement shall apply regardless of whether the Confidential Information is marked as "confidential" or bears any similar designation. Confidential Information may also include information that by its nature or the circumstances surrounding its disclosure, a reasonable person would understand to be confidential or proprietary.
- b. **Client Data** shall mean the Client data and information transmitted, or made available by or on behalf of the Client shared by AIT to the CAS under the terms of this Agreement, including but not limited to Personal Data as defined under the General Data Protection Regulation (GDPR); Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA), Personal Information as defined under the California Consumer Privacy Act (CCPA); Any other sensitive or confidential information that is protected by relevant privacy, data protection, or cybersecurity laws applicable in any relevant jurisdiction, including, but not limited to, regulations pertaining to personal data, health information, financial information, or other sensitive personal information.
- c. **Products** means certain products AIT provides to Client including without limitation information software, hardware and/or software-as-a-service products.
- d. **Services** means services AIT provides to Client including without limitation information technology services and/or consulting services.

**2. Data Sharing Acknowledgement.** During the term of Client's agreement with AIT, the Client desires to make available Data to the CAS and has requested AIT to make such Data available to the CAS. The CAS acknowledges and agrees that the Data shall not be used in connection with any activities other than supporting the Client. The Client Authorized Supplier shall use commercially reasonable efforts to prevent unauthorized access to, and/or use of the Data, and notify AIT and Client immediately of any such unauthorized access to and/or use of the Data.

**3. Term.** The term of this Agreement shall commence on the Effective Date and continue thereafter until \_\_\_\_\_ (the "Term"), unless earlier terminated pursuant to Section 4. below herein.

4. Termination. AIT or Client may terminate this Agreement immediately upon written notice: (i) if AIT's contractual relationship with Client is terminated; (ii) if Client Authorized Supplier materially breaches this Agreement, and/or (iii) in the event the terms and/or conditions herein violate applicable laws. Upon termination or expiration of this Agreement, each Party shall: immediately cease using any Confidential Information; and return or destroy all Confidential Information, data, documents, and materials related to the other Party, unless retention is required by law.

5. Handling of Confidential Information. The CAS agrees that:

- a. Confidential Information shall not be disclosed to anyone other than the Client and such Client employees as is necessary to perform its services or provide its products to the Client under the terms of this Agreement.
- b. Individually or collectively, will not copy or incorporate either the Confidential Information or make any summary, reproduction, or report that contains Confidential Information for any purpose other than as required under this Agreement.
- c. Individually or collectively, shall not be restricted by this Agreement from using any information that is independently developed or acquired without breach of this Agreement; was already independently developed or acquired by either of the Client and/or the CAS without breach of this Agreement; was already known by either of the Client and/or the CAS on a non-confidential basis; or is lawfully received from another source without breach of this Agreement; and/or becomes a matter of public knowledge without breach of this Agreement.
- d. If requested or required to disclose any Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), CAS will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to AIT and/or Client, as applicable, so that AIT and/or the Client, as the case may be, may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If AIT and/or the Client are not successful in obtaining a protective order or other appropriate remedy and the CAS is legally compelled to disclose such Confidential Information, or if AIT or Client waives compliance with the provisions of this Agreement in writing, the CAS may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.
- e. The CAS agrees that the Confidential Information includes valuable assets to the Client and AIT that were developed at considerable cost in money and time to Client and/or AIT and that Client and/or AIT would suffer irreparable injury of such Confidential Information were made public or used in any way by any third party.

6. Handling of Client Data

- a. The CAS agrees to handle Client Data in strict compliance with applicable data protection and privacy laws, including but not limited to GDPR, HIPAA, CCPA, and any other relevant legislation.
- b. In processing Client Data, CAS shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as required under GDPR Article 32, HIPAA Security Rule, and other applicable standards.
- c. Client Data shall only be accessed, used, or processed for the specific purpose(s) outlined in this Agreement and shall not be disclosed to unauthorized third parties.
- d. The CAS agrees to maintain accurate records of all processing activities related to Client Data, including the purposes of processing and the categories of individuals affected, in compliance with applicable law.
- e. It shall ensure that any data shared under this Agreement is stored and processed securely, using appropriate encryption, access controls, and other industry-standard security measures
- f. In the event of the discovery, or suspicion of unauthorized access, loss, or breach of Client Data ("Security Breach"), the affected Party shall notify the Client and the other Parties without undue delay, and in any event within the timeframe required by applicable laws (e.g., 72 hours under GDPR, without unreasonable delay under HIPAA). The notification of the Security Breach shall include, at a minimum: a detailed description of the nature of the Security Breach, including the type of Client Data, including but not limited

to: the date and time the Security Breach breach was discovered; The cause or suspected cause of the Security Breach, if known; any other relevant information that the Disclosing Party may reasonably request. The notification shall be sent directly to the IT Security Team of the Disclosing Party at the contact details provided below, along with the designated representative(s) of the Disclosing Party.. Email: [IT Security Team Email]; Phone: [IT Security Team Phone] Mailing Address: [IT Security Team Mailing Address]

**7. Reservation of Rights.** Nothing in this Agreement shall be construed as granting by implication, estoppel, or otherwise, any licenses or rights under any patents, copyrights or other legally protectable propriety rights of AIT or Client.

**8. Injunctive Relief.** The CAS agrees that in the event of any breach or threatened breach of this Agreement that AIT and/or the Client, in addition to any other remedies that may be available to it, may obtain an injunction or other equitable relief against the breaching party to prevent the actual or threatened breach of this Agreement. The CAS agrees that such injunction or equitable relief may be granted by a court or other competent legal authority without the requirement for the post of bond or other security by AIT or Client.

**9. Warranties.** BY ENTERING INTO THIS AGREEMENT, CLIENT AND/OR ITS CLIENT AUTHORIZED SUPPLIER REPRESENTS AND WARRANTS THAT THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SUCH PARTY (I) HAS FULL LEGAL AUTHORITY TO BIND SUCH PARTY TO THE SECURE ACCESS AGREEMENT, (II) HAS READ AND UNDERSTANDS THE AGREEMENT, AND (III) AGREES ON BEHALF OF SUCH PARTY.

**10. Indemnification.** CAS agrees to indemnify, defend, and hold harmless Client and AIT from and against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees), fines, penalties, or judgments arising out of or related to:

- a. Any unauthorized access, breach, loss, or disclosure of Confidential Information, including but not limited to Personal Data or Protected Health Information (PHI), resulting from the Data Handler's failure to comply with its obligations under this Agreement or applicable data protection laws, including but not limited to GDPR, HIPAA, CCPA, or any other relevant laws;
- b. Negligence, willful misconduct, or failure to implement appropriate security measures to protect Confidential Information;
- c. Any violation of data protection regulations or privacy laws by CAS, its employees, agents, subcontractors, or affiliates in the performance of its obligations under this Agreement.

**11. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AIT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA AND BUSINESS) OR DAMAGE TO REPUTATION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. Notice.** All notices and other communications given or made pursuant to this Agreement must be in writing, sent to the persons designated herein or to such other persons and addresses as the parties may designate from time to time and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

With the exception of notice required in connection with a Security Breach, all notices required hereunder shall be sent to the Parties at the following addresses or email addresses, or such other addresses as a Party may designate by written notice to the other Party in accordance with this provision:

- **To AIT:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_
- **To Client:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_
- **To CAS:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**13. Miscellaneous.** This Agreement shall be interpreted and enforced under the laws of the State of Wisconsin without reference to its conflicts of laws provisions. The parties agree that any action to enforce this Agreement may only be brought in the courts located in Green Bay, Wisconsin, where the parties agree that jurisdiction and venue are proper. This Agreement is binding on the Client Authorized Supplier, and the Client, their successors and assigns. Any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement. No amendment or modification of this Agreement may be made unless executed in writing by an authorized representative of the parties and the writing clearly states on its face that it is an amendment or modification of this Agreement. Failure to enforce at any time any provision of this Agreement or to exercise any right provided for herein shall not in any way be construed to be a waiver of such provision or right, or in any way affect the validity of this Agreement or any part thereof, or limit, prevent, or impair the right of the party to subsequently enforce such provision or exercise such right. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of the other provisions. Client and/or Client Authorized Supplier shall have no right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of AIT. The exchange of a fully executed Agreement by fax, electronic and/or computer image shall be sufficient to bind the parties to the terms and conditions of this Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

\_\_\_\_\_  
**(CLIENT AUTHORIZED SUPPLIER)**

\_\_\_\_\_  
**AIT Consulting, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**(CLIENT)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_