

**SOUTH CAROLINA BROADBAND PROVIDER SERVICE DATA NON-DISCLOSURE  
AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ (“Provider” or “Disclosing Party”) whose address is \_\_\_\_\_ and the South Carolina Office of Regulatory Staff (“ORS” or “Receiving Party”) whose address is 1401 Main Street, Suite 825, Columbia, South Carolina, 29201. Provider and ORS will be referred to collectively as the “Parties”.

WHEREAS, ORS is in need of information and documentation, including confidential information (as defined below) from various broadband providers;

WHEREAS, Provider has information and data including confidential and/or proprietary information that it shall provide to ORS pursuant to the provisions of S.C. Code of Laws Section 58-4-55 and/or the terms of this Agreement;

WHEREAS, in order to facilitate the exchange of data and information between the Parties to this Agreement, the Parties agree to execute this Agreement which will govern the disclosure and use of Confidential Information; and

NOW, THEREFORE, in consideration of the disclosure and receipt of certain information, including Confidential Information and the mutual promises made herein, the Parties agree as follows:

1. ORS is requesting of broadband providers, including Provider, certain data or information, including confidential and/or proprietary information outlined in the Broadband Service Data Request issued by ORS. Provider, in receiving the request for information, including confidential and/or proprietary information, will disclose such information subject to the provisions of this Agreement.

2. “Confidential Information” includes all confidential or proprietary technical, financial or business information of Disclosing Party, including without limitation (a) proposals, ideas, or research related to possible new products or services; (b) financial information; (c) trade secrets; (d) service delivery, service quality, engineering or provisioning information; and (e) the material terms of the relationship between the Parties.

3. Receiving Party agrees that it will: (a) treat all Confidential Information confidentially and will maintain Confidential Information in accordance with S.C. Code of Laws Section 58-4-55 and the terms of this Agreement, except as permitted in writing by Disclosing Party or as required by law, or as expressly permitted by the terms of this Agreement; (b) disclose the Confidential Information only to those within its organization or those subcontracted by ORS who have signed appropriate confidentiality and non-disclosure agreements and who have a need to know the Confidential Information; and (c) advise employees, agents or representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality contained herein.

4. Notwithstanding the provisions of Paragraph 3, this Agreement shall not apply to any information provided by the Disclosing Party that: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes a part of the public domain through no fault or omission of the Receiving Party; (c) was

in possession of the Receiving Party prior to disclosure under this Agreement; (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (e) is rightfully obtained by Receiving Party from another source without any restriction on use or disclosure.

5. If the Receiving Party is requested or required by civil or other judicial or administrative process (including oral questions, interrogatories, requests for production of documents, subpoena requests or other civil, criminal or governmental investigative demand or process) to disclose any information supplied to it or its representatives in the course of the Parties' relationship, it will provide the other party with prompt notice of such a request so that such party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

6. Provider understands that Confidential Information will be analyzed and modified in terms of appearance, accuracy and scale to provide maps, data and analysis for the South Carolina broadband maps.

7. Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written permission of the other Party, except that ORS shall be permitted to subcontract its rights and delegate its duties hereunder to its subcontractors who have signed appropriate non-disclosure agreements and who have a need to know the Confidential Information in order to further ORS's ability to comply with its contract.

8. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the other Party at the address provided in this Agreement.

9. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of South Carolina. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior agreements regarding confidentiality of information or previously executed non-disclosure agreements executed between the Parties.

IN WITNESS WHEREOF, the Parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the date set forth below and certify that they have read, understand and agree to the terms and conditions of this Agreement and further, that the signatory has authority to execute the same.

\_\_\_\_\_  
*Provider/Disclosing Party*

**South Carolina Office of Regulatory Staff**  
*Receiving Party*

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: Nanette S. Edwards

Its: \_\_\_\_\_

Its: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.*