

TOP COMPANIES PROGRAM
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into by and between you, the company or organization, as a Top Companies Program participant (“**Participant**” or “**You**”) and the Anita Borg Institute, a California non-profit corporation, having offices at 1501 Page Mill Road, Palo Alto, California 94304 (“**AnitaB.org**”) (each a “**Party**,” and collectively the “**Parties**”). IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING “I ACCEPT,” YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT CLICK “I ACCEPT,” AND DO NOT SUBMIT ANY CONFIDENTIAL INFORMATION TO ANITAB.ORG.

1. **PURPOSE**

Participant wishes to participate in AnitaB.org’s Top Companies for Women Technologists Program (the “**Program**”) which includes analysis, year-to-year comparison, and evaluation of Participant’s Confidential Information, together with like information provided by other participants, as well as consideration for public recognition (collectively, the “**Purpose**”). In connection with the Purpose, Participant may provide to AnitaB.org certain confidential business information that Participant desires AnitaB.org to treat as confidential.

2. **CONFIDENTIAL INFORMATION**

“**Confidential Information**” means any proprietary or confidential information provided by Participant to AnitaB.org in connection with Participant’s participation in and evaluation for the 2018 Top Companies Program, including without limitation documents or data sets, which are marked “Confidential,” “Proprietary” or in some other manner to indicate their confidential nature. Confidential Information shall not include any information that: (i) is or becomes publicly known or made generally available through no wrongful action of AnitaB.org; (ii) is in the possession of AnitaB.org at the time of disclosure by Participant; (iii) is obtained by AnitaB.org from a third party without an accompanying duty of confidentiality; or (iv) is independently developed by AnitaB.org without use of or reference to Confidential Information. If AnitaB.org becomes legally compelled to disclose any Confidential Information, AnitaB.org will provide Participant prompt written notice, if legally permissible, and will use its best efforts to assist Participant in seeking a protective order or another appropriate remedy. If Participant waives AnitaB.org’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, AnitaB.org will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all other purposes.

3. **NON-USE AND NON-DISCLOSURE**

A. *For the Purpose.* AnitaB.org agrees not to use the Confidential Information of Participant for any purpose except to evaluate and engage in discussions concerning the Purpose, which includes assessing Participant’s ranking relative to other Program participants. AnitaB.org is permitted to make copies of the Confidential Information as reasonably necessary for the Purpose. AnitaB.org agrees not to disclose any Confidential Information to third parties, except to third parties who are required to have the information in order for AnitaB.org or agents acting on its behalf to evaluate or engage in discussions concerning the Purpose and who are bound by non-use and non-disclosure obligations consistent with this Agreement.

B. *Protection of Confidential Information.* AnitaB.org will take reasonable measures to protect the secrecy of and avoid disclosure of the Confidential Information, and will take at least those measures that it employs to protect its own like confidential information. AnitaB.org shall promptly notify Participant after becoming aware of any unauthorized use or disclosure of Confidential Information.

C. *Permitted Disclosures.* Notwithstanding anything herein to the contrary, AnitaB.org is permitted to use and disclose Confidential Information in de-identified and aggregated form with data from other participating companies, provided that individual data will not be shared nor linked to Participant’s name in any way, either publicly or in customized reports. AnitaB.org may, in its sole discretion, publicly recognize the achievements of top performing Program participants, including, for example, by publishing a ranking of the top performing Program participants, or

publishing the names of most improved or top performing participants overall or in designated categories (such as based on industry, company size, or region). AnitaB.org may publicly disclose that Participant is a Program participant, award recipient, or a top performer (including Participant's Index ranking), but will not publicly link Participant's name with any Confidential Information, unless Participant gives permission for AnitaB.org to do so. Without limiting the foregoing, AnitaB.org may disclose any Confidential Information that Participant gives AnitaB.org express permission to disclose, provided that AnitaB.org's disclosure is limited to the purpose authorized by Participant. Participant acknowledges and agrees that AnitaB.org cannot control and is not responsible for any use of the Confidential Information following any such authorized public disclosure.

D. *Restrictions on Participant.* Any information provided by AnitaB.org to Participant in connection with, relating to, or arising from the Purpose, including any data or custom reports (but excluding any Confidential Information therein) shall be considered the confidential information of AnitaB.org, and Participant agrees not to use or disclose any such AnitaB.org confidential information for any reason except, internally, to those employees and agents of Participant who are bound by non-use and non-disclosure obligations consistent with the provisions hereof.

4. **NO OBLIGATION; NO LICENSE**

Nothing in this Agreement obligates either Party to enter into a business relationship. This Agreement does not restrict either Party from independently developing or marketing competitive products or services. Nothing in this Agreement is intended to grant AnitaB.org any rights under any patents or copyrights of Participant.

5. **DE-IDENTIFICATION OF MATERIALS**

In order for AnitaB.org to operate the Program and accomplish the Purpose, Participant's Confidential Information will be integrated with like data from other Program participants. Once so integrated, it is not possible for AnitaB.org to remove or destroy any individual participant's data. However, upon Participant's written request, AnitaB.org will use best efforts to de-identify Participant's Confidential Information to remove any link to Participant's name. Participant recognizes that following such de-identification, the full benefits of participation in the Program, such as year-to year comparison of Participant's performance, may no longer be available to Participant.

6. **TERM**

AnitaB.org's obligations under this agreement shall survive, with respect to any particular Confidential Information of Participant, until five (5) years from the Effective Date.

7. **MISCELLANEOUS**

This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. All disputes arising out of this Agreement will be settled by binding arbitration in San Francisco, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, by a single arbitrator to be appointed pursuant to such rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement, together with the Top Companies Program Application, contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose. If a court or other body of competent jurisdiction finds, any provision of this Agreement to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a written agreement signed by both Parties.