

EXHIBIT F – CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidential and Nondisclosure Agreement ("Agreement") is entered into by and between the State Auditor's Office, an agency of Washington State government ("SAO"), and ("Recipient").

Recipient acknowledges that SAO and the state agencies and local governments under audit have certain confidential or sensitive information and/or material. Recipient requires access to this information or material to complete the IT Security Audit. SAO agrees to release this information to Recipient for those purposes pursuant to the terms and conditions contained in this Agreement. Recipient agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

1. Whenever used in this Agreement, the term "Confidential Information" will mean (i) information exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes, unless otherwise identified as non-confidential at the time of disclosure; or (ii) any other information which SAO has identified to Recipient in writing as confidential at the time of disclosure or within thirty (30) days after disclosure; or (iii) information which would ordinarily be considered confidential or proprietary in the light of the circumstances surrounding disclosure. Confidential Information may take the form of (but is not limited to) plans, calculations, charts, concepts, know-how, inventions, licensed technology, design sheets, design data, diagrams, system design, materials, hardware, manuals, drawings, processes, schematics, specifications, instructions, explanations, research, test procedures and results, equipment, identity and descriptions of components or materials used, social security numbers, protected health information, personally identifiable information, IT security test results or any other material or information supplied by or on behalf of SAO, or that is disclosed to or becomes known by Recipient as a result of its dealings with SAO. Confidential Information may be in tangible or intangible form. SAO's failure to expressly identify Confidential Information as such shall not in any way lessen or negate Recipient's obligation to keep such information confidential in accordance with this Agreement.
2. Notwithstanding the foregoing, the term "Confidential Information", shall not be construed to include information that (i) is or becomes readily available in public records or documents, other than as a result of a disclosure by Recipient or other entity acting on behalf of Recipient, or (ii) which can be documented to have been known by Recipient prior to its disclosure by SAO, or (iii) which is disclosed pursuant to applicable law, judicial action or government regulations, including without limitation the Washington State Public Records Act, RCW 42.56, et seq.
3. The Recipient acknowledges that the Confidential Information is confidential and proprietary information of State of Washington (SOW) and local governments and that its protection is essential to the security and mission of SOW and local governments. The purpose of this agreement is to enable SAO to make disclosure of the Confidential Information to the Recipient while still maintaining rights in and control over the Confidential Information. The purpose is also to preserve confidentiality of the Confidential Information and to prevent is unauthorized disclosure. It is understood that this agreement does not grant Recipient an express or implied license or an option on a license, or any other rights to or interests in the Confidential Information.
4. The Recipient shall, and require its employees, officers, independent contractors, and subcontractors, and any other entities acting on its behalf (collectively "Affiliates") to:

- (a) copy, reproduce or use Confidential Information only for the purpose described herein and not for any other purpose unless specifically authorized to do so in writing by SAO; and
- (b) not permit any other person to use or disclose the Confidential Information for any purpose other than those expressly authorized by this Agreement; and
- (c) disclose such Confidential Information only to those of its Affiliates who require knowledge of the same for the purpose described herein; provided such Affiliates are obligated to maintain the confidentiality of the Confidential Information and otherwise comply with the terms of this Agreement; and
- (d) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Confidential Information, including without limitation, providing Affiliates a copy of the terms of this Agreement. Such restrictions will be at least as stringent as those applied by the Recipient to its own most valuable confidential and proprietary information.

5. The acts or omissions of Recipient's Affiliates with respect to the Confidential Information shall be deemed to be acts or omissions of Recipient.

6. Recipient will not remove, obscure or alter any confidentiality or trade secret notation from the Confidential Information without SAO's prior written authorization.

7. Confidential Information will remain the exclusive property of SAO; upon completion of the project described in Section 1, or whenever requested by SAO, Recipient will promptly destroy or return to SAO all Confidential Information and all copies thereof, including summaries, reports or notes based thereon, unless otherwise expressly authorized by SAO in writing.

8. Recipient agrees that the breach of the terms of this Agreement would cause irreparable damage to SOW and/or local governments and their citizens. Therefore, Recipient agrees that if it should breach its obligations hereunder, Recipient will defend, indemnify, and hold SAO harmless from actual damages from losses that result from its breach, including the notification requirements of RCW 42.56.590. This includes attorneys' fees and costs of suit. Also, SAO has the right to seek an order to restrain Recipient from breaching this agreement. If SAO does seek such an order, Recipient agrees at this time to waive any claim or defense that SAO has an adequate remedy at law or in damages.

9. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of Washington. The parties consent to the exclusive jurisdiction of the Superior Court of the State of Washington and exclusive venue in Thurston County, Washington.

10. Term. The Term of this Agreement shall be three years from the date of the last signature, provided however, the obligations of confidentiality shall continue and survive this Agreement.

APPROVED

State of Washington
State Auditor's Office

Signature

Print or Type Name

Title

Date

APPROVED

Recipient: Emagined Security, Inc.

Signature

Print or Type Name

Title

Date

Address

Phone

David Sockol

DAVID SOCKOL

CEO

4/12/23

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