
Privacy, Confidentiality, Nondisclosure Notice and Acceptable Use Policy

The Paradigm Pioneers software, databases, user interfaces and any programs, attachments, software and applications from Paradigm Pioneers, Inc. are confidential and proprietary and for the sole use of the intended recipient for intended use only. Paradigm Pioneers does not share, disclose, data mine, nor transmit PII database data for sales and marketing. Additionally, data communication may contain Protected Health Information ("PHI"). PHI is confidential information that may only be used or disclosed in accordance with applicable law (HIPAA). There are penalties under the law for the improper use or further disclosure of PHI. If you are not the intended recipient, licensed user or the employee or agent responsible for the communication to the intended recipient, then you may not read, copy, distribute or otherwise use, retransmit or disclose the information contained in this database.

This Privacy Agreement (the "Agreement") is entered into by and between Paradigm Pioneers (the "Disclosing Party") and Licensed User (the "Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Proprietary Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Proprietary Information").

Discloser shall not have any liability to Recipient or its Representatives resulting from the use of the Confidential Proprietary Information. Disclosure of the Confidential Proprietary Information shall in no way serve to create, on the part of Recipient, a license to use, or any proprietary right in, the Confidential Proprietary Information or in any other proprietary product, trademark, copyright, or other right of Discloser. Recipient shall not use, for Recipient's own benefit or permit others to use, any Confidential Proprietary Information.

Licensed User shall protect the Confidential Proprietary Information by using the same degree of care that Licensed User uses to protect its own Information of a like nature, but in no circumstances less than the strictest confidence, to prevent the unauthorized use, disclosure, dissemination, or publication of the information.

Items covered by the agreement include but are not limited to: technical information, algorithms, procedures, processes, forms, navigation, financial information, engineering drawings, customer lists, vendor lists, business practices, plans or strategies, existing or proposed, costs, prototypes, computer software, test results, tools, systems, technical developments, financial or business projections, investments, marketing plans, training information, materials, product specifications, and any other information that holds proprietary value to the Releasor/Disclosing Party. All Confidential Proprietary Information shall be and shall remain Discloser's property. Confidential Proprietary Information shall not include any information which is or becomes a party of the public domain through no act or omission of the Receiving Party, can be shown to be already possessed by the Receiving Party as of the date of disclosure, or shall be made available to the Receiving Party on a non-confidential basis by a third party having a right to do so.

Upon termination or expiration, all Confidential Proprietary Information furnished here under shall remain the property of and be returned to Paradigm Pioneers.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Proprietary Information in confidence shall remain in effect until the Confidential Proprietary Information no longer qualifies as a trade secret.

All claims and disputes arising under or relating to this Agreement including federal and state statutory claims are to be settled by mediation/arbitration/negotiation, which will be conducted in the state of New Jersey or another location mutually agreeable to the parties. The parties agree to arbitration of private individual dispute resolution to include lower costs, greater efficiency and speed, and the ability to choose expert adjudicators to resolve specialized disputes and shall be conducted on a confidential basis and shall not seek to represent the interests of any other entity pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Computer Science, Software Development, Systems Engineering, Intellectual Property Law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notwithstanding a suit for money damages, either party may immediately bring a proceeding seeking preliminary

injunctive relief in a court having jurisdiction which shall remain in effect until a final award is made in the arbitration or lawsuit. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns. 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 other right, power or privilege hereunder. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, the parties agree to cooperate to replace the invalid or unenforceable provision(s) with valid and enforceable provision(s) that will achieve the same result (to the maximum legal extent) as the provision(s) determined to be invalid or unenforceable.

Public Law 114–153 114th Congress An Act To amend chapter 90 of title 18, United States Code, to provide Federal jurisdiction for the theft of trade secrets, and for other purposes. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, SECTION 1. SHORT TITLE. This Act may be cited as the “Defend Trade Secrets Act of 2016”.

Paradigm Pioneers’ systems and processes may analyze data content in all of its products including but not limited to: websites, servers, databases and email for legitimate business purposes to provide clients with relevant data management, product development, spam and malware detection, prevention of theft of school property and intellectual property, to assist with HIPAA and FERPA compliance, monitor transmission of personally identifiable information (PII) data and perform searches for legal discovery. This analysis may occur as the content is sent, received or when it is stored.

Paradigm Pioneers utilizes several technologies to keep all content safe and secure as per HIPAA and FERPA Guidelines. When Paradigm Pioneers staff emails PII data it will be sent or requested utilizing email encryption services or the PII data will be redacted. We insist our clients do the same using a similar service such as Citrix ShareFile TM. Paradigm Pioneers Servers are in a HIPAA and HiTech compliant Data Center. Database server data is encrypted while at rest and in transit, however data transmitted by email outside our network will not be encrypted. We insist our clients use a service such as the above-mentioned Citrix ShareFile TM to transmit PII data. Database data and transaction logs are backed up nightly utilizing military grade encryption. Additionally, Paradigm Pioneers uses Patch Management software, Firewalls with its numerous protections and Geographic IP Blocking to block over 95% of the globe from being able to even connect to our network.

Paradigm Pioneers, Inc. shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure continues longer than 120 days, either party may terminate the Agreement.

Use of Paradigm Pioneers products and services implies consent with Paradigm Pioneers' policy.

Term and conditions may be subject to change without prior notice as deemed necessary by Paradigm Pioneers, Inc.