



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into as of the date of the last signature hereunder (“**Effective Date**”) by and between **GST BOCES** a **Cooperative Educational Services**, having its principal place of business at 459 Philo Rd Elmira NY and **EMS LINQ, LLC**, a Delaware Corporation, having its principal place of business at 2801 Via Fortuna, Suite 400, Austin, Texas, 78746.

WHEREAS this Agreement relates to disclosure verbally, visually, electronically and/or in tangible form, of certain confidential and proprietary information by either party (“**Discloser**”) to the other (“**Recipient**”) for the purpose of permitting the parties to consider a future business relationship (the “**Business Purpose**”); and

WHEREAS both parties understand that the Confidential Information (as hereinafter defined) received from Discloser is regarded by Discloser as valuable;

NOW THEREFORE, the parties agree as follows:

1. The term “**Confidential Information**” shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified by Discloser as confidential or proprietary or should be reasonably understood to be confidential or proprietary, based on the circumstances of disclosure or content of the information. Confidential Information includes, but is not limited to, trade secrets, patented or copyrighted information, computer programs, software, user interfaces, software documentation and/or specifications, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, business models, forecasts, capitalization and financing information, training materials, third party confidential information, any business terms or agreements related to the Business Purpose and customer lists. LINQ’s Confidential Information shall also include the Confidential Information of its affiliates and subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any information which: (a) was in the possession of, or was rightfully known by Recipient without an obligation to Discloser to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser; or (d) is independently developed by Recipient without access to or reliance upon the Confidential Information.
2. Recipient shall keep Confidential Information in strict confidence and shall not disclose it to any third party (except its Representatives), nor use such Confidential Information for any reason not directly related to the Business Purpose. For purposes of this Agreement, a party’s “Representatives” shall mean such party’s officers, directors, employees, advisors, attorneys, accountants, agents, or other representatives having a need to know such information in connection with this Agreement and who have been advised of Recipient’s obligations under this Agreement with respect to the Confidential Information. Recipient shall be fully responsible for any breach of the terms of this Agreement by any of its Representatives. Recipient shall promptly notify Discloser upon becoming aware of any unauthorized disclosure or use of Confidential Information by any person. Recipient shall not reverse engineer, decompile, copy, or export any Confidential Information.
3. If Recipient or any of its Representatives becomes compelled by applicable law, regulation, proceeding or other legal requirement to disclose any of the Confidential Information, Recipient will, to the extent permitted by law, provide Discloser with prompt notice of such requirement



prior to disclosure of the Confidential Information so that Discloser may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. The parties hereto acknowledge that Discloser would not have an adequate remedy at law for money damages if this Agreement were not performed in accordance with its terms and therefore agree that Discloser shall be entitled to specific enforcement of this Agreement in addition to any other remedy to which it may be entitled, at law or in equity.

4. The Confidential Information is provided "as-is" and Discloser makes no warranty of any kind with respect to the suitability, accuracy or non-infringement of third party rights. Recipient does not acquire any proprietary rights, including any license rights, title or interest in the Confidential Information except the limited right to use the Confidential Information for the Business Purpose in accordance with this Agreement. All Confidential Information furnished hereunder together with any copies thereof, shall be returned or destroyed promptly at the Discloser's request, and if destroyed, the Recipient shall send the furnishing party a certificate of destruction upon the Discloser's request.
5. This Agreement is the entire agreement between the parties and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which shall be an original and which together shall constitute one agreement. This Agreement shall be governed by the laws of the State of Texas excluding choice of law principles. Any disputes under this Agreement shall be exclusively decided by confidential binding arbitration in Travis County, Texas, in accordance with the rules of the American Arbitration Association. All notices under this Agreement shall be delivered by certified mail or overnight courier to the respective address set forth above. This Agreement may not be assigned by either party without the prior written consent of the other party. The term of this Agreement shall be twelve (12) months from the Effective Date (the "Term"); provided that the obligations of confidentiality under this Agreement shall continue for a period of three (3) years from the Effective Date with respect to any Confidential Information disclosed during the Term.

ACCEPTED BY:

GST BOCES

Signed by:

Edward R White III
1CF406856538406...
 Authorized Signature

Edward R White III Data Protection
 Officer _____
 Printed Name and Title
 6/18/2025

 Date

ACCEPTED BY:

EMS LINQ, LLC

DocuSigned by:

Mark Fredericks
524E07D7CB0148E...
 Authorized Signature

Mark Fredericks-
Controller _____
 Printed Name and Title
 6/18/2025

 Date

Certificate Of Completion

Envelope Id: D29DA829-275A-4C0B-9B72-1B443D2DBE43
Subject: Complete with Docusign: GST BOCES (LINQ MND)6-18-25.docxjo.pdf
Archive Category:
Source Envelope:
Document Pages: 2
Certificate Pages: 4
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Jen Olivares
2801 Via Fortuna Suite 400
Austin, TX 78746
jen.olivares@linq.com
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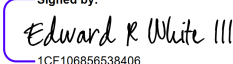
Record Tracking

Status: Original 6/18/2025 10:04:47 AM	Holder: Jen Olivares jen.olivares@linq.com	Location: DocuSign
Status: Original 6/18/2025 10:39:09 AM	Holder: LINQ service-docusign@linq.com	Location: DocuSign

Signer Events

Edward R White III
EDWHITE@gstboces.org
Security Level: Email, Account Authentication (None)

Signature

Signed by:

1CF106856538406...

Signature Adoption: Pre-selected Style
Using IP Address: 192.30.126.209


Timestamp

Sent: 6/18/2025 10:11:53 AM
Viewed: 6/18/2025 10:21:22 AM
Signed: 6/18/2025 10:22:58 AM

Electronic Record and Signature Disclosure:

Accepted: 6/18/2025 10:21:22 AM
ID: 621787e3-aff7-4d80-91e4-31c3f5d0deba

Mark Fredericks
mfredericks@linq.com
Controller
EMS LINQ, LLC.
Security Level: Email, Account Authentication (None)

DocuSigned by:

524E07D7CB014BE...

Signature Adoption: Pre-selected Style
Using IP Address: 46.110.121.227

Sent: 6/18/2025 10:22:59 AM
Viewed: 6/18/2025 10:38:59 AM
Signed: 6/18/2025 10:39:07 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jen Olivares
jen.olivares@linq.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/18/2025 10:39:09 AM
Viewed: 6/18/2025 10:39:09 AM
Signed: 6/18/2025 10:39:09 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 10:11:53 AM
Certified Delivered	Security Checked	6/18/2025 10:38:59 AM
Signing Complete	Security Checked	6/18/2025 10:39:07 AM
Completed	Security Checked	6/18/2025 10:39:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, "LINQ" (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact "LINQ":

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: it-admin@linq.com

To advise "LINQ" of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it-admin@linq.com and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from "LINQ"

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it-admin@linq.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with "LINQ"

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to it-admin@linq.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify "LINQ" as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by "LINQ" during the course of your relationship with "LINQ".