

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is entered into as of October ____th, 2026 (the “**Effective Date**”), by and between BLUEWAVE TECHNOLOGY GROUP, LLC, a Delaware limited liability company (“**Bluewave**”) with address for notices at 1046 Calle Recodo, Unit J, San Clemente, CA 92673 and Lehigh Area School District with address for notices at 1000 Union Street, Lehigh, PA 18235 (the “**Company**”), to protect the confidentiality of non-public information of each party (“**Discloser**”) that may be disclosed to the other party (“**Recipient**”) by the Discloser or its representatives before or during the term of this Agreement which is intended solely for use in evaluating or pursuing a possible business relationship between the parties (the “**Permitted Use**”).

1. As used herein, “**Confidential Information**” will mean any and all technical and non-technical information provided by the Discloser to the Recipient, in any form and by any means, for so long as the information holds value, as reasonably determined by Discloser, by virtue of remaining confidential. As a non-exhaustive list of examples, Confidential Information includes information regarding a party’s business plans, product and services information (technical, intellectual property related, research, the results of product testing, plans for developments, developments, inventions, processes, secret methods, projects, prototypes, designs, drawings, engineering, formulae, markets, software, hardware configuration, computer programs, algorithms), internal cost data, the terms of contracts with employees, potential or current agreements with third parties or the Recipient, customers, vendor lists, marketing, finances, information tending to embarrass Discloser or tending to tarnish its reputation or brand or all of the other information that the Recipient knew, or reasonably should have known, was the Confidential Information of the Discloser.

2. Subject to Sections 3 and 4, the Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Discloser, and will use the Confidential Information for no purpose other than the Permitted Use. The Recipient will also protect the secrecy of and avoid disclosure or use of such Confidential Information with at least the same degree of care that the Recipient uses to protect its own Confidential Information, but in no case, less than reasonable care. The Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein and Recipient shall ensure such parties adhere to such confidentiality obligations. The Recipient will be liable and responsible for any breach of this Agreement by any of its employees or authorized representatives and for any other action or conduct on the part of any of its employees or authorized representatives that is inconsistent with any provision of this Agreement.

3. The Recipient will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if the Recipient can demonstrate with competent evidence that such Confidential Information: (i) was in the public domain at the time it was disclosed to the Recipient by Discloser through no fault of Recipient; (ii) entered the public domain subsequent to the time it was disclosed to the Recipient, through no fault of the Recipient or any of its employees or representatives; (iii) was in the Recipient’s possession free of any obligation of confidence at the time it was disclosed to the Recipient as evidenced by records in existence at the time of disclosure; or (iv) can be shown by Recipient to have been developed by employees or agents of Recipient independently of and without use of, or reference to, any Confidential Information of Discloser.

4. Notwithstanding the above, the Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Recipient provides the Discloser with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Discloser in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. The Recipient will immediately notify the Discloser in the event of any loss or unauthorized disclosure of any Confidential Information.

6. Upon termination or expiration of this Agreement, or upon written request of the Discloser, the Recipient will promptly return to or destroy at the Discloser's option all documents and other tangible materials representing or embodying any Confidential Information and all copies thereof. Recipient shall provide written affidavit of destruction if requested by Discloser.

7. The Discloser is not required to disclose any Confidential Information. *The Discloser makes no representations or warranties regarding any information disclosed by it, and the Discloser disclaims, to the maximum extent enforceable by law, any representations and warranties that would otherwise be implied.* There are no licenses by implication granted under this Agreement and no licenses under any intellectual property rights or other proprietary rights are granted or conveyed by Discloser pursuant to this Agreement. Confidential Information is and shall remain the sole property of the Discloser. Recipient will not copy, alter, modify, disassemble, reverse engineer or decompile any of Discloser's Confidential Information without Discloser's prior written consent.

8. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Discloser and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Discloser.

9. This Agreement will terminate three (3) years after the Effective Date, or may be terminated by the Discloser at any time upon thirty (30) days written notice to the Recipient. The Recipient's obligations under this Agreement will survive any termination of this Agreement and will be binding upon the Recipient's heirs, successors, and assigns. The Recipient's obligations with respect to all Confidential Information will terminate only pursuant to Section 3.

10. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in the State of Delaware, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

11. The Recipient hereby agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Discloser and its business. The Recipient expressly agrees that due to the unique nature of the Discloser's Confidential Information, any breach of this Agreement by the Recipient will cause irreparable damage to the Discloser for which recovery of damages would be inadequate. Accordingly, the Recipient agrees that the Discloser will be entitled (a) to obtain timely injunctive relief under this Agreement, (b) to be indemnified by the Recipient for any loss or harm, including, but not limited to attorneys' fees, arising out of or in connection with any breach of the Recipient's obligations under this Agreement, (c) to obtain such further relief as may be granted by a court of competent jurisdiction.

12. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Discloser and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13. The Recipient, without the prior consent of the Discloser, shall not disclose to any other person the fact that Confidential Information of the Discloser has been and/or may be disclosed under this Agreement, that discussions are taking place between the Discloser and Recipient, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the Discloser.

14. Pursuant to the Defend Trade Secrets Act of 2016, if Recipient is an individual, Recipient acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Recipient files a lawsuit for retaliation by the Discloser for reporting a suspected violation of law, Recipient may disclose the trade secret to Recipient's attorney and may use the trade secret information in the court proceeding, if Recipient (A) files any document containing the trade secret under seal, and (B) does not disclose the trade secret, except pursuant to court order.

15. If any provision of this Agreement is unenforceable, the Parties intend for that provision to be interpreted in the manner that most closely reflects the Parties' original intent while rendering it enforceable, and all other provisions of the Agreement will remain unaffected. No waiver of a Party's duties under this Agreement will be enforceable unless written on paper and signed by the waiving Party. This Agreement may not be modified except by a mutually signed amendment on paper. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties. All notices given under this Agreement must be made in writing, on paper, and sent to the applicable Party's address above. This document includes the entire agreement between the Parties with regard to the subject matter it addresses, and it supersedes any prior agreements regarding the same subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

BLUEWAVE TECHNOLOGY GROUP, LLC,	Lehighton Area School District
By: _____	By: _____
Name: Seth Penland	Name: Jason Moser
Title: CEO	Title: Superintendent