

## INFORMATION SHARING AGREEMENT

THIS AGREEMENT is made by and between Nationwide CLEC, LLC, doing business as CCG Consulting (herein after “CCG”), a broadband consulting firm, and COLUMBIA COUNTY, a political subdivision of the State of Oregon, (herein after “County”). CCG and the County are collectively referenced herein as “Parties”.

The County is considering entering retaining CCG to assist with the design of a broadband system as part of its application for a Broadband Equity, Access, and Deployment (“BEAD”) grant. Preparation of this application will require the sharing of confidential or proprietary information between the Parties. Such information may be a Parties own information or may be confidential or proprietary information obtained by one of the Parties from third parties. The purpose of this agreement is to assure the protection and preservation of the confidential and/or proprietary nature of any such information when it is shared between the Parties in connection with the BEAD grant application process and, if such a grant is obtained, for the buildout and operation of the resulting broadband facility.

1. Definitions: As used in this Agreement:

a. “BEAD Grant Purposes” means use of information as part of the BEAD grant application process and, in the event such a grant is obtained, for the buildout and operation of the broadband facility covered by that grant.

b. “Confidential Information” means any information not otherwise required to be disclosed by a Party that is disclosed under an assurance that it will be kept confidential. Confidential Information also includes information that any Party obtains from a third party where that third party has placed any limits on the redisclosure of that information.

c. “Proprietary Information” means any information that qualifies as a “Trade Secret” for the purposes of ORS 192.345(2) which includes, but is not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

2. Any Party disclosing information that they believe to be Confidential Information and/or Proprietary Information shall advise the receiving party of that designation by either marking the individual documents being provided or by

sealing the information in an envelope bearing the designation “Confidential”, “Proprietary” or both. If the information is provided electronically, it shall be marked by a header, watermark or other similar means indicating that the information is “Confidential”, “Proprietary” or both.

3. Any Party receiving information under this agreement shall not use any Confidential Information and/or Proprietary Information during the term of the Agreement or thereafter for any purpose other than for BEAD Grant Purposes . The Party receiving the information further shall:
  - a. Maintain the information securely in trust and confidence and not disclose or use it for any purpose other than BEAD Grant Purposes.
  - b. Shall not reproduce the information in any form except as required for BEAD Grant Purposes.
  - c. Shall not disclose or transfer the information within its’ organization or among its officers, employees, agents, affiliates, subsidiaries, sub-contractors, and consultants except as strictly required for BEAD Grant Purposes. Each party shall be liable (with respect to the other party’s) for any breach of this provision by any individual or entity to whom that party improperly discloses this information.
  - d. Shall advise its officers, employees, agents, affiliates, subsidiaries, sub-contractors, and consultants who might have access to such information of the confidential and/or proprietary nature thereof and assure they comply with the requirements of this agreement.
  - e. Shall not disclose or provide any of the information to any third party, except as expressly authorized in writing,
4. All Confidential Information and/or Proprietary Information disclosed under this agreement (including all copies thereof) shall remain the property of the disclosing party and shall be destroyed or returned to the disclosing party upon the request of the disclosing party .
5. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information and/or Proprietary Information shall not be precluded under the following circumstances:
  - a. If such disclosure is authorized in writing by the Party originally disclosing the information.

b. If such disclosure is in response to a valid subpoena, discovery demand or order of a court or other governmental body. However, the party receiving such subpoena, demand or order shall promptly notify the original disclosing party of the receipt of such subpoena, demand or order and allow that party a reasonable time to oppose such disclosure. If disclosure is ultimately required, the party receiving the subpoena, demand or order shall use its best efforts to limit the further dissemination of the Confidential Information and/or Proprietary Information that is disclosed.

c. If the County receives an order from either the District Attorney or the Circuit Court requiring it to make such a disclosure in response to a request under the Oregon Public Records Act. However, prior to making such disclosure the County shall confer with the original disclosing Party and determine if that Party wishes to appeal the disclosure order. If the original disclosing Party does wish to appeal, it shall retain counsel to pursue that appeal. The original disclosing Party shall pay all attorney fees and other expenses related to that appeal including any award of costs or fees to the opposing party.

d. If the information (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, in the public domain; (ii) was independently developed or is known by the receiving Party at the time of receiving such information, as evidenced by its records; or (iii) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure.

6. No rights other than those expressly recited herein are granted or shall be otherwise implied. No license is granted to the receiving Party or otherwise implied, with respect to any property or right of the disclosing Party presently existing or acquired in the future, or for any use of or interest in the Confidential Information and/or Proprietary Information except such use that is expressly granted by this Agreement.
7. This Agreement shall continue in full force and effect for so long as the Parties continues to disclose Confidential Information and/or Proprietary Information to the other Parties. This Agreement shall terminate six (6) months after the last disclosure of Confidential Information and/or Proprietary Information is made by a Party and may be terminated by any Party at any time upon thirty (30) days written notice to the other Parties. Termination of this Agreement shall not relieve the Parties of the obligations imposed by this Agreement with respect to Confidential Information and/or Proprietary Information disclosed prior to the effective date of such termination and said obligations shall survive the termination of this Agreement for as long as a Party possesses any such Confidential Information and/or Proprietary Information.

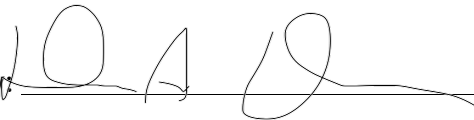
8. Except as otherwise agreed to in writing, the Party disclosing Confidential Information and/or Proprietary Information under this agreement makes no express or implied warranty as to the accuracy or completeness of that information; and except as provided in this Agreement, the disclosing party shall have no liability resulting from any use of the Information by any Party.
9. The parties agree that material and irreparable harm shall be presumed if any Party breaches any provision of this Agreement and that monetary damages would not be a sufficient remedy for such breach. Accordingly, in addition to monetary damages and other remedies available at law or equity, the original disclosing party shall be entitled to specific performance and injunctive relief (mandatory and prohibitory) as a remedy for such breach. The Parties waive any requirement for security or posting of any bond in connection with specific performance or injunctive relief.
10. For each disclosure hereunder the Party making such disclosure agrees to indemnify the other Parties against all claims, liabilities, and costs, including reasonable attorney fees, incurred in the defense of any claim brought against the Party receiving that disclosure alleging that the information disclosed infringes or misappropriates any United States patent, copyright, or trade secret. If any Party becomes the subject of such a claim, they shall promptly provide written notice to the Party that was the source of the information at issue and that source is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the part of any other party. The Party subject to the claim shall cooperate fully in the defense of such claim and may appear, at its own expense, with counsel of its own choosing.
11. To the extent that this Agreement imposes any financial obligations on the County the Parties acknowledge that such obligations are expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Any duty under this agreement for the County to provide defense or indemnification to any other Party or to hold such Party harmless is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

12. This Agreement shall be binding on any successors in interest of each party. Neither party may assign this Agreement or their respective obligations under this Agreement without the other party's prior written consent.

- 13. Any failure by a party to enforce the other party's strict performance of any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision or any other provision of this Agreement.
- 14. This Agreement shall be governed by the laws of the State of Oregon without regard to its choice of laws rules.
- 15. Each party hereby consents to jurisdiction and venue in the Columbia County Circuit Court or the Federal District Court for the District of Oregon, with respect to any dispute arising under or in connection with this Agreement.
- 16. The Agreement contains the final, complete, and exclusive agreement of the parties relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.
- 17. This Agreement shall be effective on the last date signed by the parties, below.

**Nationwide CLEC, LLC dba CCG Consulting:**

By:  \_\_\_\_\_

Name: Doug Dawson

Date: December 11, 2025

**COLUMBIA COUNTY:**

By: \_\_\_\_\_  
Kellie Jo Smith, Chair  
Columbia County Board of Commissioners

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Office of County Counsel