

By clicking “Submit” to receive our datacenter’s latest audit, you are agreeing to the following terms:

1. All information which is disclosed to you, your Affiliates, or agents of you or your Affiliates reasonably should be considered as confidential, including without limitation all reports, agreement terms, and other information. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, that entity.
2. Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to you at the time of its receipt, (iii) is disclosed to you from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Customer without reference to any Artifact Confidential Information.
3. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of this Confidential Information, including, at a minimum, those measures it takes to protect your own confidential information of a similar nature.
4. You will restrict the possession, knowledge and use of this Confidential Information to each of your employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Artifact Confidential Information to the same or greater degree as required under this Agreement. Customer will ensure that its employees, subcontractors and Affiliates comply with this Agreement.
5. You may disclose this Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if you give RiskWatch prior written notice sufficient to allow RiskWatch to seek a protective order or other remedy (except to the extent that your compliance would cause you to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
6. You will notify RiskWatch immediately upon discovery of any unauthorized use or disclosure of this Confidential Information or any other breach of this Agreement. You will cooperate with RiskWatch in every reasonable way to help RiskWatch regain possession of the Confidential Information and prevent its further unauthorized use and disclosure.
7. You will return or destroy all tangible materials embodying this Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of the Confidential Information) promptly following RiskWatch’s written request.
8. You acknowledge that a breach of your obligations under this Agreement could cause irreparable harm to which monetary damages may be difficult to ascertain or an inadequate remedy. You agree that RiskWatch will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
9. This Agreement is effective as of the date you first agree to its terms by clicking “Submit” on this page and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party.
10. This Agreement covers all of the Confidential Information received by you prior and subsequent to the Effective Date of this Agreement. If you have entered into a separate nondisclosure agreement with RiskWatch regarding the use, disclosure, and ownership of this confidential information, then that separate nondisclosure agreement will apply instead of this Agreement, provided that "Confidential Information" (or equivalent term) as defined in that separate nondisclosure agreement covers at least the same information covered by this Confidential Information, as defined in this Agreement.

11. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. You may not assign this Agreement without RiskWatch's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Florida, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in Sarasota County, Florida, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts.
12. You (i) acknowledge and agree that you do not acquire any rights against Auditors in connection with your receipt or use of any Report, and (ii) releases Auditors from any and all claims or causes of action that you have now or in the future against the Auditors arising from any Report. For the purposes of this Section, "Report" means any document that is made available from RiskWatch by clicking the "Submit" button on this page and "Auditors" means any party other than RiskWatch, you, or your organization that creates Reports for auditing purposes, or assists in the creation of Reports.