

**CONFIDENTIAL INFORMATION AND SAFEGUARD INSERT #2 (for use when negotiating agreements that involve the possible or indirect transfer of or access to Customer Information).**

[Service Provider] may have access to information that pertains to the financial, academic, health, or personal affairs of [MTU], its faculty, staff, students and patients which may be received through any communication or contact (collectively called "Customer Information")<sup>1</sup> in connection with providing services under this Agreement. [Service Provider] will hold the Customer Information in strict confidence and access it only for the explicit business purpose of this Agreement. [Service Provider] will not transfer or disclose the Customer Information to any third party without promptly obtaining the prior written consent of [MTU]'s Office of the General Counsel. In the event of a transfer or disclosure, [Service Provider] will require the recipient of the Customer Information to agree to the same restrictions and conditions that are imposed on the [Service Provider] by this Agreement.

[Service Provider] agrees to comply with all applicable state and federal laws concerning the privacy and confidentiality of the Customer Information. [Service Provider] further agrees that it will protect the Confidential Information in accordance with commercially reasonable standards.

[Service Provider] will indemnify and hold [MTU] harmless from any and all claims, liabilities, damages, and judgments, including [MTU]'s actual costs and actual attorney fees, resulting from the [Service Provider's], its agent's or contractor's failure to comply with the terms of this Agreement.

The confidentiality and information security program requirements provided herein shall survive the termination of this Agreement.

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<sup>1</sup>Customer Information does not include information which (i) was already in the [Service Provider's] possession prior to disclosure by [MTU] (regardless of whether such disclosure is prior to, on or after the date of this Agreement), (ii) is or becomes generally available to the public other than as a result of a disclosure by the [Service Provider], (iii) becomes available to the [Service Provider] on a non-confidential basis from a source other than [MTU], which source is not prohibited from disclosing the information to the [Service Provider] by a legal, contractual, fiduciary or other obligation to the [Service Provider], (iv) the [Service Provider] can show was independently developed by the [Service Provider] without the use of any Confidential Information of [MTU] or the involvement of any employee of the [Service Provider] who was privy to the Confidential Information of [MTU], or (v) is required by law or regulations to be disclosed.