

IQUILA

SOFTWARE DEFINED NETWORKS

POC iQuila Enterprise Server Request Form

IQ22092r5

iQuila Enterprise Configuration request form for iQuila Enterprise installation

Please select iQuila Server Install format

Windows Server 2016 or later	<input type="checkbox"/>	Linux CentOS	<input type="checkbox"/>
iQuila Hardware Server	<input type="checkbox"/>	VMWare Appliance Image	<input type="checkbox"/>

Please enter the IPV4 information for the Management interface, this should be a private IP address sitting on your private LAN.

IP Address	
Subnet Mask	
Gateway	

Please provide the Public IPV4 address that will be used for inbound connection to the iQuila Enterprise Server

Public IPV4 Address	
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The following ports are to be opened on your firewall and forwarded to the iQuila Server.

Port TCP 443, 5555 & UDP 40000 to 44999, 1134 open to the public should be forwarded to the above IPV4 address

Please provide Domain name for the iQuila Server .iQuila.net

Please Provide the Virtual Switch names you require and if they are required to be bridged to a LAN

Switch Name	Number of Licenses	Bridged to Local LAN	Bridged to Remote LAN

Please provide list of IP address that will be accessing the Management interface Public and Private

Name	IP Address	Subnet

Please Note

If the iQuila server software is installed in a Virtual environment, then Promiscuous Mode and MAC Address Changes must be set to Accept on the network adaptor connected to the server that will be running iQuila Server.

Non-Disclosure Agreement

This agreement is made on the

BETWEEN:

IQUILA LIMITED a company registered under number 03170260, whose registered office is at Unit 5,
Excelsior Business Park, Clos Mentor, Cardiff, CF14 3AY ("the first party")

&

Company Name

Address

Company Number

WHEREAS:

1. The first party carries on their business and wishes to disclose to the second party certain confidential information which is confidential to the first party
2. The second party carries on their business and further to the first party's disclosure, the second party shall disclose to the first party certain confidential information which is confidential to the second party
3. Both parties wish to ensure that the confidential information is kept confidential and to prevent each other from misusing or further disclosing that information to third parties without authorisation
4. In consideration of the mutual disclosure of confidential information hereunder, each party hereby agrees that it will accept the other party's confidential information subject to, and in accordance with the terms of this agreement which will accordingly take effect and be binding as a contract

IT IS AGREED as follows;

1. Confidential Information

1.1 For the purposes of this agreement "confidential information" shall be any information designated at or before the time of disclosure by the relevant disclosing party as confidential, and any other information that's falls within the definition as further set out below, this includes;

1.1.1 The fact that discussions and negotiations are taking place between the parties concerning the stated purposes and the status of such discussions and negotiations.

1.1.2 The existence and terms of this agreement.

1.1.3 Any and all confidential or proprietary information relating to;

a) The business, customers, clients, or suppliers of either party

b) The operations, processes, product information, trade secrets, know-how, or technical information of either party and;

1.1.4 Further information, data analysis, or findings derived from the confidential information.

1.2 The definition of confidential information set out above shall apply whether or not the confidential information is of a commercially or other sensitive nature, and in whatever tangible or intangible form the confidential information exists or is communicated.

1.3 Information shall not be or shall cease to be confidential information if and to the extent that any of the exceptions set out in clause 10 apply.

2. Receiving Parties' Confidentiality Obligations

- 2.1 Each party has a commercial or other interest in all confidential information that it may disclose to the other party after the parties enter into this agreement.
- 2.2 Each receiving party shall, subject to the provisions of clause 10, at all times maintain as secret and confidential and shall not disclose, use, exploit, or reproduce any part or the whole of the received confidential information directly or indirectly for any purposes other than the stated purposes without the express written consent of the disclosing party. Such unauthorised purposes may include, but are not limited to:
 - 2.2.1 Disclosing, whether directly or indirectly, or otherwise making available any part of the received confidential information to any person except as expressly permitted by this agreement;
 - 2.2.2 Copying or otherwise recording any part of the received confidential information except to the extent strictly necessary for the stated purposes. Any such copies or records made by the receiving party shall be the property of the disclosing party;
 - 2.2.3 Reproducing or attempting to reproduce any part of the received confidential information, or to investigate or uncover otherwise undisclosed aspects of the received confidential information, including, but not limited to related confidential information;
 - 2.2.4 Using the received confidential information, whether directly or indirectly, to procure or attempt to procure any commercial advantage for the receiving party, or a commercial disadvantage to the disclosing party;
 - 2.2.5 Carrying out any processes, making any inventions, further developments, or applications for any registered intellectual property rights from or based upon the received confidential information;
- 2.3 Each receiving party shall take all reasonable organisational, physical, and technical measures (including any reasonable measures proposed by the disclosing party from time to time) to preserve the secrecy and confidentiality of the received confidential information
- 2.4 Each receiving party shall keep written records of:
 - 2.4.1 Any received confidential information received from the disclosing party as a document or other tangible form, and
 - 2.4.2 Any copies made of any part of the received confidential information.
- 2.5 Upon the termination or expiry of this agreement for any reason, following the end of the stated purposes or, if sooner, on demand by the relevant disclosing party, each receiving party shall return all received confidential information forthwith to that disclosing party and shall further provide a certificate to the disclosing party certifying that no copies of the received confidential information have been made or retained and clause 7.2 will remain in force for a minimum period of 5 years
- 2.6 Nothing in this agreement shall prevent either party from using mere skills and experience acquired by that party or any of its representatives prior to, or in the course of the stated purposes.

3 Storage of Confidential Information

- 3.1 Each receiving party shall ensure that the received confidential information is kept only at its premises and shall not at any time allow the received confidential information or any part thereof to be removed from its premises or that location
- 3.2 Where received confidential information is held in hardcopy form, it must be stored in a locked cabinet when not in use
- 3.3 Where received confidential information is held electronically, the received confidential information shall be stored only on a local computer or device at the receiving party's premises. Received confidential information shall not be stored on a remote server of any kind. Confidential information stored on a local computer or device may be made accessible over the local area network to which the applicable computer or device is connected, provided it is not accessible via the internet or, may not be made accessible

over any network and confined solely to that computer or device. Furthermore, the computer or device shall not be connected to any network at any time while storing the received confidential information. The computer or device on which the received confidential information is stored must be protected using a password which may be shared only with those authorised to access the received confidential information. When not in use, the computer or device used to store the received confidential information must be locked.

4 Permitted Disclosure

- 4.1 Each receiving party may disclose to its representatives such of the received confidential information as is reasonably necessary for the stated purposes provided that:
- 4.1.1 It informs such representatives of the confidential nature of the received confidential information prior to disclosure
 - 4.1.2 It obtains from such representatives written undertakings to the disclosing party which shall be on substantially the same terms as this agreement and which shall be enforceable by it and are binding upon those representatives to the same extent as this agreement is binding upon the receiving party; and
 - 4.1.3 It keeps a written record of all representatives to whom the received confidential information, or any part of it, is disclosed
- 4.2 Each receiving party shall be liable for the acts or omissions of such representatives with respect to the received confidential information as if they were acts or omissions of that receiving party, whether or not that receiving party has complied with sub clause 4.1.

5 Mandatory Disclosure

- 5.1 Subject to the provisions of sub clause 5.2, each receiving party may disclose received confidential information only to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by any government agency or other regulatory or taxation authority of competent jurisdiction lawfully requesting such disclosure.
- 5.2 Prior to disclosure under sub clause 5.2, the relevant receiving party shall, to the extent permitted by law, notify the relevant disclosing party in writing in advance of such disclosure. If prior notification is not permitted by law, the receiving party shall, to the extent permitted by law, inform the disclosing party of the disclosure and the circumstances surrounding it as soon as is reasonably practicable after the disclosure has taken place.

6 Disclosure of Personal Data – Personal Data Sharing

- 6.1 The confidential information to be disclosed by the first party or the second party or both parties incorporates certain shared personal data which is to be disclosed by the relevant disclosing party to the relevant receiving party.
- 6.2 This clause 6 establishes the framework for the sharing of the shared personal data between the parties as data controllers. The shared personal data shall be disclosed to the relevant disclosing party to the relevant receiving party only to the extent reasonably necessary for the stated purposes
- 6.3 Both parties shall at all times comply with their obligations as data controllers and the rights of data subjects, and all other applicable requirements under the data protection legislation. This clause 6 is in addition to, and does not relieve, remove or replace either party's obligations under the data protection legislation. Any material breach of the data protection legislation by either party shall, if not remedied within 30 Days of written notice from the other party give the other party grounds to terminate this agreement with immediate effect.
- 6.4 With respect to the sharing of the shared personal data, the relevant disclosing party shall ensure it has in place all required notices and consents in order to enable the transfer of the shared personal data to the relevant receiving party.
- 6.5 With respect to the sharing of the shared personal data, the relevant receiving party shall:
- 6.5.1 Not disclose the shared personal data to any third parties

- 6.5.2 Process the shared personal data only to the extent reasonably necessary for the stated purposes
- 6.5.3 Ensure that any of its representatives to whom the shared data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those representatives and that are substantially the same as the obligations imposed upon that receiving party by this agreement
- 6.5.4 Ensure that it has in place appropriate technical and organisational measures, as reviewed and approved by the relevant disclosing party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the shared personal data, having regard to the state of technological development and the cost of implementing any such measures
- 6.5.5 Not transfer any of the shared personal data outside of the European economic area
- 6.5.6 Or not transfer any of the shared personal data outside of the European economic area unless:
 - 6.5.6.1 The relevant receiving party complies with the provisions of article 26 of the GDPR and only in the event that the third party recipient is a joint data controller and;
 - 6.5.6.2 The relevant receiving party ensures that the transfer is to a country that the European commission has determined by means of an adequacy decision offers an adequate level of data protection, pursuant to article 45 of the GDPR, there are appropriate safeguards in place pursuant to article 46 of the GDPR, or one of the derogations for specific situations set out in article 49 of the GDPR applies.
- 6.6 The parties shall assist one another in complying with their respective obligations under the data protection legislation. Such assistance shall include but not be limited to:
 - 6.6.1 Providing the other party with the contact details of its data protection officer and/or at least one other of its representatives as a point of contact for all issues relating to the data protection legislation including, but not limited to; compliance, training, and the handling of data breaches
 - 6.6.2 Consulting with the other party with respect to information and notices provided to data subjects relating to the shared personal data
 - 6.6.3 Informing the other party about the receipt of data subject access requests and providing reasonable assistance in complying with the same
 - 6.6.4 Not disclosing or otherwise releasing and shared personal data in response to a data subject access request without prior consultation with the other party, whenever reasonably possible
 - 6.6.5 Notifying the other party of any personal data breach affecting the shared personal data without undue delay
 - 6.6.6 Using compatible technology for the processing of the shared personal data in order to preserve accuracy
 - 6.6.7 Deleting or returning, at the request of the other party, the shared personal data and any and all copies thereof on the termination or expiry of this agreement, subject to any legal requirement to retain and applicable personal data

7 Proprietary Rights

- 7.1 The confidential information and all intellectual property rights subsisting therein shall remain the property of the respective disclosing party (or that party's licensors as appropriate) and the disclosure of the confidential information to the other party shall not confer upon that receiving party any rights whatsoever in any part of the received confidential information

7.2 Reverse Engineering

Except to the extent such prohibition is restricted by applicable law, the parties to this agreement shall not (a) copy, modify, translate, decompile, disassemble or otherwise reverse engineer the Product Software or Products or otherwise determine or attempt to determine source code for the executable code of the Product Software or software embedded in the Products, or (b) create any derivative works based upon the Product Software or (d) use the software product in any way without express permission from the directors of iQuila Ltd

8 Exceptions to Non-Disclosure and Confidentiality

8.1 The obligations set out in this agreement relating to confidential information shall not apply where the same can be proven using documentary evidence produced by the relevant receiving party to any information that;

- 8.1.1 Is already known to, or in the possession of, the receiving party at the time of its disclosure by the disclosing party, and the receiving party is free of any other obligations of confidentiality with respect to it
- 8.1.2 Is in, or comes into, other than through any breach of this agreement or other wrongful act or default of the receiving party, general circulation in the public domain
- 8.1.3 Is received by the receiving party from a third party free of any obligations of confidentiality similar to those set out in this agreement, provided such receipt is not of itself a breach of this agreement or any similar agreement between that third party and the disclosing party
- 8.1.4 Is, prior to disclosure by the disclosing party, already in the possession of the receiving party having been independently developed by the receiving party
- 8.1.5 Is disclosed to a third party by the disclosing party free of any obligations of confidentiality similar to those set out in this agreement
- 8.1.6 Is approved for disclosure in writing by the disclosing party
- 8.1.7 Is declared by the disclosing party in writing to no longer be confidential
- 8.1.8 Is required to be disclosed by the receiving party under freedom of information act 2000, or
- 8.1.9 Is required by law, by any court of competent jurisdiction, or by any government agency lawfully requesting the same to be disclosed provided that the receiving party notifies the disclosing party in advance of such disclosure

9 Term

9.1 This agreement shall come into force on the. The obligations of confidentiality set out in this agreement shall continue for the duration of the stated purposes, which may be terminated by either party at any time by giving 14 Days written notice, subject only to the exclusions set out in clause 10.

9.2 As fully detailed in clause 2.5, upon termination or expiry of this agreement for any reason, following the end of the stated purposes or, if sooner, on demand the respective disclosing party, each receiving party shall return the received confidential information to the other party and shall ensure that no copies thereof are retained.

10 Enforcement and Indemnity

10.1 Both parties hereby acknowledge that damages alone would not be an adequate remedy for any breach by either receiving party of this agreement

10.2 The first party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this agreement by the second party, actual or threatened

10.3 The second party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this agreement by the first party, actual or threatened.

11 No Further Obligation

11.1 The neither party shall have any obligation either to enter into any further transaction or agreement with the receiving party or to provide any, or any particular, information by the receiving party.

12 No Partnership Or Agency

12.1 Nothing in this agreement shall establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party

12.2 Each party hereby confirms that it is acting on its own behalf and not for the benefit of any other person

13 Non-Assignment of Agreement

13.1 Neither party may assign, transfer, sub-contract, or in any other manor make available to any third party the benefit and/or burden of this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

14 Entire Agreement

14.1 This agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by any instrument in writing signed by the duly authorised representatives of the parties

15 Variation

15.1 No variation of or addition to this agreement shall be effective unless in writing signed by each of the parties or by duly authorised person on its behalf

SIGNED for and on behalf of the First Party by:

[David Sweet, Director at iQuila Limited]

Authorised Signature

Date: _____

SIGNED for and on behalf of the Second Party by:

[_____]

Authorised Signature

Date: _____