

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into as of the 17<sup>th</sup> day of September, 2013 between AT&T, Inc. ("Carrier"), with its principal place of business at One AT&T Plaza, 208 S Akard Street, Dallas, Texas 75202 ("Headquarters") and the public safety entity requesting wireless 911 services, Wise County Sheriff's Office ("PSAP") located in Decatur, Texas.

1. The Carrier and the PSAP intend to disclose to each other information, which may include confidential information, for the purpose(s) described in Attachment A hereto (the "Project"). The term "Confidential Information" shall mean any information or data which is disclosed by a party to the other party under or in contemplation of this Agreement and which: (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure. The summary may be in the form of a non-confidential description of the confidential information that was disclosed. Confidential information may be either the property of the disclosing party or information provided to the disclosing party by a corporate affiliate of the disclosing party or by a third party.
  
2. The receiving party acknowledges the economic value to the disclosing party of all Confidential Information. With respect to Confidential Information, the recipient shall:
  - (a) use the Confidential Information only for the purpose(s) set forth in Attachment A;
  - (b) restrict disclosure of the Confidential Information solely to those employees of such party and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the disclosing party;
  - (c) advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information;
  - (d) make only the number of copies of the Confidential Information necessary to disseminate the information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies; and
  - (e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and private information.

For the purposes of this Agreement only, "employees" includes third parties retained for temporary administrative, clerical or programming support.

A "need to know" means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with the Project.

3. The obligations of Paragraph 2 shall not apply to any Confidential Information which the recipient can demonstrate:
  - (a) is or becomes available to the public through no breach of this Agreement;
  - (b) was previously known by the recipient without any obligation to hold it in confidence;
  - (c) is received from a third party free to disclose such information without restriction;
  - (d) is independently developed by the recipient without the use of Confidential Information of the disclosing party;
  - (e) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
  - (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
  - (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify the disclosing party of the order and permit the disclosing party to seek an appropriate protective order.
4. When requested by the recipient, the disclosing party will provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.
5. Each party acknowledges its obligation to control access to and/or exportation of technical data under the applicable export laws and regulations of the United States, and each party agrees to adhere to and comply with such laws and regulations with respect to any technical data received under this Agreement.

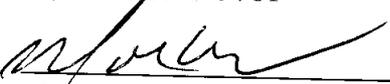
6. Confidential Information, including permitted copies, shall be deemed the property of the disclosing party. The recipient shall, within twenty (20) days of a written request by the disclosing party, return all Confidential Information, including all copies thereof, to the disclosing party or destroy all such Confidential Information. The recipient shall also, within ten (10) days of a written request by the disclosing party, certify in writing that it has satisfied its obligations under Paragraphs 2, 6 and 7 of this Agreement.
7. Both parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing party irreparable injury for which it would have no adequate remedy at law, and that the disclosing party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
8. Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
9. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.
10. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken hereunder shall survive any termination of this Agreement. The obligations hereunder with respect to confidential information disclosed prior to termination of this Agreement shall expire and terminate three (3) years after the date of termination of this Agreement.
11. This Agreement may not be assigned by either party without the prior written consent of the other.
12. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
13. Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

14. This Agreement, including Attachment A attached hereto and incorporated herein by this reference, represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the domestic laws of the State of Texas.

**AT&T, Inc.**

PO Box 97061

Redmond, WA 98073-9761

By: 

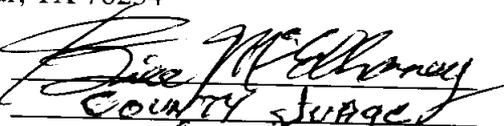
Title: Mark W. Loschky  
911 Compliance Officer

Date: 9/17/13

**Wise County Sheriff's Office**

200 Rook Ramsey Drive

Decatur, TX 76234

By: 

Title: COUNTY SHERIFF

Date: 09/30/13

## ATTACHMENT A TO NON-DISCLOSURE AGREEMENT

To the Non-Disclosure Agreement dated 9/17/13 between AT&T, Inc. ("the Carrier") and Wise County Sheriff's Office ("PSAP").

Purpose(s) for which Confidential Information is being disclosed:

- Wireless 911 planning.

Confidential information may include, but not be limited to:

- One or more lists of Carrier transmission towers as updated from time to time and estimated coverage maps\* associated with "border cells."
- Network architecture plans and documentation and information contained therein.
- Carrier proprietary supplier relationship information.
- Carrier's external and internal pricing and cost information.

Special Terms and Conditions:

\* Range and coverage provided on maps are estimated and provided to aid with routing decisions only. Factors such as topography, electronic interference, weather conditions and proximity to an operating cellular tower may affect transmission quality. Cellular phone quality, antenna type and placement may also affect reception.

Carrier has contracted with several third party agents to provide certain 911 database management and consulting services. Carrier Confidential Information provided by these third party agents shall be subject to the terms herein as if said Confidential Information was provided directly by the Carrier.