

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
COF Contract No. 2018-0054**

This non-disclosure agreement ("Agreement") is between Greenshades Software, Inc., ("GREENSHADES SOFTWARE, INC.," a Florida corporation, and CITY OF FRANKLIN, TN, a corporation.

RECITALS

A. GREENSHADES SOFTWARE, INC., and CITY OF FRANKLIN, TN, wish to exchange certain information pertaining to their businesses, clients, computer source code, payroll information and/or other proprietary information. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable, pertaining to the above.

B. GREENSHADES SOFTWARE, INC., and CITY OF FRANKLIN, TN, have an interest in participating in discussions wherein either party might share information with the other that the disclosing party considers to be proprietary and confidential (such proprietary and confidential disclosures being hereafter collectively referred to as "Information").

C. GREENSHADES SOFTWARE, INC., and CITY OF FRANKLIN, TN, are willing to disclose Information (as "Owning Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein.

Now, therefore, GREENSHADES SOFTWARE, INC., and CITY OF FRANKLIN, TN, agree, as follows:

1. The Receiving Party will:
 - a. (1) Not disclose Information of Owning Party to any other person, and (2) use at least the same degree of care to maintain the Information confidentiality as Receiving Party uses in maintaining the confidentiality its own Information, but always at least a reasonable degree of care;
 - b. Use the Information only for the above purpose;
 - c. Restrict disclosure of the Information of the Owning Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.
 - e. Within fifteen (15) days following request of Owning Party return to Owning Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Owning Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Owning Party which (a) was known to Receiving Party prior to disclosure by Owning Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party, or (e) is disclosed by Owning Party to a third party without a duty of confidentiality on the third party.

3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine-readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to Receiving Party within thirty (30) days of the disclosure. Information disclosed by Owing Party in a written document or machine-readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedules A and B attached hereto if applicable. Schedules A and B are incorporated herein by reference. Receiving Party hereby acknowledges receipt of the items listed in Schedules A and B, if any.

4. The Information shall remain the sole property of Owing Party.

5. NEITHER OWNING PARTY MAKES ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER OWNING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. The Receiving Party will not export, directly or indirectly, any technical data acquired from Owing Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

8. The validity, construction, and performance of this Agreement are governed by the laws of the State of Tennessee, and suit may be brought in Tennessee to enforce the terms of this Agreement.

9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Owing Party shall survive termination of this Agreement.

Greenshades Software, Inc.,
By: Mike Peterman
Name: Mike Peterman
Title: Security Analyst
Date: 5/30/2018

CITY OF FRANKLIN, TN
By: Eric S. Stuckey
Name: ERIC S. STUCKEY
Title: CITY ADMINISTRATOR
Date: 5/14/18

Approved as to Form:

Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Greenshades Software, Inc.,
7020 AC Skinner Pkwy
Suite 100
Jacksonville, Florida 32256

City of Franklin MIT Department
ATTN: Jordan Shaw
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification**. Greenshades Software, Inc., at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless *any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.*
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between Greenshades Software, Inc., and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.

7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.

8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.

Eric S. Stuckey _____ Date 5/14/18
Eric S. Stuckey, City Administrator
City of Franklin

Approved as to Form by:

Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

Mike Peterman _____ Date 05/02/2018
Greenshades Software, Inc., /s/

Mike Peterman, Security Analyst
Printed Name, Title