



NONDISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into on July 17, 2017 between **Telvent USA, LLC**, a Delaware limited liability company having a place of business at 4701 Royal Vista Circle, Fort Collins, CO 80528 ("Schneider Electric"), and **City of Franklin, Tennessee**, a Municipality in Williamson County, Tennessee, having a place of business at 109 Third Avenue South, Franklin, Tennessee 37064 ("Recipient").

In consideration of the Purpose of this Agreement and the promises, covenants and conditions contained herein, the validity and sufficiency of said consideration both parties hereby acknowledge, the Recipient hereby agrees as follows:

1. During the term of this Agreement Recipient agrees to receive certain information, plans, designs, concepts, protocol, and certain other information which may include, but is not limited to, techniques, methods, processes, procedures, "know-how", trade secrets, materials, prototypes, samples, tangible things, technical, financial or business information, the terms and conditions of any pending or existing agreements between the parties ("Confidential Information"). For the avoidance of doubt, Confidential Information of Schneider Electric shall also include information or material belonging to or disclosed by any of Schneider Electric's Affiliate(s) that the receiving party may obtain knowledge of or access to as a result of the business relationship described in Paragraph 2 below. For the purposes of this Agreement, an "Affiliate" of a party shall mean any company or other business entity controlled by, controlling or under common control Schneider Electric. "Control" shall mean the direct or indirect ownership of more than fifty per cent (50%) of the voting rights or income interest in a company or other business entity or such other relationship as, in fact, constitutes actual control.
2. The Recipient shall make use of the Confidential Information only for the following Purpose(s):
[Select all that apply]
 - ☐ Obtaining engineering feedback.
 - ☐ Furthering the business relationship between the parties.
 - ☒ Evaluation in anticipation of a business relationship between the parties.
 - ☐ Developing or presenting a proposal.
 - ☐ Modification of a party's product(s) to enhance compatibility with the other party's product(s).
 - ☐ Other:
3. With respect to such Confidential Information provided by Schneider Electric, the Recipient shall:
 - (a) hold such Confidential Information in confidence and protect it with the same degree of care with which the Recipient protects its own Confidential Information, but in no event less than reasonable care;
 - (b) use such Confidential Information only for the purpose(s) described in Paragraph 2 hereof, except as may otherwise be mutually agreed to by the parties hereto in writing in advance of such use;
 - (c) not copy or otherwise duplicate such Confidential Information, or allow anyone else to copy or otherwise duplicate any of such Confidential Information without Schneider Electric's prior written approval, except in the normal anticipated use thereof (as set forth in Paragraph 2);
 - (d) restrict disclosure of such Confidential Information solely to those employees, subcontractors, consultants and Affiliates with a need to know (collectively, the "Representatives"), and not disclose it to any other parties;



- (e) require that all Representatives agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof, by contract, work rules or other appropriate methods;
 - (f) promptly notify Schneider Electric in writing in the event that the Recipient or its Representatives becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that Schneider Electric, at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement; and
 - (g) promptly advise Schneider Electric upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or of any breach of this Agreement, including, without limitation, the misappropriation of the Confidential Information.
4. The Recipient shall not have any obligation to preserve the confidential nature of Confidential Information of Schneider Electric which:
- (a) Is already known by the Recipient, as evidenced by a writing dated prior to the date of disclosure; or
 - (b) Is or becomes generally known to the public at large through no wrongful act or other involvement of the Recipient; or
 - (c) Is received from an unaffiliated third party without an obligation of nondisclosure; or
 - (d) Is independently developed by the Recipient, or for the Recipient by third parties, without any access whatsoever to the Confidential Information; or
 - (e) Is approved in advance for release by written authorization of an officer of Schneider Electric.
5. The disclosure of Confidential Information by Schneider Electric does not confer any license under any patent, trademark, copyright, or any other Intellectual Property right, by implication or otherwise and all right, title and interest in and to the Confidential Information and/or Intellectual Property shall remain with, and vest exclusively in Schneider Electric. For the purposes of this Agreement, "Intellectual Property" shall mean any patent, patent application, industrial design, invention, design, trade secret, idea, work, technology, innovation, creation, concept, moral right, development, drawing, research, analysis, know-how, experiment, copyright, data, formula, method, procedure, process, system or technique and any right to apply for any of the foregoing.
6. All Confidential Information disclosed by Schneider Electric under this Agreement is provided "AS IS." Schneider Electric makes no warranty or representation whatsoever as to the sufficiency or accuracy of any Confidential Information it has disclosed hereunder or as to the results to be obtained therefrom and assumes no responsibility arising from any use or misuse thereof.
7. The provisions hereof shall inure and accrue to the benefit and detriment of, and be binding upon the successors and assigns of the parties hereto provided, however that no disclosure of Confidential Information may be made to any successor or assign of the Recipient without the advance, express written consent of Schneider Electric.
8. The terms of this Agreement, as well as the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Tennessee, USA, excluding applicable conflicts of laws rules. Notwithstanding the preceding sentence, Schneider Electric may bring an action to enjoin the wrongful disclosure of any of its Confidential Information in the jurisdiction and forum in which the wrongful disclosure has or is anticipated to occur.



9. Both parties acknowledge and agree that Schneider Electric may be irreparably harmed by any violation of this Agreement, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Recipient or other third parties receiving such Confidential Information to compete unfairly with Schneider Electric. Therefore, in the event of a breach or threatened breach, Schneider Electric party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post a security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.
10. This Agreement is effective on the date of Recipient's signature below and shall continue for a period of two (2) years. This Agreement may be terminated by either party at any time upon thirty (30) days advance written notice to the other party. Notwithstanding the termination or expiration of this Agreement, the obligations of the Recipient, with respect to the Confidential Information of Schneider Electric, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other Confidential Information, until Recipient is no longer obligated to preserve the confidential nature of the Confidential Information pursuant Section 4 of this Agreement. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of the Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. After the obligations with respect to an item of Confidential Information terminate, use of that item of Confidential Information shall continue to be governed by applicable law, including without limitation, patent and copyright law. Upon the termination or expiration of this Agreement or at the written request and instruction of Schneider Electric, all Confidential Information furnished hereunder, including any copies thereof, shall, at Schneider Electric's instruction, either be returned to Schneider Electric or destroyed and a certificate of destruction shall be timely provided by the Recipient to Schneider Electric.
11. Miscellaneous
- 11.1. This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement. In the event there is any conflict or inconsistency between this Agreement and the terms and conditions of any electronic dataroom, now or hereafter applicable to a party or the party's Representatives, the terms and conditions of this Agreement shall govern and constitute the terms and conditions with respect to a party's or its Representatives' access to Confidential Information in such electronic dataroom.
- 11.2. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original. This Agreement may be validly executed by means of signed facsimile or signed electronic transmission.
- 11.3. This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties. Subject to the parties' confidentiality obligations undertaken hereunder, it is understood and acknowledged by both parties that they may have been independently pursuing business opportunities in the areas to which the Confidential Information pertains and that nothing contained herein shall be deemed or construed to preclude either party from pursuing these opportunities independently or with any other third party, or from discontinuance of said pursuit without any liability accruing to the other party.



11.4. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11.5. Export Laws. The Recipient hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in furtherance of the purpose of this Agreement. Such requirements include, but are not limited to obtaining all required authorizations or licenses or otherwise complying with restrictions on regulatory authorizations for the export or re-export of any controlled item, product, article, commodity, software or technology. Recipient further represents and warrants that it is not currently debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States.

11.6. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer or company employee thereunto duly authorized, all as of the date set forth above.

<p>Telvent USA, LLC</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>John D. Dittler</u></p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>Nov 29, 2017</u></p>	<p>CITY OF FRANKLIN, TENNESSEE</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Eric S. Stuckey</u></p> <p>Title: <u>City Administrator</u></p> <p>Date: <u>11-17-2017</u></p>
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RETURN ONE FULLY EXECUTED COPY (Pgs. 1-3) TO:		
A. (Original/Scanned)	B. (Scanned)	C. (Original/Scanned)
Schneider Electric Attn: Insert Contact Insert Address	Legaldocuments@schneider- electric.com	Counterparty

Approved as to form by:

[Signature]
Tiffani M. Pope, Staff Attorney