

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, effective February, 06 2020, ("Effective Date") is between AECOM Technical Services, Inc. ("AECOM") and **Marin Emergency Radio Authority** ("MERA"), also referred to individually as ("Party") and collectively as ("Parties").

WHEREAS, in connection with the MERA Next Gen radio upgrade project (the "Purpose"), the Parties desire to share certain information that is non-public, confidential or proprietary in nature.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the disclosing Party ("Disclosing Party"), including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information belonging to the Disclosing Party or to a third party whose information is in the Disclosing Party's possession or control under obligations of confidentiality, and which (i) is disclosed to the receiving Party ("Recipient") or (ii) developed by Recipient at the Disclosing Party's expense.

1.2 Recipient hereby agrees that all information provided by the Disclosing Party or developed by Recipient at the expense of the Disclosing Party shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by Recipient without the written consent of the Disclosing Party, except as may be necessary for Recipient to fulfill the Recipient's obligations to the Disclosing Party in furtherance of the Purpose. Recipient shall protect and safeguard the Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.

1.3 Notwithstanding the above, these limitations shall not apply to information which is (i) already known to Recipient at the time of its disclosure; (ii) or becomes publicly known through no wrongful act or omission of Recipient; (iii) communicated to a third party with the express written consent of the Disclosing Party and not subject to restrictions on further use or disclosure; (iv) independently developed by Recipient; or, (v) required by law to be disclosed by a governmental agency, provided that before making such disclosure, Recipient shall immediately provide the Disclosing Party with written notice and a reasonable opportunity for the Disclosing Party to object to the disclosure or to take action to maintain the confidentiality of the information.

2. REMEDIES & LIABILITY

2.1 The Parties agree that in the event of a breach or threatened breach of this Agreement, the

Disclosing Party shall be entitled to obtain an injunction prohibiting any such breach. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The Parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the Disclosing Party.

2.2 In no event shall either Party be liable to the other, whether in contract, tort or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, and the Parties release each other from any such liability.

2.2 Other than an obligation upon the Disclosing Party to deal in good faith, the Disclosing Party makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Recipient in reliance on any Confidential Information disclosed under this Agreement.

3. TERM & TERMINATION The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of two (2) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient. Notwithstanding the foregoing, to the extent any of the Disclosing Party's Confidential Information is identified by the Disclosing Party as a trade secret or constitutes a trade secret, as contemplated in the Uniform Trade Secrets Act, Defend Trade Secrets Act, or similar laws or regulations applicable to the Agreement, the Recipient shall maintain the confidentiality of such Confidential Information for as long as such Confidential information remains a trade secret..

4. GOVERNING LAW & EXPORT CONTROLS The validity, construction and performance of this Agreement and all disputes between the Parties arising out of or related to this Agreement shall be governed by the laws of the State of California. Each Party irrevocably submits to the jurisdiction and venue as set forth herein. No Confidential Information or any portion thereof will be exported to any country in violation of the export laws and regulations of the United States government or the regulation of the European Union or an individual Member State of the European Union that imposes on an exporter a burden equivalent to or greater than that imposed by the U.S. Bureau of Industry and Security.

5. ENTIRE AGREEMENT & SEVERABILITY This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement and its provisions shall not be waived, altered, changed, or amended except as set forth in a written amendment to this Agreement and duly executed by the Parties. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(Signature Page Follows)

AECOM Technical Services, Inc.

Marin Emergency Radio Authority

Signature

Signature

Aaron Adilman
Printed Name

Printed Name

Vice President
Printed Title
303 East Wacker Drive, Suite 1400, Chicago IL
60601

Printed Title

Address

Address

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