



## NON-DISCLOSURE AGREEMENT

**PARTICIPANT's Name and Mailing Address:**  
Webb County Texas ("PARTICIPANT")  
1000 Houston St.  
Laredo TX 78040

**COMPANY Name and Mailing Address:**  
Xylem Water Solutions U.S.A., Inc. ("COMPANY")  
14125 South Bridge Circle  
Charlotte NC 28273  
Attention: Legal Department

This Agreement, dated as of June 09, 2017 (this "Agreement") is entered into by and between COMPANY ("Company") and PARTICIPANT ("PARTICIPANT", together with Company, the "Parties" and each, a "Party"). This Agreement is necessary to permit, during the term hereof, COMPANY to disclose to PARTICIPANT, Confidential Information (as defined herein). The purpose of the exchange of such information is to discuss Spektron 250E Validation report and proprietary algorithms / coefficients (the "Purpose").

### 1.0 CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public, confidential or proprietary information or items disclosed prior to, on or after the date hereof by Company to Participant relating to the past, present and future research, development, or business activities of the Company and its affiliates, including, without limitation (a) all information concerning past, present and future business affairs of the Company and its affiliates, and their respective customers and suppliers, including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (b) the unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property of the Company and its affiliates; (c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (d) any third-party confidential information included with, or incorporated in, any information provided by the Company to the Participant or its Representatives; and (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the "Notes") prepared by or for the Participant or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

### 2.0 CONFIDENTIAL INFORMATION EXCHANGE

**2.1** Confidential Information may be disclosed by Company to the Participant during the term of this Agreement. Confidential Information may be conveyed by Company in visual, written, oral, printed, or machine-readable form.

**2.2** Upon the request of Company, Participant shall, at its own expense, promptly return all copies, whether in written, electronic or other form or media, of the Company's Confidential Information (other than Notes), or destroy all such copies and certify in writing to the Company that such Confidential Information has been destroyed. In addition, the Participant shall also destroy all copies

of any Notes created by the Participant or its Representatives and certify in writing to the Company that such copies have been destroyed.

### 3.0 CONFIDENTIALITY OBLIGATIONS

**3.1** The Participant shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care and discretion as the Participant employs with similar information of its own that it does not desire to have published, disclosed, or disseminated, but in no event with less than a commercially reasonable degree of care. The Participant shall use Confidential Information only for the Purpose and shall not use the Confidential Information in any manner to the Company's detriment, including, without limitation, reverse engineering, disassembling, decompiling or designing around the Company's proprietary services, products and/or confidential intellectual property.

**3.2** The Participant shall not disclose any Confidential Information to any person or entity, other than the Participant's Representatives, consultants or subcontractors that (a) need to know the Confidential Information to assist the Participant, or act on its behalf, in relation to the Purpose or the exercise of its rights under this Agreement; (b) are informed by the Participant of the confidential nature of the Confidential Information and the obligations under this Agreement; and (c) are subject to confidentiality duties or obligations to the Participant that are no less restrictive than the terms and conditions of this Agreement. The Participant shall be liable for any breach of this Agreement caused by any of its Representatives. For purposes of this Agreement, "Representatives" means employees, officers, directors, agents, attorneys, accountants or advisors.

### 4.0 COMPELLED DISCLOSURE

Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or governmental authority of competent jurisdiction; provided, however, that the Participant shall, prior to making any such disclosure, provide the Company with (a) prompt written notice of such requirement so that the Company may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Company's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Participant remains subject to an order to disclose any Confidential Information, the Participant (or its Representatives or other persons to whom such order is directed) shall disclose only that portion of the Confidential Information that, on the advice of the Participant's legal counsel, such order requires the Participant to disclose and, upon the Company's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or governmental authority that such Confidential Information shall be afforded confidential treatment.

### 5.0 EXCEPTIONS TO CONFIDENTIAL INFORMATION

Notwithstanding any other provision of this Agreement, the confidentiality obligations specified in this Agreement shall not apply to any received Confidential Information that:

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- (a) is already in the possession of the Participant, as established by documentary evidence, prior to receipt from the Company;
- (b) is independently developed by an agent or employee of the Participant, as established by documentary evidence, without access or reference to, or use of, the Confidential Information;
- (c) is or becomes publicly available other than as a result of, directly or indirectly, any violation or breach of this Agreement by the Participant or any of its Representatives; or
- (d) at the time of disclosure is, or thereafter becomes, available to the Participant on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Participant by a legal, fiduciary or contractual obligation to the Company.

### 6.0 TERM OF AGREEMENT

The term of this Agreement shall begin on the date hereof and shall expire on the fifth anniversary of the date hereof, provided that the obligations of Section 3 shall continue for five (5) years from the date any Confidential Information is provided to Recipient irrespective of any earlier termination or expiration of this Agreement and Sections 4, 5 and 8 of this Agreement shall survive any expiration or termination thereof indefinitely.

### 7.0 NO TRANSFER OF RIGHTS, TITLE OR INTEREST; OTHER INTELLECTUAL PROPERTY RIGHTS

Company retains its entire right, title and interest, including, without limitation, all intellectual property rights, in and to all of its Confidential Information. Without limiting the immediately preceding sentence, no license or immunity is granted by this Agreement by Company, either directly or by implication, estoppel, or otherwise, under any patents, copyrights, trademarks, or mask works, or any trade secrets or know-how. The Participant hereby acknowledges and agrees that neither the Company nor any of its Representatives has made or hereby makes (a) any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Participant hereunder, or (b) any representation, warranty, assurance or guarantee with respect to the infringement, misappropriation or violation of any of the intellectual property rights of third parties. Neither the Company nor any of its Representatives shall be liable to the Participant or any of its Representatives for any matters relating to or resulting from the Participant's use of any of the Confidential Information or any errors therein or omissions therefrom.

### 8.0 GENERAL PROVISIONS

**8.1** Participant acknowledges and agrees that (a) this Agreement shall not restrict the right of Company to enter into agreements with other parties for the same or similar purposes, or to make, have made, use, sell, buy, develop, market, or otherwise transfer any technology, products or services now or in the future, (b) neither Party shall be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, and (c) Company shall not be required to disclose

any information, confidential or otherwise, to Participant. Either Party may at any time, in its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

**8.2** Unless required by law or the rules of any applicable stock exchange, each Party agrees not to disclose (a) that discussions have taken place between the Parties and (b) the existence, the terms, conditions or subject matter of this Agreement to third parties (other than Representatives) without the prior written consent of the other Party.

**8.3** Participant shall comply with all applicable laws, rules and regulations, including, without limitation, the United States Export Administration Regulations relating to the export or re-export of technical data and products produced as a result of the use of such data (collectively, the "Regulations"), insofar as they relate to the information disclosed under this Agreement. Each Party agrees not to export or re-export, directly or indirectly, any Confidential Information or technical data provided by the other Party, or the direct product of such Confidential Information or data, to any country to which export is prohibited by the Regulations.

**8.4** The parties do not intend to create, and nothing in this Agreement shall be construed as creating, any agency, partnership, joint venture or other form of joint enterprise or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**8.5** Nothing contained in this Agreement shall be construed as conferring any rights to use in any announcement, statement, press release or advertising, publicity or other marketing activities, any name, trade name, trademark, brand name, acronym or other designation of the other Party, including, without limitation, any contraction, abbreviation, or simulation of any of the foregoing.

**8.6** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without giving effect to any choice or conflict of laws provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Laredo, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such Party's address set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with the terms of this Agreement) shall be effective service of process for any suit, action or other proceeding brought in any such court.

**8.7** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure of either Party to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement

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shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**8.8** If any term or provision of this Agreement is found by court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, 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.

**8.9** Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party and any purported assignment without such consent shall be void ab initio.

**8.10** This Agreement is the complete and exclusive agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, both oral and written, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party.

**8.11** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and may be given: (a) by hand; (b) by a nationally recognized overnight courier; or (c) by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this section). All such Notices shall only be duly given and effective upon receipt (or refusal of receipt).

**8.12** Participant acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by the Participant or any of its Representatives. Therefore, the Company shall be entitled to equitable relief, including injunctions and specific performance, as a remedy for any such breach or threatened breach, without the requirement of posting any bond or furnishing other security. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Participant or its Representatives of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Company.

**8.13** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to constitute one and the same agreement. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first written above.

**"COMPANY"**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**"PARTICIPANT"**

By: \_\_\_\_\_

Name/Title: JANIS E. TRERINA

Webb County Judge  
June 12, 2017



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AFTERMARKET  
SALES LEAD

shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Name/Title: TOM PETER

"PARTICIPANT"

By: [Signature]

8.8 If any term or provision of this Agreement is found by court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, 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.

Name/Title: TANO E. TRERINA

Webb County Judge  
June 12, 2017

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"COMPANY"

By: [Signature]

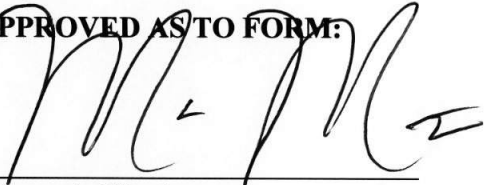
ATTESTED:



*Margie Ramirez Ibarra*

**Margie Ramirez Ibarra**  
**Webb County Clerk**

APPROVED AS TO FORM:



**Marco A. Montemayor**  
**Webb County Attorney**

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Commissioners Court Meeting****Meeting Date:** 07/25/2016

Wedeco Three (3) Year Maintenance Contract for UV Disinfection Operation

**Submitted for:** Adrian Montemayor**Submitted By:** Adrian Montemayor**Department:** Engineering

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**Subject:**

Discussion with possible action to approve a contract with WEDECO - Xylem Water Solutions in the amount of \$62,650.00 for Three (3) years of maintenance and replacement of all materials and parts involving the newly installed UV Disinfection system to include three (3) days of on site service every 6 months, pursuant to Section (7)(C) Discretionary Exemption, Texas Local Government Code.

**[Account #745-3001-8801-7 (Capital Outlay-Water Utilities)]**

**Issue:** Upon completion of the UV Disinfection Unit at the Water Plant, it is highly recommended that a maintenance contract with the vendor be awarded to ensure the equipment is running effectively and in a correct manner as well as training of staff to incorporate these maintenance processes.

**Solution:** The manufacturer provides levels of maintenance packages which we are recommending. All on-location consumables, parts for repairs, and training is included.

**Result:** Appropriate maintenance and training.

**Background:**

This service is considered the gold preventative maintenance which is offered for a full three (3) years. Included with this three year service contract will be a full system extended warranty. A full replacement of lamps will also be included and installed once a lamp replacement is necessary (approximately 12,000 hours of use). In order for Xylem to offer the full system warranty, new Spektron e 250 vessels shall be successfully started up by WEDECO technicians and signed off to the owner. The owner shall continue to perform the daily maintenance activities for the UV system (Spektron e 250) for the extended warranty to remain valid. Any active alarms present on the HMI screen shall be reported to the Wedeco service department. Services include

**Previous Court Action:**

N/A

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**Fiscal Impact****Budget Account Number:** 0**Funding Source:** 0**Balance:** 0**Financial Impact:**

Account #745-3001-8801-7 (Capital Outlay-Water)

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**Attachments**[WEDECO Proposal](#)

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