

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into this 18th day of July, 2018, by and between VERTIQ SOFTWARE LLC, a California corporation, located at 18625 Sutter Blvd., Suite 500, Morgan Hill, California 95037 ("VertiQ"), and Webb County Medical Examiner, a political subdivision — — — — — with offices/residence at US-59 & State Representative Henry Cuellar Roadway Laredo, TX 78045

MARGIE R. IBARRA
COUNTY CLERK
FILED
2018 NOV 26 PM 3:40
WEBB COUNTY, TEXAS
DEPUTY

1. Definitions. For purposes of this Agreement, "Information" shall mean the information provided by the disclosing party to the receiving party which relates to plans and information relating to the disclosing party's products and/or services, which may include, but is not limited to, the following types of information or other information of a similar nature, whether written or oral: all documentation and other tangible or intangible information, discussions, flowcharts, or diagrams, relating to all or any portion of the disclosing party's existing or prospective products and/or services; prospective new ventures; policies and procedures regarding the design, development, marketing, pricing and distribution of goods and/or services; research methods and results; creative and programming tools, methodologies, techniques; the identities of customers, business partners, and/or suppliers (actual or prospective), and any information relating to their actual or prospective products and/or services, business plans, and financial and sales records; business practices, operational procedures, internal policies, and business plans; employment and contractor relationships; or consulting services. Such Information excludes, however, any information that (1) has been or is obtained by the receiving party from a source independent of the disclosing party, (2) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the receiving party or its personnel, or (3) is independently developed by the receiving party without reliance in any way on the Information or Materials provided by the disclosing party. "Materials" shall mean all memoranda, notes, records, drawings, manuals, disks, or other documents and media, including all copies, extracts, and summaries thereof, containing any Information or provided to the receiving party by the disclosing party with reference to this Agreement.

2. Authorized Use. The Information and Materials are provided to the receiving party for the purposes of:

(1) allowing remote access to the CME software CME-V3 for more in-depth evaluation for potential purchase; the start/end dates to be mutually agreed upon; but

(2) prohibits the access or any viewing by anyone outside of Webb County Medical Examiner staff, ("Authorized Use").

3. Limited Use. The receiving party acknowledges that it is to be given access to the Information and Materials solely for purposes of Authorized Use. The receiving party agrees that, except as expressly authorized by the disclosing party, it (1) will not use the Information, (2) will keep the Information confidential at all times, and (3) will not copy or modify the Materials, or any copy, adaptation, transcription, or merged portion thereof. The receiving party shall limit its disclosure of the Information and Materials to employees within its own organization whom the disclosing party could reasonably expect to have a legitimate need to receive such Information and Materials in order to accomplish the Authorized Use and whom are bound by confidentiality obligations substantially similar to the provisions in this Agreement. Additionally, the receiving party is specifically prohibited from revealing any of the Information to any third parties who may be competitors or potential competitors of the disclosing party.

4. Proprietary Protection. The disclosing party shall have sole and exclusive ownership

of all right, title, and interest in and to the Information and Materials, including ownership of all copyrights, patents and trade secrets pertaining thereto, subject only to the rights and privileges expressly granted by the disclosing party.

The Information is considered to include valuable trade secrets of the disclosing party. The receiving party acknowledges that, in the event of any breach of this Agreement, the disclosing party will not have an adequate remedy in money or damages. The disclosing party, therefore, shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting a bond, even if otherwise normally required. The disclosing party's right to obtain such relief shall not limit its right to obtain other remedies.

5. Disclaimer. Except as may otherwise be set forth in a signed, written agreement between the parties, the disclosing party makes no representation or warranty as to the accuracy, completeness, condition, suitability, or performance of the Information or Materials, and the disclosing party shall have no liability whatsoever to the receiving party resulting from its use of the Information and Materials.


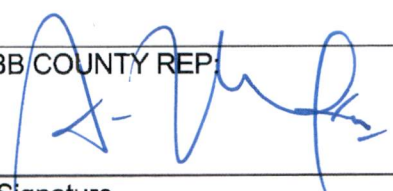
6. Term and Termination. Upon the earlier of the disclosing party's request or the completion of the Authorized Use, the receiving party shall promptly return or destroy all Materials and discontinue all further use of the Information. Upon the disclosing party's request, the receiving party shall promptly certify that such action has been taken.

7. General. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas in the County of Webb, Texas, as it applies to a contract executed, delivered, and performed solely in such state. The receiving party may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the disclosing party.

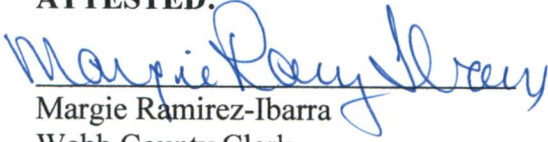
8. Attorney's Fees. The prevailing party in any action sought to enforce or interpret this Agreement or any provision thereof shall be entitled to recover attorneys' fees and costs in conjunction with such legal proceedings.

9. Survival of Obligations. All obligations under this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

VERTIQ SOFTWARE LLC: By:  Anthony Kessel, CEO	WEBB COUNTY REP: By:  Signature Tano E. Tijerina Webb County Judge Print Name and Title
Date: 08/07/2018	Date: 8/14/18

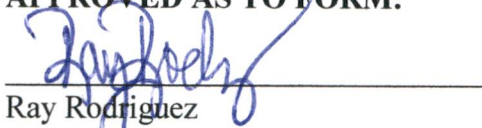
ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ray Rodriguez

Webb County Civil Legal Division Attorney

*By law, this 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).

*Passed and approved by the Webb County Commissioners Court
On August 13, 2018; item no. 7m.*