

MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: May 10, 2018

This Agreement is made by and between **HTC Global Services, Inc.** and its subsidiaries and affiliates (including, without limitation, **Ciber Global, LLC** and **CareTech Solutions, Inc.**), a Michigan corporation having a principal place of business at 3270 Big Beaver Road, Troy, Michigan (collectively, "HTC"), and **Pinellas County**, a political subdivision of the State of Florida having a principal place of business at 315 Court Street, Clearwater, Florida ("Company").

1. Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean any and all financial, technical, and non-technical information, including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the parties, and further includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, pricing, medical records, salary and personnel information, medical reimbursement information, procurement requirements, purchasing, manufacturing, customer and patient lists, business forecasts, sales and merchandising, and marketing plans and information; provided however, that such information meets the applicable requirements for protection under Florida law. "Confidential Information" also includes proprietary or confidential information of any third party and any information disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient") which information is conspicuously designated as "Confidential", or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. Nondisclosure and Nonuse Obligation. Each of the parties agrees that it will not, directly or indirectly, make use of, disseminate, or in any way disclose any Confidential Information of the other party to any third parties except for the purpose of evaluating a possible business relationship between HTC and Company, or as may otherwise be authorized by the Discloser. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Each party's obligations under Paragraph # 2 ("Nondisclosure and Nonuse Obligation") with respect to any portion of the other party's Confidential Information shall not apply to information that the party seeking to avoid its obligation under such Paragraph can document: (a) was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (d) was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure of

Confidential Information (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the party disclosing such information shall provide prompt written notice thereof to the other party to enable it to seek a protective order or otherwise prevent such disclosure. Nothing stated herein shall limit the parties' obligations to comply in all respects with Florida's laws governing public records.

4. Ownership of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to one party by the other shall remain the property of such party and shall be returned to it promptly at its request, together with any copies thereof.

6. No Export. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement 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 government approval without first obtaining such license or approval.

7. Term. This Agreement shall and the obligations herein shall continue for a period of three (3) years from the date hereof.

8. No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida, without application of its conflicts of laws principles. The parties irrevocably consent to the non-exclusive personal jurisdiction of the federal and state courts located in or for Pinellas County, Florida.

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10. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

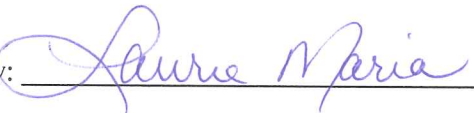
11. Waiver. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

12. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the non-disclosing party for which there will be no adequate remedy at law, and the non-disclosing shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HTC Global Services, Inc.

By: 

Name (Print): Laurie Maria

Title: Dir. of Finance

Company:

By: 

Name (Print): Mark S. Woodard

Title: County Administrator

APPROVED AS TO FORM

By: 
Office of the County Attorney