

EXHIBIT A

ALAMO REGIONAL SECURITY OPERATIONS CENTER PARTICIPATION AGREEMENT

This Alamo Regional Security Operations Center Participation Agreement (this “Agreement”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation (the “City”), CPS Energy, a Texas electric and gas utility owned by City (“CPS”), and _____ (“Participant”), each a “Party” and collectively, the “Parties”.

BACKGROUND

The Alamo Regional Security Operations Center (the “ARSOC”) was created with a vision for a centralized security operations facility to provide real-time, collaborative, cyber-security training and information sharing among public/governmental entities in the San Antonio Area. As regional public/governmental organizations and in support of this vision, the Parties wish to collaborate in skills development and training exercises at the ARSOC in furtherance of their commitment to protecting San Antonio’s and the surrounding area’s infrastructure and critical systems. Therefore, in consideration of the mutual covenants and promises established herein, the Parties hereto agree as follows:

AGREEMENT

1. Term. This Agreement begins on _____ and ends on _____, unless terminated earlier upon written notice from City and CPS (the “Term”).

2. Limited Access. During the Term of this Agreement, Participant may temporarily access the ARSOC facility located at 638 Davy Crockett, Building 940, San Antonio, Texas 78226 (the “Facility”), to participate in specified meetings, trainings, and exercises offered or supported by the City and CPS. Participant’s access is limited to the common, general, and nonexclusive areas of the Facility, which include the following and may be referred to collectively as the “Common Areas”:

- (a) Training rooms, when scheduled and approved;
- (b) Conference rooms, when scheduled and approved;
- (c) Observation deck;
- (d) Billeting room;
- (e) Break room and kitchen;
- (f) Bathrooms;
- (g) Gym;
- (h) IDF/MDF closet;
- (i) Radio maintenance and issuing center; and
- (j) Related areas that are intended and designated by City from time to time for the common, general, and nonexclusive use of all subtenants and participants of the ARSOC.

The City has exclusive control over and the right to manage the Common Areas.

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3. Exchange of Information. The Parties acknowledge that in the course of business and operations at the ARSOC, each Party may acquire information that is proprietary to or confidential to the other Party or other approved subtenants or participants. Any information delivered and received in connection with the ARSOC shall be presumed to be proprietary and/or confidential by the delivering Party unless clearly noted as public information on the page(s). Subject to and except for disclosure under the Texas Public Information Act or other open records laws, each Party will hold any information delivered to it by another in confidence and ensure that adequate internal controls, safeguards, and/or countermeasures are established to protect such information, and will not copy, reproduce, sell, assign, license, market, transfer, or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the delivering Party. The Parties will use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any such proprietary and/or confidential information; provided neither Party shall be obligated to initiate any legal proceeding to protect same. The Parties acknowledge that confidential information specifically excludes information that can be demonstrated to have been in the public domain or to have been known by the receiving Party prior to execution of this Agreement and that was not acquired, directly or indirectly, from one of the Parties or any third party under a continuing obligation of confidentiality. Each Party may disclose another Party's confidential information to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligation under this Agreement. For the avoidance of doubt, each Party shall have the right, in its sole and absolute discretion, to determine what information will be shared with the other Parties or any other participant in the ARSOC.

4. Intellectual Property. The Parties acknowledge that in the course of the business and operations at the ARSOC, there may be opportunities for the Parties and any other approved subtenants or participants in the ARSOC to undertake activities that will involve intellectual property. Prior to undertaking any activities to jointly create new intellectual property, the Parties agree to negotiate in good faith the appropriate agreement(s) to memorialize the understanding between the Parties regarding each Party's intellectual property rights, and of any intellectual property developed pursuant to such activities. All intellectual property developed prior to or independently of the other Parties shall remain the property of the Party using, permitting use of, or disclosing such intellectual property in the course of the business and operations at the ARSOC and no license or other right is granted or implied thereby.

5. Participant's Insurance and Waiver of Claims. City and CPS agree to accept Participant's representation of being self-insured, provided however, Participant hereby waives any claim against City and/or CPS for damage to any property of Participant at the Facility and any claim for any injury to persons occurring at the Facility, regardless of any cause or of any concurrent or contributing fault or negligence of City or CPS.

6. No Liability or Responsibility. THE PARTIES AGREE THAT THE CITY AND CPS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND, TO THE EXTENT PERMITTED BY LAW, SHALL BE INDEMNIFIED AND HELD HARMLESS BY PARTICIPANT AND RELEASED FROM

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party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto.

10. Severability. If any clause or provision of this Agreement is held illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is determined to be illegal, invalid, or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

11. No Waiver. No act or omission of a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to a Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

12. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended, nor will be construed, to confer upon or give to any person or entity, other than Participant, together with its respective agents, employees, officers, and representatives, individually and collectively, any right or remedy under or by reason of this Agreement.

13. Amendment. This Agreement may not be altered, changed, or amended except by a written instrument signed by the Parties.

14. Governing Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas, and exclusive venue shall lie in Bexar County, Texas.

15. Authority to Execute. The representatives executing this Agreement on behalf of the Parties warrant that each of them has full authority to do so.

16. Final Agreement. This Agreement constitutes the entire understanding and agreement of the City, CPS, and Participant with respect to the subject matter of this Agreement and contains all of the covenants and agreements of the Parties with respect thereto. The City, CPS, and Participant each acknowledge that no representations, inducements, promises, or agreements, oral or written, have been made by the City, CPS, or Participant, or anyone acting on their behalf, which are not contained in this Agreement, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

(Signatures on next page)

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EXECUTED on the dates indicated below in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

By: Patsy Boozer
Title: Chief Security Officer
Date: _____

CPS ENERGY

By: _____
Title: _____
Date: _____

PARTICIPANT:

By: _____
Title: _____
Date: _____