

<b>Company:</b> <i>Full legal name</i>	City of Grand Rapids, MN
<b>Purpose:</b> <i>How Confidential Information may be used</i>	To provide technical information concerning Cityworks
<b>NDA Term:</b> <i>The disclosure period</i>	One (1) year commencing on the Effective Date
<b>Confidentiality Survival Period:</b> <i>Duration of the confidentiality obligation post-termination</i>	Three (3) years from the date of termination or expiration of the NDA
<b>Governing Law:</b>	State of Minnesota, United States of America
<b>Jurisdiction and Venue:</b>	Federal and state courts situated in the State of Minnesota, United States of America
<b>Additional Terms:</b>	None

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “**NDA**”) is made by and between the Company named above (“**Company**”), and the undersigned Trimble entity (“**Trimble**”), each on behalf of itself and its Affiliates (including Azteca Systems, LLC) as defined below (Company and Trimble each a “**Party**”, and collectively, the “**Parties**”). The NDA Terms in Attachment A are incorporated by reference into, and are made a part of, this NDA.

The duly authorized signatories of Company and Trimble have executed this NDA, effective as of the later of the dates below (the “**Effective Date**”).

Company	Trimble Inc.
By:	By:
Name:	Name:
Title:	Title:
Dated:	Dated:
<i>Physical Address for Notice Purposes:</i>	<i>Physical Address for Notice Purposes:</i> Trimble Inc. Attn: General Counsel, Important Legal Notice 510 De Guigne Avenue, Sunnyvale, CA 94085

## Attachment A – NDA Terms

**1. Purpose.** The Parties have commenced or desire to commence discussions for the limited purpose set forth on the signature page of this NDA (the “**Purpose**”), and expect that each Party may disclose or make available to the other certain Confidential Information, as defined below, in connection with the Purpose. The Parties intend for this NDA, among other things, to limit the manner and extent to which each recipient may use or disclose the other Party’s Confidential Information. For the purposes of this NDA, “**Discloser**” refers to the party disclosing Confidential Information; “**Recipient**” refers to the party receiving Confidential Information; and “**Affiliate**” means a Party’s parent, subsidiary company, joint venture or a corporate affiliate that controls, is controlled by or under common control with such Party, or a Party’s joint venture.

**2. Confidential Information.** “**Confidential Information**” means any non-public information or material relating to the existing or prospective business and/or technology of a Party, its Affiliates, or their third party commercial partners which (a) is expressly marked as confidential by Discloser at the time of disclosure, (b) is disclosed orally provided Discloser identifies it as confidential at the time of disclosure and confirms in writing the confidential nature of the Confidential Information disclosed orally within thirty (30) calendar days of oral disclosure, or (c) would otherwise reasonably be understood to be of a confidential nature given the circumstances surrounding the disclosure and nature of the information. Confidential Information may include, but is not limited to, a Party’s product and roadmap information, business and marketing plans, financial/pricing information, employee or contractor information, customer and vendor related data, strategies, plans, software, techniques, drawings, designs, processes, specifications, technical data, research and development, inventions, intellectual property and know-how. The existence and terms of this NDA are Confidential Information.

**3. Obligations of Confidence.** Except as expressly permitted or further restricted by Section 4 below, each Party agrees as recipient of Discloser’s Confidential Information that it will: (a) not disclose such Confidential Information to any third parties without Discloser’s express prior written consent to do so, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this NDA, that Recipient generally uses to protect its own information of similar nature, but no less than a reasonable standard of care. Recipient will comply with all applicable export control and insider trading laws, rules and regulations in connection with the

use of Discloser’s Confidential Information by it, its Affiliates, and their Representatives (as defined below).

**4. Permitted Use and Disclosure.** Discloser’s Confidential Information may be possessed, used and disclosed by Recipient only as follows:

a. Possession and Use: Recipient may possess, use and reproduce such Confidential Information solely for the Purpose defined above. The Purpose shall not include disclosure except as expressly permitted below. Recipient shall not disassemble, decompile or otherwise reverse engineer any samples, prototypes, software or other tangible objects provided by Discloser hereunder. If Company is provided with Trimble Confidential Information in the form of software/firmware or hardware products in connection with the Purpose, Company may use and operate such products solely for its own internal testing and evaluation in connection with the Purpose. Any feedback provided concerning Trimble’s products, services, or Confidential Information are hereby assigned by Company to Trimble and will be deemed Confidential Information, and the sole property, of Trimble.

b. Disclosure: Recipient may disclose such Confidential Information to its, or its Affiliates’, employees, contractors, agents, legal and financial advisors, and consultants (collectively, “**Representatives**”) on a strict “need to know” basis and solely for the Purpose, provided that (a) each such Representative to whom such disclosure is made (i) is notified of the confidential nature of the disclosure and (ii) is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this NDA, or is bound by laws or codes of professional conduct to keep such information confidential, and (b) Recipient shall be responsible for any breach of this NDA by its Representatives. If Recipient becomes aware of any improper disclosure, use or possession of Discloser’s Confidential Information during the nondisclosure period, Recipient will promptly notify Discloser in writing.

c. Legally Required Disclosure: Disclosure of any Confidential Information by a Party hereunder shall not be precluded if such disclosure is required by Recipient pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand, but only to the extent required and provided that Recipient in each instance before making such disclosure first (i) promptly upon receipt of such disclosure request notifies the other party of such disclosure request, unless prohibited by law or the terms of the disclosure request; and (ii) reasonably cooperates with the other Party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate

determination against or limiting disclosure or use of the Confidential Information, at no cost to Recipient.

**5. Return or Destruction of Confidential Information.**

Upon the earlier of the expiration of this NDA or Discloser's written request, Recipient shall, at Recipient's option, either: (a) promptly destroy all copies of the written Confidential Information in its and its representatives possession and confirm such destruction to Discloser in writing, or (b) promptly deliver to Discloser all copies of the written Confidential Information in its and its Representatives' possession; *provided, however*, that (i) Recipient shall not be required to destroy or return digitally archived data stored as part of its standard network back-up practices provided that such data is secured and not readily accessible and is destroyed in accordance with Recipient's regular backup retention cycle, and (ii) Recipient may retain such Confidential Information to the extent necessary to comply with legal and regulatory requirements. Recipient will continue to treat any data under (i) and (ii) above in accordance with the obligations of confidentiality set forth in this NDA.

**6. Exceptions to Confidentiality.** Notwithstanding any other provisions of this NDA, each Party acknowledges that Confidential Information shall not include information which Recipient can reasonably demonstrate by written evidence (a) is now or becomes part of the public domain through no fault or omission of Recipient or its Representatives; (b) is already lawfully known by Recipient on a non-confidential basis prior to Discloser's disclosure; (c) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (d) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information.

**7. Right to Disclose; No Other Warranties.** Each Party represents that it has the right to disclose all Confidential Information provided under this NDA. Except for the foregoing, the Parties agree that the Confidential Information provided by either Party to the other Party is provided "as is." No other representations or warranties with respect to Confidential Information, either express or implied, are made by Discloser. Discloser shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, Discloser's Confidential Information.

**8. Term and Termination.** This NDA shall commence on the Effective Date and continue until the earlier of (a) the provision of ten (10) calendar days prior written notice by one Party to the other of its election, with or without cause, to terminate this NDA, or (b) the end of the period specified as the "NDA Term" on the signature page of the NDA. Notwithstanding the foregoing or anything to the contrary contained herein, to the extent the Parties and/or any of their Affiliates enter into a definitive

agreement between them as a result of the Purpose containing confidentiality obligations, the confidentiality obligations of this NDA will terminate and will be superseded and replaced by the confidentiality obligations set forth in such agreement.

Notwithstanding the expiration or termination of this NDA, all provisions of this NDA relating to the rights and obligations concerning Confidential Information disclosed prior to the expiration or termination of this NDA shall continue for the "Tail Period" on the signature page of the NDA. Each Party covenants that it shall not share any trade secrets with the other under this NDA.

**9. Disclaimers.** Nothing in this NDA shall operate to create or transfer an ownership or other interest in any Confidential Information, nor require the disclosure by Discloser of any of its Confidential Information, nor restrict, inhibit or encumber Discloser's right or ability to dispose of, use, distribute, disclose or disseminate in any way its own Confidential Information. Neither Party acquires any patent, copyright, mask work or trademark rights under this NDA. Nothing herein shall obligate either Party to (a) enter into any business arrangements or agreements with the other Party, or (b) reimburse the other Party for costs and expenses for any effort expended by such Party. Each Party shall bear its own costs and expenses in connection with this NDA and the Purpose.

**10. Independent Development.** The Parties acknowledge and agree that this NDA shall not preclude a Party from independently developing and marketing products or services involving technology or ideas similar to those disclosed, provided that Party does not violate any of its obligations under this NDA in connection with such activities.

**11. Remedies.** Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this NDA by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees to the granting of injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

**12. Miscellaneous.** This NDA sets forth the entire understanding between the parties with respect to the subject matter thereof, and supersedes all prior agreements or understandings with respect to its subject matter. In the event of a conflict between a term or provision in this NDA and a corresponding term or provision in the Additional Terms on the signature page of the NDA, the Additional Terms control. No amendment to this NDA will be valid unless made in writing and duly signed by the Parties. No waiver of any provision or breach of this NDA (a) shall be effective unless made in writing, or

(b) shall operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of this NDA is held to be invalid or unenforceable, such portion shall be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof shall be severable from this NDA, provided that the same shall not affect in any respect whatsoever the remainder of this NDA. Any notification of any event required pursuant to this NDA shall be in writing, shall reference this NDA, and shall be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address specified on the signature page hereto. Notice shall be deemed effective upon delivery. Each Party is an independent contractor, and is not an employee, partner, agent or authorized representative of, the other Party. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf. This NDA shall be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party shall not assign its obligations under this NDA without the other Party's express written consent, such consent not to be

unreasonably withheld or delayed. The Parties have specifically requested that this NDA be drafted in English. *Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais.* This NDA shall be exclusively governed by the governing law specified on the signature page of this NDA, without reference to or use of any conflicts-of-laws provisions. The parties irrevocably submit to the exclusive jurisdiction and venue specified on the signature page of this NDA for the purposes of any and all proceedings arising out of this NDA, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue. THE PARTIES KNOWINGLY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. This NDA may be executed in counterparts and by each party on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. A fax or electronic signature or signature delivered as an imaged attachment to an e-mail message shall be deemed equivalent to an original ink signature.