

CITY CLERK
ORIGINAL

C-8802
02/21/2014

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is entered into and effective as of the date of the last signature below (the "Effective Date"), between Granicus, Inc., a California corporation, and the City of Glendale ("Glendale").

1. Confidential Information. "Confidential Information" means all confidential and/or proprietary information disclosed or made available by Disclosing Party to Recipient, including but not limited to, (i) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; and (ii) software or firmware code, semiconductor or printed circuit board layout diagrams, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of Disclosing Party or of third parties to whom Disclosing Party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by Recipient that are based on or contain any of such information, as well as the existence and progress of the Purpose (described in Section 3 below).

2. Identification of Confidential Information. Information will be considered to be Confidential Information and protected under this Agreement if it is identified as "confidential" or "proprietary" in writing at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

3. Purpose. Recipient may only use the Confidential Information of Disclosing Party solely for the limited purpose of consideration of acquisition, merger or other partnering arrangement between the two Parties.

4. Protection of Confidential Information. Recipient acknowledges that Disclosing Party claims that the Confidential Information is a valuable and unique asset and agrees to the following:

(a) Recipient: (i) will not disclose the Confidential Information to any third party; (ii) will not disclose the Confidential Information to its employees unless the employees have a need to know the Confidential Information for the Purpose and have executed a written confidentiality agreement at least as restrictive as this Agreement; (iii) will use the Confidential Information solely for the Purpose and will not use it for any third party's benefit; and (iv) will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as Recipient would use to protect Recipient's own information of a similar nature, but in no event with less than reasonable care.

(b) Recipient's obligations under this Agreement with respect to particular information do not apply to the extent that: (i) Disclosing Party authorizes Recipient in writing to disclose such information; (ii) Recipient knows such information prior to the time of disclosure by Disclosing Party, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without fault of Recipient; (iv) employees of Recipient independently develop such information without access to or use of the Confidential Information, as evidenced by written records; or (v) Recipient rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations. However, even if certain information is already known, Disclosing Party's use of such information (including the fact of Disclosing Party's use and the manner and results of use) may not be known and thus would be considered to be Confidential Information.

(c) If Recipient is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then, prior to any such disclosure, Recipient will provide Disclosing Party with reasonable prior written notice and will obtain, or provide Disclosing Party with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information. Granicus acknowledges and agrees that Glendale is a governmental entity subject to Arizona law regarding disclosure of public records, and nothing in this Agreement alters Glendale's obligation to comply with such laws.

5. Return of Confidential Information. All Confidential Information furnished under this Agreement remains the property of Disclosing Party and will be returned to Disclosing Party or destroyed at Disclosing Party's request

including all copies thereof. Within thirty (30) days of receiving such a request from Disclosing Party, Recipient will comply with the request and provide a written certification, signed by an officer, of such compliance.

6. No License or Warranty. No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by Disclosing Party under this Agreement. ALL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. No Inducement Or Commitment. Disclosing Party will determine in Disclosing Party's sole discretion the information to be disclosed to Recipient. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities together, the parties will execute separate written agreement(s).

8. Term and Termination. This Agreement will be effective from the Effective Date and will continue until written notice of termination is provided by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive and extend beyond the term of this Agreement.

9. Assignment and Binding Effect. Parties may not assign this Agreement by operation of law or otherwise without the other party's prior written consent. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.

10. Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, exclusive of its choice of law principles. The state and federal courts located in Maricopa County, Arizona have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Each party consents to the personal jurisdiction and venue of these courts.

11. Entire Agreement. This Agreement is the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except in a writing signed by both parties. A party's failure to require performance will not affect the party's right to require such performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

12. Notices. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth below, will be deemed to have been provided three (3) days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service.

GRANICUS, INC.:

By: _____

Name: _____

Title: _____

Date: _____

Address:

600 Harrison Street, Suite 120
San Francisco, CA 94107

By: B. Fischer

Name: Brenda S Fischer

Title: City Manager

Date: 2/20/14

Address: 5850 W. Glendale Ave., Ste. 431
Glendale, AZ 85301

ATTEST:

[Signature]
City Clerk
Approved as to form

[Signature]
City Attorney

including all copies thereof. Within thirty (30) days of receiving such a request from Disclosing Party, Recipient will comply with the request and provide a written certification, signed by an officer, of such compliance.

6. **No License or Warranty.** No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by Disclosing Party under this Agreement. ALL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

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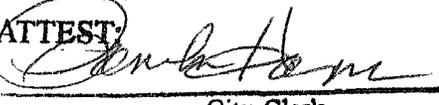
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GRANICUS, INC.:

By: 
Name: Tom Spangler
Title: CEO
Date: 2/27/14
Address:
600 Harrison Street, Suite 120
San Francisco, CA 94107

By: 
Name: Brenda S. Fischer
Title: City Manager
Date: 2/20/14
Address: 5850 W. Glendale Ave., Ste. 431
Glendale, AZ 85301

ATTEST

City Clerk

Approved as to form


City Attorney