

	Mapping Data Nondisclosure Agreement and Waiver	
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This Nondisclosure Agreement (this "Agreement"), effective as of _____, 202_ (the "Effective Date"), is executed by _____ ("Requestor" or "Recipient") for the benefit of PEDERNALES ELECTRIC COOPERATIVE, INC., a Texas electric cooperative corporation, located at 201 S. Avenue F, Johnson City, Texas 78636 ("PEC").

The parties acknowledge that PEC may provide to the Requestor certain information, including trade secret information, considered to be confidential, valuable and proprietary by PEC related to map or mapping data held by PEC for a purpose disclosed to PEC prior to the release of said information (the "Purpose"). Such information may include, but is not limited to, technical information, facility locations, specifications, drawings, and like information of PEC ("Information"). Information provided by PEC to Recipient or otherwise obtained by Recipient from PEC before execution of this Agreement and in connection with the Purpose is also subject to the terms of this Agreement.

In consideration of PEC disclosing Information to Recipient, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recipient shall protect Information provided to Recipient by or on behalf of PEC, or otherwise learned by Recipient, from any use, distribution or disclosure except as permitted herein. Recipient shall use the same standard of care to protect PEC's Information as Recipient uses to protect its own Information, but in no event less than a reasonable standard of care.
2. Recipient agrees to use PEC's Information solely in connection with the Purpose, and for no other purpose. Recipient shall restrict the possession and use of PEC's Information to Recipient's employees who: (a) have a substantive need to know such Information of PEC in connection with the Purpose; (b) have been advised of the confidential and proprietary nature of such Information of PEC; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source and including PEC's Information, to which they have access in the course of their employment or engagement, as the case may be.
3. All Information of PEC provided to Recipient is to be considered marked or otherwise identified as confidential or proprietary. Notwithstanding the failure of PEC to mark or designate Information as confidential, Information that by its nature or under the particular circumstances of disclosure should be understood by Recipient, exercising its reasonable judgment, to be the Information of PEC shall be protected as set out in this Agreement.
4. Information does not include any information that:
 - a) is known to Recipient, as shown by its written records, at the time of its receipt of the information, provided that such knowledge was not gained from a third party having an obligation of confidentiality with respect to such information; or
 - b) is or becomes publicly available through no act or omission of Recipient in breach of this Agreement or any other contractual obligations; or
- c) is subsequently disclosed to Recipient by a third party having no obligation of confidentiality with respect to such information; or
- d) is independently developed by Recipient, as shown by its written records, without any breach of this Agreement.
5. If Recipient is required to provide Information to any court, government agency, individual, or other entity pursuant to written court order, subpoena, regulation or process of law regarding civil matters, Recipient must first provide PEC with prompt written notice of such requirement and cooperate with PEC to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient shall continue to protect as confidential and proprietary all of PEC's Information disclosed in response to a written court order, subpoena, regulation or process of law.
6. PEC's Information remains at all times the property of PEC. Upon the earlier of PEC's request, the expiration of this Agreement, or the termination of this Agreement, Recipient shall promptly return to PEC or destroy, at PEC's option, all or any requested portion of PEC's Information (including derivative information), and Recipient shall provide PEC with written certification stating that such PEC Information has been returned or destroyed; provided, however, Recipient shall be under no obligation to return or destroy any Information which Recipient used for its own analysis.
7. Recipient agrees and acknowledges that PEC nor its Affiliate are making any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and neither PEC will have any liability to the Recipient or any other Person relating to or resulting from the use of or reliance on the Information or for any errors therein or omission therefrom.
8. Recipient shall not identify PEC or any other owner of PEC's Information in any advertising, sales material, press release, public disclosure or publicity without PEC's prior written authorization.
9. Recipient's obligations of confidentiality hereunder commence upon its receipt of any PEC's Information and survive with respect to all PEC's Information until the return or destruction of the Information. Recipient's obligations of confidentiality hereunder with respect to any PEC's Information protected under applicable trade secret laws survive for as long as such Information continues to be protected under such laws.
10. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause PEC irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient agrees to indemnify PEC for any damages resulting from any breach of this Agreement by Recipient. Recipient further expressly acknowledges and agrees that PEC is entitled to seek

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injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement, without the obligation of posting bond. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

- 11. No forbearance, failure or delay in exercising any right, power, or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power, or privilege.
- 12. If and to the extent any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
- 13. This Agreement is binding upon and inures to the benefit of PEC and its successors and assigns.
- 14. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
- 15. This Agreement shall be deemed executed in the State of Texas and is to be governed by and construed in accordance with Texas law, without regard to such state's choice-of-law rules. Requestor agrees that exclusive jurisdiction and venue for any action to enforce this Agreement are properly in the federal or state courts located in Blanco County, Texas.

- 16. This Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, negotiations and commitments between the parties related to the subject matter hereof, and shall not be changed or modified in any manner, except by a written instrument signed by a duly authorized officer of each of the parties.
- 17. Regardless of any termination of any business relationship between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect for three (3) years from the day and year first hereinabove written or until such time as the Parties have entered into an agreement providing otherwise.
- 18. Requestor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed with signatures exchanged by facsimile or other electronic means and is effective for all purposes hereunder to the same extent as original signatures.
- 19. Lastly, the execution of this Agreement and acknowledgement of the waiver herein do not obligate PEC to release any information. PEC reserves the right to restrict the release of any Information requested herein or related to the purpose. Recipient agrees that if PEC elects to restrict the release of Information, it waives any claims of loss or damages, direct, indirect, or consequential, which Recipient claims it may have incurred.

In witness whereof, Requestor has caused this Nondisclosure Agreement to be executed as of the date hereof.

Recipient Name: _____

By: _____

Name/title: _____

Waiver:

Maps, drawings, and electronic data released by PEC are created for the internal purposes of PEC with no implication of suitability or fitness for the intended use of the Recipient. PEC will make good faith efforts to provide products that are free from error but does not warrant the accuracy or quality of such products.

The locations shown are approximations and are not intended to show exact locations. Recipient shall verify location of all utilities, whether shown or not, prior to commencing any activities related to the Purpose. By executing this Agreement, the Recipient further agrees to hold harmless and indemnify PEC against all claims, costs, expenses and damages resulting from or predicated upon strict liability for personal injuries, death or property damage, on account of any defects in the property provided hereunder.

There are both underground and overhead facilities in this area. So, before you dig, call 811 or go to WWW.texas811.org.