LexisNexis

NON-DISCLOSURE AGREEMENT

In order to evaluate the Amazon Web Services ("AWS") SOC2 report for the Lumen service (the "Purpose"), LexisNexis Risk Solutions FL Inc., with offices located at 1000 Alderman Drive, Alpharetta, Georgia 30005, for itself and its subsidiaries ("LN"), and the party identified below ("Customer"), hereby agree as follows:

1. The Effective Date of this agreement ("Agreement") is the date this Agreement is signed by both parties and delivered to LN.

2. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that is a trade secret under applicable law, that has been marked confidential, or that a reasonable person would understand to be confidential ("Confidential Information").

3. Confidential Information does not include information which: (a) was known to the Recipient prior to disclosure; (b) is generally available to the public prior to disclosure; (c) becomes generally available to the public through no fault of Recipient; (d) is rightfully received from a third party without a duty of confidentiality; (e) is developed independently by Recipient; or (f) must be disclosed under applicable requirements of law.

4. Recipient may use Confidential Information only for the Purpose. Recipient must use at least a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may only disclose Confidential Information to its employees, directors, officers, agents or third-party contractors, if (a) they need to know it in connection with the Purpose, and (b) they have agreed in writing to keep the information confidential. Without prior written consent, neither Party may disclose the Purpose, existence and substance of negotiations, or this Agreement.

5. Recipient may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser and allows reasonable participation by the Discloser, unless a court orders that the other party not be given notice.

6. Recipient must not modify, reverse engineer, or create other works from any information contained in the Confidential Information without prior written consent.

7. Recipient does not acquire any intellectual property rights under this Agreement except the limited rights necessary to use the Confidential Information for the Purpose. The Confidential Information remains the property of the Discloser. The Discloser makes no representation or warranty of accuracy, reliability or completeness of the Confidential Information, and assumes no liability for the Recipient's use of the Confidential Information.

8. This Agreement imposes no obligation to proceed with any business transaction. It does not create any agency or partnership relationship. It does not restrict the parties from proceeding independently with the development of competitive products and services or the association with competitors of the other for substantially similar Purposes.

9. The term of this Agreement is five years from the Effective Date. At the expiration of this Agreement, Recipient must return or destroy all Confidential Information and, upon request, certify that it has done so. To the extent required to comply with applicable regulatory or legal requirements, Recipient may retain the minimum required portion of Confidential Information provided such information will remain subject to the terms of this Agreement beyond its expiration.

10. This Agreement is not assignable or transferable by either party without prior written consent. Failure to enforce any provisions of this Agreement will not constitute a waiver.

11. AWS has the right to assert and enforce the provisions of this Agreement to the extent such provisions apply to the SOC2 report supplied by AWS, directly on its own behalf or as a third-party beneficiary.

12. This Agreement is the parties' entire agreement on this subject, and supersedes all prior or contemporaneous agreements. Any modifications to this Agreement shall not be effective unless in writing and signed by both parties.

13. In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles.

SO AGREED, by their duly authorized representatives with authority to bind their companies to these terms:

Customer:
CITY OF HENDERSON

Alyssa Rodriguez
—52801126BBD843A...
Alyssa Rodriguez
Director of Information Technology

AS TO FORM:

—C8274A57AA6A4AD...
Nicholas G. Vaskov
City Attorney

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ZR
CAO
Review

LexisNexis Risk Solutions FL Inc.

_____
By: _____
Name: _____
Title: _____