Trimble.   **Mutual Data Security & Public Records Compliance Agreement**

Company: *Full legal name*	City of Fort Lauderdale, a Florida municipal corporation
Purpose: *How Confidential Information may be used*	Trimble will provide responses related to a security questionnaire and provide a copy of its then current security controls, reports and external certifications as per the terms and conditions set forth in this Mutual Data Security & Public Records Compliance Agreement.
Agreement Term: *The disclosure period*	One (1) year commencing on the Effective Date
Confidentiality Survival Period: *Duration of the confidentiality obligation post-termination*	Three (3) years from the date of termination or expiration of the Agreement
Governing Law:	State of Florida, United States of America
Jurisdiction and Venue:	Federal and state courts situated in the State of Florida, United States of America
Additional Terms:	Trimble and Company agree that external certifications provided by Trimble are highly confidential and are provided only under the assumption that these certifications are not subject to any open records or freedom of information laws. Section 2 shall be deleted and replaced with the following provision: **2. Confidential Information.** "**Confidential Information**" means the non-public information or material relating to Trimble's then current security architecture, security controls, SOC 2 reports, proprietary and confidential external certifications (such as System and Organization Controls (SOCs) Reports, Security Assessment Reports (SARs), International Organization for Standardization (ISOs) Certifications, or Accessibility Conformance Reports (VPATs)) and all other information provided as part of security and onboarding questionnaires by Trimble which is either marked confidential or would otherwise reasonably be understood to be of a confidential nature given the circumstances surrounding the disclosure and nature of the information.

THIS MUTUAL DATA SECURITY AGREEMENT (the "**Agreement**") is made by and between the City of Fort Lauderdale, a Florida municipal corporation ("**Company**"), and Trimble, Inc., its subsidiaries and affiliates ("**Trimble**"), each on behalf of itself and its Affiliates as defined below (Company and Trimble each a "**Party**", and collectively, the "**Parties**"). The Agreement Terms in Attachment A are incorporated by reference into, and are made a part of, this Agreement.

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

Trimble Inc.   DocuSigned by:

By: _George Mastakas_
     5DA74A419CA046C...

Name:___George Mastakas_____

Title:___VP, Local Government and Utilities___

Dated:_5/15/2024_____

Physical Address for Notice Purposes:
Trimble Inc.
Attn: General Counsel, Important Legal Notice
935 Stewart Drive, Sunnyvale, CA 94085

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
     SUSAN GRANT
     Acting City Manager

Date: _____

ATTEST:

By: _____
     DAVID R. SOLOMAN
     City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
     ERIC W. ABEND
     Senior Assistant City Attorney

Physical Address for Notice Purposes:
City of Fort Lauderdale
Attn: City Manager
101 NE Third Avenue, Suite 2100
Fort Lauderdale, Florida 33301

Attachment A – Agreement Terms

1. **Purpose.** The Parties have commenced or desire to commence discussions for the limited purpose set forth on the signature page of this Agreement (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 Agreement, 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 Agreement, "**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.

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 Agreement, 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 Agreement, 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 Agreement 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. Company is a Florida municipality subject to the Public Records Act, as provided in Chapter 119, Florida Statutes.   If Company receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt,

Company will notify Trimble of the public records request, and respond to the records request with any applicable exemptions. If there are no applicable exemptions, Company shall provide Trimble notice that the requested materials will be produced by Company to the requesting party within ten (10) calendar days of the date of the written notification, unless Trimble initiates an action, at Trimble's sole cost and expense, in a court of competent jurisdiction to preclude the release of the requested materials. Trimble agrees to indemnify Company for any costs, expenses, and attorney's fees Company may incur with regard to any legal proceedings and judgments that may arise from the request for Trimble's records that are subject to claims of confidential or exempt status.

5.   **Return or Destruction of Confidential Information.** Upon the earlier of the expiration of this Agreement 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 Agreement.

6.   **Exceptions to Confidentiality.** Notwithstanding any other provisions of this Agreement, 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 Agreement. 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 Agreement 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 Agreement, or (b) the end of the period specified as the "Agreement Term" on the signature page of the Agreement. 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 Agreement will terminate and will be superseded and replaced by the confidentiality obligations set forth in such agreement.

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

9.   **Disclaimers.** Nothing in this Agreement 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 Agreement. 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 Agreement and the Purpose.

10. **Independent Development.** The Parties acknowledge and agree that this Agreement 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 Agreement in connection with such activities. The Parties agree that nothing in this Agreement prohibits competition of the Parties in the marketplace.

11. **Remedies.** Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement 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 Agreement 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 Agreement and a corresponding term or provision in the Additional Terms on the signature page of the Agreement, the Additional Terms control. No amendment to this Agreement will be valid unless made in writing and duly signed by the Parties. No waiver of any provision or breach of this Agreement (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 Agreement 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 Agreement, provided that the same shall not affect in any respect whatsoever the remainder of this Agreement. Any notification of any event required pursuant to this Agreement shall be in writing, shall reference this Agreement, 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 Agreement 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 Agreement without the other Party's express written consent, such consent not to be unreasonably withheld or delayed. The Parties have specifically requested that this Agreement be drafted in English. This Agreement shall be exclusively governed by the governing law specified on the signature page of this Agreement, 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 Agreement for the purposes of any and all proceedings arising out of this Agreement, 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 Agreement 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.