



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is by and between T-Mobile USA, Inc. ("**T-Mobile**") and the person or entity named in the signature block below ("**Company**").

1. **Purpose.** The parties desire to exchange information on a confidential basis related to an actual or potential business relationship or activities (the "**Purpose**"). "Confidential Information" means all non-public information or materials, including information and materials disclosed prior to or after the date of this Agreement, that are marked as confidential, orally described as confidential, or should reasonably be understood to be confidential. However, Confidential Information does not include anything that (i) was previously known to the receiving party without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, or (iv) was independently developed by the receiving party without using any Confidential Information. Notwithstanding anything to the contrary, "Confidential Information" does not include information that is subject to public disclosure under the Texas Public Information Act (TPIA), as determined by the Company in good faith and/or by a court of the Texas Attorney General.
2. **Nondisclosure and Limited Use Obligations.** Each party will protect Confidential Information disclosed by the other party by (i) not disclosing it to third parties, (ii) preserving its confidentiality with the same level of care it applies to its own similar types of Confidential Information, and always by taking reasonable steps to preserve confidentiality, and (iii) using it only for the Purpose. A party will disclose the other party's Confidential Information only to its employees, affiliates and consultants who need to know such information. A party is responsible for any disclosure or misuse of Confidential Information by its employees, affiliates or consultants.
3. **Legally-Required Disclosures.** A receiving party may, without breaching this Agreement, disclose Confidential Information disclosed by the other party to the extent required to comply with a court order or applicable law or regulation, including the Texas Public Information Act. If the Company receives a TPIA request implicating T-Mobile's information, the Company will provide at immediate and in no event later than ten (10) days' notice to T-Mobile and may refer the requestor to T-Mobile for portions claimed to be proprietary. T-Mobile will be solely responsible for identifying, within seven (7) business days of notice, the specific materials it asserts are exempt and for seeking any ruling or protective order. Failure to do so permits the Company to disclose as required by law. The receiving party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. Any costs associated with protective actions requested by T-Mobile shall be borne by T-Mobile.
4. **Injunctive Relief.** Each party acknowledges that money damages may not adequately protect the disclosing party against actual or threatened breach of this Agreement and that such breach would result in irreparable harm to the disclosing party. Because of this, a disclosing party may pursue injunctive relief to protect its Confidential Information in any court of competent jurisdiction. This provision does not alter any other remedies available to either party. Nothing herein waives the Company's governmental or sovereign immunity, defenses, or limitations on remedies under applicable law.
5. **Length of Obligations.** This Agreement takes effect when both T-Mobile and Company have signed and will continue until either party elects to terminate with thirty (30) days prior written notice to the other party. In the event that a definitive agreement is entered into by the parties, and such definitive agreement includes provisions that conflict with provisions contained herein, then the provisions of the definitive agreement control with regard to the subject matter contained therein. This Agreement applies to any Confidential Information disclosed while it is in effect, and it will apply to all such Confidential Information for a period of three (3) years from its disclosure, regardless of any termination of this Agreement, except this Agreement will apply indefinitely to trade secret information and personal or customer information.
6. **Other Terms.** Each party will comply with all applicable laws and regulations, including but not limited to, data privacy, sanctioned persons and export, in the disclosure and use of Confidential Information. Each party's obligations are subject to applicable law, including open records and records-retention laws. Nothing herein obligates the Company to implement security controls beyond those required by law or district policy. The disclosing party does not grant, under this Agreement, any rights under its patents, copyrights, trademarks or other proprietary rights. The disclosing party does not make any representation or warranty (whether express, implied or statutory) under this Agreement regarding any Confidential Information it discloses. The Company shall not access T-Mobile's wireless or wireline network, systems that support U.S. Lawful Process or systems that store customer information. This Agreement does not create any formal business association between the parties, nor any obligation to buy, sell or otherwise transact in any products or services. If a party transfers this Agreement, including as part of a change of control, it will not disclose Confidential Information disclosed by the other party to its transferee unless it has received the disclosing party's express written approval. The laws of the State of Texas, USA (without their conflict of laws principles) govern this Agreement. The parties agree to submit to the jurisdiction of any state court sitting in Burnet County, Texas or any federal court seated in Austin, Texas. No failure or delay in enforcing any right will be deemed a waiver. Nothing in this Agreement waives or is intended to waive the Company's governmental immunity or any other immunity or defense available to it under Texas law. This Agreement may be changed only in a writing signed by both parties. If any term of this Agreement is deemed illegal or otherwise unenforceable, that term will be severed and the rest of this Agreement will remain in full force and effect. With the exception of any separate agreement that references this Agreement, this Agreement is the entire agreement between the parties on disclosure and use of Confidential Information, and it supersedes any other negotiations, communications or agreements on those topics.

IN WITNESS HEREOF, the Parties have entered into this Agreement as of the date of the second signature below.

<p>T-Mobile USA, Inc. Address for notices: Attn: Legal-Spectrum; 6th floor 2340 Dulles Corner Blvd. Herdon, VA 20171 SpectrumLegal@t-mobile.com</p>	<p>Marble Falls Independent School District Address for notices: Attn: Nathan Fink, Director of Technology 1800 Colt Circle Marble Falls, TX 78654 mfink@mfisd.txd.net</p>
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Signature:	Signature:
Name: Paul McCarthy	Name:
Title: Senior Director	Title:
Date:	Date: