

CSI CONFIDENTIALITY AGREEMENT

Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations ("CSI") has entered into that certain Master Services Agreement with ___Hidalgo County___ ("Customer") dated ___August 16, 2016___ (the "MSA") to provide certain proprietary software owned and developed by CSI (the "CSI Software" as also defined in the MSA) to Customer and other related services. Pursuant to the MSA, prior to providing anyone with access to the CSI Software, CSI Trade Secrets (defined below and in the MSA) or CSI Confidential Information (defined below and in the MSA), Customer has agreed under the MSA on behalf of CSI to have this CSI Confidentiality Agreement agreed to and executed by any third party being provided access to the CSI Software, CSI Trade Secrets or CSI Confidential Information. Therefore, before any access to the foregoing items is provided by Customer to [REDACTED] ("Consultant"), Consultant must agree to the following terms for the benefit of CSI.

Consultant may be provided and have access to certain CSI Software, CSI trade secrets ("CSI Trade Secrets"), CSI proprietary data, and other CSI confidential information ("CSI Confidential Information") including but not limited to software documentation, UML diagrams, source code, object code, executable code, user interface design and functionality, user interface look and feel (excluding Customer data displayed), user processing workflows, methodology, programs, web services, templates, systems, databases, and database schemas in order to interface certain software to the CSI Software. In consideration of being provided with access to the foregoing items owned by CSI, Consultant hereby agrees to the following terms and conditions under this CSI Confidentiality Agreement on behalf of CSI:

1.0 Restrictions. Unless otherwise agreed to in writing by CSI, Consultant shall not:

- reverse engineer, de-compile, or disassemble any portion of the CSI Software, CSI Trade Secrets, or CSI Confidential Information;
- intercept and/or reverse engineer any CSI Software programmatic transactions, including but not limited to SOAP, REST, HTTP, or SQL transactions;
- add, change, delete data contained in any CSI Software databases without use of CSI Software application programming interfaces or CSI Software user interfaces;
- assign, transfer, rent, lease, time-share, or operate a service bureau using, the CSI Software, whether as a standalone or bundled product, for any reason, and any attempt to make any such assignment, delegation, rent, lease, sale, time-share, or other transfer by Consultant shall be void and of no effect;
- make copies of the CSI Software, CSI Trade Secrets or CSI Confidential Information;
- modify, translate, or create derivative works of the CSI Software, CSI Trade Secrets or CSI Confidential Information;
- remove any copyright, trademark, patent, or other proprietary notice that appears on the CSI Software, CSI Trade Secrets or CSI Confidential Information or copies thereof, or
- allow access to the CSI Software, CSI Trade Secrets or CSI Confidential Information to any third party.

2.0 Confidential Information. Consultant will not, without first obtaining CSI's written consent, disclose to others for any purpose, or use (except for the benefit of CSI), CSI Software, CSI Trade Secrets, CSI Confidential Information except solely to integrate or interface certain Third Party Software (as defined in the MSA) with the CSI Software on behalf of Customer. Upon termination of the subject engagement between Customer and Consultant, Consultant will promptly turn over to Customer all then existing documents, source code, copies, and images (whether printed, electronic, or otherwise) made or acquired by Consultant which contain any CSI Software, CSI Trade Secrets or CSI Confidential Information. Consultant understands and acknowledges that all CSI Software, CSI Trade Secrets or CSI Confidential Information to which Consultant may be given access has been developed or obtained by CSI through the investment of significant time, effort and expense, and that items are valuable, special, and unique asset of CSI which provides CSI with a significant competitive advantage and which need to be protected from improper disclosure and improper use. Consultant shall inform its employees or representatives about the restrictions contained herein and Consultant shall ensure that its employees

or representatives agree to and strictly abide by the terms herein. Consultant hereby accepts full responsibility for any violations of the terms herein by such employees or representatives.

3.0 Governing Law. This CSI Confidentiality Agreement is governed by the laws of the State of Florida both as to interpretation and enforcement, without regard to conflict of laws principles.

4.0 Equitable Remedies. Consultant agrees that it would be impossible or inadequate to measure and calculate CSI's damages from any breach of the commitments set forth in this CSI Confidentiality Agreement. Accordingly, Consultant agrees that if Consultant breaches or threatens to breach any of such commitments, CSI or Customer (if agreed to in writing by CSI) shall be entitled to receive, in addition to any other right or remedy available, an injunction (permanent, preliminary, temporary, or otherwise) from any court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this CSI Confidentiality Agreement. Consultant further agrees that no bond or other security shall be required in obtaining such equitable relief and Consultant hereby consents to the issuance of such injunction and to the ordering of specific performance without bond or other security.

5.0 Enforcement. It is hereby acknowledged and agreed to by Consultant that CSI or Customer (upon CSI's written approval) has full right, authority and standing to enforce the provisions of this CSI Confidentiality Agreement.

6.0 Email/Fax Signatures. The undersigned acknowledges and accepts that any emailed or faxed signature shall be as legally binding as its signature upon an original.

The Consultant has executed this CSI Confidentiality Agreement as of the date written below.

Date: _____

_____, an individual [Sign immediately below if Consultant is an individual]

Consultant

_____ [Insert company legal name if Consultant is a legal entity and sign below]

By: _____

Print Name: _____

Title: _____