

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date of the last party's execution hereof below (the "Effective Date") between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and FirstWatch Solutions, Inc., (the "Other Party"). County and Other Party hereby agree as follows:

1. Confidential Information. "Confidential Information" shall mean information disclosed by one party (the "Disclosing Party") to the party receiving such information (the "Receiving Party"), subject to the exceptions in Section 5 below, and may include, but is not limited to, trade secrets, physical samples, financial, business, sales or technical information, terms of agreements, negotiations or proposals, confidential, privileged, sensitive and personal information, information obtained from official sources, including but not limited to the Texas Law Enforcement Telecommunications System (TLETS), the National Crime Information Center (NCIC), Texas Crime Information Center (TCIC), Williamson County Computer Aided Dispatch system, Williamson County Information Technology Systems, any other type of "In House" system or other governmental source, and such other information disclosed (a) in written or other tangible form and marked "Confidential" or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which the Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked "Confidential" or otherwise.

2. Purpose. Disclosing Party and/or its Affiliates may disclose Confidential Information to the Receiving Party and/or its Affiliates for the sole purpose of (a) considering a potential business relationship with each other, and/or (b) fulfilling the objectives of such business relationship (collectively, the "Purpose").

3. Non-use and Non-Disclosure Obligations. Subject to Section 5 of this Agreement, Receiving Party agrees not to: (a) use Disclosing Party's Confidential Information for any reason, other than for the Purpose; and (b) disclose the Disclosing Party's Confidential Information to any third party except its employees, consultants, directors and Affiliates, and their employees, consultants and directors that have a "need to know" such Confidential Information for furtherance of the Purpose. Receiving Party shall

exercise the same degree of care in protecting Disclosing Party's Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. The Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its employees, consultants, directors or Affiliates, and their employees, consultants and directors.

4. No Publicity. Each party agrees that it shall not make any disclosures relating to the existence of this Agreement, the Purpose or any current, potential or future relationship of the parties without the prior written consent of the party of which such publicity concerns.

5. Exceptions. The obligations of Section 3 of this Agreement shall not apply to information that: (a) is already known to the Receiving Party or its Affiliates at the time of disclosure without obligation of confidentiality to the Disclosing Party, (b) is or becomes publicly known through no wrongful act or omission of the Receiving Party or its Affiliates, (c) is rightfully received by the Receiving Party or its Affiliates from a third party without obligation of confidentiality, (d) is approved for release by written authorization of the Disclosing Party, or (e) was developed by the Receiving Party or its Affiliates independently and without the use or benefit of any of the Confidential Information. A disclosure of Confidential Information that is required to be made by the Receiving Party pursuant to any request, order or requirement of a court, administrative agency or any other governmental agency shall not be deemed a breach of this Agreement, provided that the Receiving Party has: (x) immediately notified the Disclosing Party in writing of such, request, order or requirement, (y) given the Disclosing Party an opportunity to contest disclosure or seek an appropriate protective order, and (z) cooperated with Disclosing Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the request, order or requirement.

6. Ownership. All Confidential Information and derivations thereof shall remain the sole and exclusive property of the Disclosing Party and no license or other right to such Confidential Information or either party's intellectual property is granted or implied hereby.

7. As-Is Disclosures. The Disclosing Party warrants that it has the right to disclose the Confidential Information to

the Receiving Party. Except for the foregoing, (a) no other warranties are made whether express, implied or statutory, (b) all Confidential Information is provided on an "AS IS" basis, and (c) no representation, warranty, assurance, or guarantee is made by the Disclosing Party with respect to the accuracy, performance, completeness, or suitability of the Confidential Information or non-infringement of third-party rights based on use of the Confidential Information by the Receiving Party.

8. Return of Confidential Information. Confidential Information and all copies thereof, remain the property of the Disclosing Party. Upon the written request of the Disclosing Party and to the extent allowed by law,, the Receiving Party shall promptly return to the Disclosing Party all documents, presentations, and other tangible items of Confidential Information furnished by the Disclosing Party and all copies thereof or, at the request of the Disclosing Party, certify in writing that all such Confidential Information, including all copies, has been destroyed. This Section is subject to any records retention laws to which either party must comply.

9. Affiliate. As used herein, "Affiliate" shall mean an entity which: (a) controls or is controlled by a party hereto or (b) is under common control with a party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

10. Notices. Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the party at the address noted on the signature page below.

11. Termination of this Agreement. This Agreement shall be effective as of the Effective Date and shall expire on the third (3rd) anniversary of the Effective Date. Either party may terminate this Agreement for any or no reason upon written notice to the party, and termination shall be effective sixty (60) calendar days after receipt of such notice. No expiration or termination shall affect either party's rights or obligations with respect to Confidential Information disclosed prior to such expiration or termination. Notwithstanding any expiration or termination of this Agreement, Sections 3-5 and 9-16, inclusive, of this Agreement shall survive for five (5) years following the date of any such expiration or termination.

12. Governing Law; Conflict Resolution; Venue. This Agreement is governed by the laws of Texas, without regard to its conflict of laws principles. In the event of a conflict or dispute between the parties under this Agreement, the parties agree to meet and confer to discuss in good faith a resolution to such conflict or dispute. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state courts of Williamson County, Texas and the parties hereby waive any challenge to venue and personal jurisdiction.

13. Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of this Agreement by the Receiving Party could cause harm to the Disclosing Party for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of this Agreement, in addition to any other available remedies, the Disclosing Party may seek temporary and permanent injunctive relief restraining the Receiving Party from disclosing or using, in whole or in part, any Confidential Information.

14. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the parties regarding the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

15. Waiver. A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

16. Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to a party is effective as if the original was sent to such party.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY

(SIGNATURE)

(PRINT NAME)

(PRINT TITLE)

Contact Information:

Name/Dept.: _____

Address: _____

Phone: _____

Fax: _____

OTHER PARTY

FirstWatch Solutions, Inc.

(Name of Company or Individual)

(SIGNATURE)

Todd Stout

(PRINT NAME)

President

(PRINT TITLE)

Contact Information:

Name/Dept.: Todd Stout, FirstWatch

Address: 322 Encinitas Blvd, Suite 100

Encinitas, CA 92024

Phone: 760-943-9123

Fax: 760-942-8329