

NON-DISCLOSURE AGREEMENT
(Audit and Information Security Reporting – Public Entities)

This Nondisclosure Agreement (the “Non-Disclosure Agreement”) is made this 18th day of August, 2021, between Williamson County, Texas, with principal offices located at 301 SE Inner Loop, Ste 105, Georgetown, TX 78626 (together with its Affiliates, “Receiving Party”), and Global Payments Direct, Inc., with principal offices located at 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 (together with its Affiliates, “Global”). Global and Receiving Party shall be referenced herein each as a “Party” and together as the “Parties.”

WHEREAS, the Parties are parties to an agreement pursuant to which Receiving Party seeks access to certain of Global’s proprietary and highly confidential information; and

WHEREAS, pursuant to the Addendum to Software as Service ACTIVE Net Agreement & Terms And Conditions Of Service between the parties dated March 30, 2021 (the “Agreement”) and this Non-Disclosure Agreement, Global is prepared to disclose to Receiving Party orally and provide Receiving Party with access to certain information that is non-public, confidential or proprietary in nature (irrespective of the form of communication and in whatever form maintained, whether documentary, computerized or otherwise), inclusive of all portions thereof, excerpts therefrom, summaries thereof, and reproductions thereof (cumulatively, the “Confidential Information”); and

WHEREAS, “Confidential Information” shall include all information, whether written or oral, that is received by the Receiving Party from Global or accessed by the Receiving Party with Global’s express permission and (i) is not generally available to the public, (ii) would reasonably be considered confidential and/or proprietary, and/or (iii) is marked “Confidential” or “Proprietary” by Global. Confidential Information includes, but is not limited to, (i) information relating to research, development, inventions, policies, procedures, information systems, software code, software applications, network diagrams, information routing, financial or other economic information, vendor information, merchant information, customer information, card data, accounting, engineering, personnel information, statistical information, and (ii) all analyses, compilations, forecasts, audit results, audit workpapers, audit summaries (including without limitation, Global or its Affiliate’s SSAE 18 report and any similarly functioning audit report/attestation (cumulatively, hereinafter “SSAE 18 Report”), and data summaries of any kind. Confidential Information may also include information disclosed to Global by third parties. In the event Confidential Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the Parties, such other documents shall be deemed Confidential Information subject to the terms of this Non-Disclosure Agreement; and

THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

1. This Non-Disclosure Agreement will confirm the understanding between the Receiving Party and Global concerning Receiving Party’s obligations of secrecy, non-disclosure, and confidentiality with respect to Confidential Information.

2. Receiving Party agrees (a) to treat as secret and confidential, maintaining in confidence all Confidential Information disclosed by Global, whether in written or electronic form or disclosed verbally; (b) not to disclose, repeat, excerpt or otherwise reproduce any such Confidential Information to anyone, provided however that in the event Receiving Party is entitled to receive an SSAE 18 Report in Receiving Party’s capacity as a “User Entity,” Receiving Party may disclose the SSAE 18 Report to its financial auditors who are bound to an obligation of confidentiality similar to those set forth herein for purposes of evaluation of the effect of Global Payments’ controls on a User Entity’s internal control system; and (c) not to use Global’s Confidential Information or Receiving Party’s access thereto for any purpose other than the purpose that is contemplated and expressly authorized in the Agreement between the Parties. For clarity, except as expressly set forth herein, this Non-Disclosure Agreement prohibits the disclosure of Global’s Confidential Information to anyone other than the individuals to whom Global provided the Confidential Information and/or access thereto, and to only those employees of Receiving Party who have an absolute need to know such Confidential Information in performance of their duties, consistent with the administration of the Parties’ Agreement; except as expressly set forth herein, Receiving Party’s contractors, advisors, consultants and other service providers are not authorized to and are expressly prohibited from viewing, accessing or receiving Confidential Information provided hereunder.

3. The confidentiality obligations imposed upon Receiving Party shall not apply to the limited extent that Receiving Party must disclose Confidential Information pursuant to a requirement of a government agency, provided that the Receiving Party, to the extent legally permitted, promptly notifies Global of such requirement and cooperates with Global in any effort to limit or avoid such disclosure. The confidentiality obligations imposed herein shall not apply to Confidential Information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of the terms of this Non-Disclosure Agreement; (b) that Receiving Party can demonstrate is rightfully in the Receiving Party's possession prior to the disclosure by the disclosing party pursuant to this Agreement, provided that the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligations of confidentiality to Global with respect to such material; (c) that is received from a third party without restriction and without breach of this Agreement; or (d) that is independently developed by the Receiving Party.

4. The confidentiality obligations imposed herein are modified to provide that disclosure of certain material by the Receiving Party may be required due to its status as a state governmental entity under the Texas Public Information Act. Receiving Party agrees to apply any and all available exceptions under the Texas Public Information Act to disclosure of its records containing any of Global's Confidential Information protected by this Non-Disclosure Agreement and to promptly notify Global of any pending disclosure request under Texas Public Information Act pertaining thereto to enable Global to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

To the extent, if any, that any provision in this Non-Disclosure Agreement is in conflict with the Texas Public Information Act, the same shall be of no force or effect.

5. All Confidential Information furnished by Global to Receiving Party is considered loaned for use solely in connection with the expressly permitted purpose of such disclosure in the Agreement. All Confidential Information shall remain the sole property of Global, and Receiving Party shall have no right, title or interest in or to the Confidential Information. Receiving Party represents, warrants, and covenants that it will not bring, activate or use any form of recording device, whether for audio, video or still image, camera, or other means of capturing, preserving, imaging and/or reproducing Confidential Information, in any form, that is disclosed hereunder by Global, whether disclosed during a site visit to one of Global's facilities or otherwise. Except as expressly permitted by Global in conjunction with the specific disclosure, Receiving Party may not copy, reproduce, excerpt or maintain any Confidential Information disclosed hereunder. To the extent that any such Confidential Information is maintained by Receiving Party, it shall be maintained in a confidential and secure manner consistent with the obligations for Confidential Information set forth in this Non-Disclosure Agreement, and upon request by Global at any time, Receiving Party shall (a) promptly destroy or return to Global all copies of Global's Confidential Information in its possession; and (b) provide a certification stating the same.

6. Each Party represents and warrants that it has the right to enter into this Non-Disclosure Agreement. Global makes no additional representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information shared pursuant to this Non-Disclosure Agreement, nor shall Global have any liability whatsoever to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party. Receiving Party acknowledges and agrees that this Non-Disclosure Agreement does not obligate Global to disclose to Receiving Party any information of any kind, including Confidential Information.

7. In the event any one or more of the provisions of this Non-Disclosure Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in this Non-Disclosure Agreement may be inadequate and that, in the event of any such breach or threatened breach, in addition to all other remedies which may be available to it at law, Global shall be entitled to seek equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages or posting bond. Receiving Party further agrees that the terms of this Non-Disclosure Agreement shall in no way restrict or limit any other remedies Global may have against Receiving Party in the event of a breach hereof. Global shall be entitled to recover the costs, including reasonable attorney's fees, to enforce its rights under this Non-Disclosure Agreement.

8. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the disclosure, use and safeguarding of said Confidential Information and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter herein and shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties. "Affiliate" means any present or future entity that controls, is controlled by, or is under common control with a Party. All modifications of, waivers of and amendments to this Non-Disclosure Agreement or any part hereof must be in writing and signed on behalf of each Party. This Non-Disclosure Agreement shall govern disclosures of Confidential Information both prior to and following the date on which it is signed by Receiving Party and remains in effect until terminated upon written notice by Global. Notwithstanding such termination, however, Receiving Party's obligations with respect to Confidential Information disclosed hereunder shall survive any termination of this Non-Disclosure Agreement. This Non-Disclosure Agreement may be executed by facsimile and in one or more counterparts with the same effect as if both parties hereto had originally signed the same document. All counterparts will be construed together and will constitute one agreement. The persons signing below represent and warrant that they are authorized to execute Non-Disclosure Agreement on behalf of the respective Parties.

GLOBAL PAYMENTS DIRECT, INC.

DocuSigned by:
By: David L. Green
Title: Corporate Secretary JB
Date: 8/20/2021

RECEIVING PARTY:

By: _____
Title: _____
Date: _____