

**NONDISCLOSURE AGREEMENT**

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This Non-Disclosure Agreement, dated as of August 17, 2022 (the "Effective Date") governs the disclosure of information by Social Solutions Global, Inc. (the "SSG" or "Discloser") to Williamson County EMS (the "Recipient") for the purpose of providing certain SSG information (the "Purpose"). SSG has disclosed to Recipient or may disclose to Recipient certain business, financial, technical, reports, or other information, materials and/or ideas (including, without limitation, trade secrets, technical drawings, algorithms, know-how, processes, reports, ideas, and other technical, business, financial, personal or other information), which to the extent previously, presently, or subsequently disclosed to the Recipient is hereinafter referred to as "Confidential Information". Confidential Information shall include, without limitation, anything Recipient learns or discovers as a result of exposure to or analysis of any Confidential Information.

In consideration of any disclosure and any negotiations concerning the Purpose, Recipient agrees as follows:

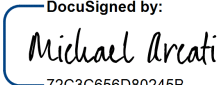
1. Recipient will hold in confidence and not use (except as permitted under Section 3 of this Agreement) or disclose to any third party any Confidential Information. Confidential Information shall not include information that Recipient can document (a) is in the public domain through no fault of Recipient, (b) was properly known to Recipient, without restriction, prior to disclosure by SSG, as shown by contemporaneous records or (c) was properly disclosed to Recipient by another person without an obligation of confidentiality, as shown by contemporaneous records. Recipient will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant Recipient a license in or to any of the Confidential Information.
2. If asked by SSG, Recipient will promptly return or destroy all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser to Recipient, and all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient, are and will remain the property of Discloser and will be promptly returned to Discloser or destroyed (with written confirmation of such destruction), each upon Discloser's written request.
3. Recipient agrees not to use the Confidential Information for any purpose except for its own internal evaluation or business use. Recipient shall take all measures (1) to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information, and (2) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information. Such measures shall include using the highest degree of care that the Recipient uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. Recipient shall promptly notify SSG in writing if it becomes aware of any misuse, disclosure, or misappropriation of Confidential Information.
4. Recipient understands that this Agreement does not obligate SSG to disclose any information or negotiate or enter into any agreement or relationship. Recipient will strictly abide by any and all instructions or restrictions provided by SSG from time to time with respect to Confidential Information or SSG systems. Recipient will ensure the security of any facilities, machines, accounts, passwords and methods Recipient uses to store any Confidential Information or to access SSG systems and ensure that no other person has or obtains access thereto.
5. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". SSG MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONFIDENTIAL INFORMATION. SSG SHALL NOT HAVE ANY LIABILITY TO RECIPIENT RELATING TO OR RESULTING FROM THE USE OF OR RELIANCE UPON SUCH CONFIDENTIAL INFORMATION OR ANY EFFORTS THEREIN OR OMISSIONS THEREFROM.
6. The terms of this Agreement will remain in effect with respect to any particular Confidential Information until such information ceases to be Confidential Information pursuant to any of the exceptions stated in Section 1 herein.

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7. Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this Agreement may cause irreparable harm to SSG for which damages are not an adequate remedy and that SSG shall therefore be entitled to equitable relief in addition to all other remedies available at law.
8. This Agreement is personal to Recipient, is nonassignable by Recipient, is governed by the internal laws of the State of Texas and may be modified or waived only in writing signed by both parties. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Recipient, the Williamson County Commissioners Court, or the Williamson County Judge. All material submitted to the Recipient shall become public property and subject to the Texas Public Information Act upon receipt. If Discloser does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The Recipient will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. To the extent, if any, that any provision in this contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Recipient, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Recipient as to whether or not the same are available to the public. It is further understood that Recipient's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Recipient, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Recipient by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas. This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement regarding such subject matter. This Agreement may be executed in counterparts and electronically which taken together shall constitute one agreement. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have executed this Nondisclosure Agreement ("Agreement") effective as of the later date set forth below.

**Social Solutions Global, Inc.****Williamson County EMS**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Print Name: Michael Arcati  
 Title: Assistant General Counsel  
 Date: 8/23/2022

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_