
NONDISCLOSURE AGREEMENT
(ONE-WAY - AT&T DISCLOSING)

THIS AGREEMENT, effective April 1, 2022, is between County of Monterey, a Information Technology Department a property owner with property located at 1590 Moffett Street, Salinas, CA 93905 or a sole-occupant tenant at the property location of _____ ("Recipient"), and AT&T, a California corporation.

The parties agree as follows:

1. In connection with the Recipient's request for a Minimum Point Of Entry ("MPOE") Terminal Pair Report identifying the Recipient's circuit information relating to Recipient's telephone service for any and/or all of the building location(s) specified above, and in compliance with AT&T's Minimum Point Of Entry ("MPOE") rules approved by the California Public Utilities Commission (the "Project"), AT&T may find it beneficial to disclose to Recipient certain confidential or proprietary information, to wit, the MPOE Terminal Pair Report. Such Information shall be deemed to be confidential or proprietary.
2. Recipient understands that, except as otherwise agreed in writing, the Information which it may receive concerning AT&T's future plans with respect to the Project is tentative and is not intended to represent firm decisions by AT&T concerning the implementation of such plans. AT&T understands that Recipient is or may be meeting with third persons and may receive information from such third persons similar to the Information, which Recipient may receive hereunder. Information provided hereunder, by AT&T to Recipient, does not represent or imply any commitment beyond the express terms of this Agreement.
3. With respect to Information received from AT&T under this Agreement, Recipient shall:
 - a. hold such Information in confidence with the same degree of care with which it protects its own confidential and proprietary information;
 - b. restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information; and except as provided in this paragraph, persons receiving Information shall not disclose it to any other person. With the prior approval of AT&T, Recipient may disclose Information to a third party as necessary to assist Recipient in the Project; provided that under no circumstances shall any such Information be disclosed to a third party who is involved in marketing and/or sales activities, decisions, or planning. Prior to disclosing such Information to any third party, Recipient shall: (a) give AT&T prior notice of the identity and affiliation of the third party; (b) require the third party to read and sign an agreement in the form of "Appendix A" which is attached hereto agreeing to abide by all conditions of this Agreement; and (c) cause to be delivered to AT&T a copy of such agreement.

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- c. use the Information only as needed for the purposes of the Project;
 - d. except for the purposes of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
 - e. require that all agents or contractors who receive this information on a need to know basis sign the attached Attachment A
 - e. on request, promptly return to AT&T all Information in a tangible form or certify to AT&T that it has destroyed such Information.
 4. Recipient shall not have an obligation to preserve the confidential or proprietary nature of any Information which:
 - a. was already known to Recipient free of any obligation to keep it confidential at the time of its disclosure by AT&T as evidenced by written records prepared prior to such disclosure; or
 - b. is or becomes publicly known through no wrongful act of Recipient; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Information; or
 - d. is independently developed by an employee, agent or contractor of Recipient, not associated with the Project and who did not have any direct or indirect access to the Information; or
 - e. is disclosed to a third person by AT&T without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of AT&T.
 5. This Agreement shall apply to all Information relating to the Project disclosed by AT&T to Recipient under this Agreement during the period ending two (2) years from the effective date hereof. The duty to keep the Information confidential shall continue beyond the term of this Agreement. At the completion of the term of this Agreement, except as otherwise provided in this Agreement, all information in tangible form shall be returned to AT&T.
 6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
 7. Recipient represents and warrants he has the requisite power and authority to enter into this Agreement.
 8. This Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

By: _____
Print Name: Eric Chatham
Title: Chief Information Officer
Telephone: 831 759-6920
Address: 1590 Moffett Street,
Salinas, CA 93905
Date Signed: _____

AT&T
By: Steve Lawless
Print Name: _____
Title: Steve Lawless Client Solutions Executive AT&T
Telephone: 559-274-8893
Address: 196 Suburban Rd. San Luis Obispo, CA 93401
Date Signed: 03/03/2020

APPENDIX A

AGREEMENT FOR ACCESS TO AT&T'S
PROPRIETARY AND CONFIDENTIAL INFORMATION

I, _____, _____, an employee, agent or contractor of
_____County of Monterey_____ located at 1590 Moffett Street, Salinas, CA 93905_____, hereby
acknowledge that I have received and read a copy of the Non-disclosure Agreement
between AT&T and _____, dated _____,
("Agreement"). I understand and agree to be bound by all the terms of said Agreement. I
further state that neither I nor any firm with which I am affiliated will use any
Information to which I obtain access pursuant to said Agreement in connection with the
development of any marketing strategies or plans of any firm, person, or entity and that I
will use said Information exclusively for the purpose of evaluating the Project (as defined
in said Agreement).

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Date Signed: _____