

NON-DISCLOSURE AGREEMENT and CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into on 05/12/2025 (the “Effective Date”), by and between:

Grand Valley Rural Power Lines, Inc., a Colorado Corporation with a principal address at 845 22 Rd, Grand Junction, CO 81505 (hereinafter referred to as “Disclosing Party”), and **City of Grand Junction, Colorado**, a municipal corporation with a principal address at 250 N 5th Street, Grand Junction, CO 81501 (hereinafter referred to as “Receiving Party”).

1. Purpose

The Disclosing Party intends to disclose certain Confidential Information (defined below) to the Receiving Party, for the purpose of reference within the Receiving Party’s organization and for spatial analysis (“Purpose”), under the terms and conditions that are set forth in this Agreement.

2. Definition of Confidential Information

For the purpose of this Agreement, “Confidential Information” means to all data, maps, geospatial information, software, mapping tools, algorithms, methodologies, intellectual property, and any other confidential or proprietary information disclosed at any time related to the Purpose or the Disclosing Party, before or after execution of this Agreement, by the Disclosing Party to the Receiving Party, whether in written, electronic, or oral form, including, but not limited to:

- GIS datasets, spatial data, geographic models, and analysis outputs.

The following information shall not be considered Confidential Information:

- Information that is or becomes publicly available through no fault of the Receiving Party.
- Information that the Receiving Party can demonstrate was lawfully obtained from a third party without any breach of this Agreement, and provided that such third party was or is not bound by a separate confidentiality agreement with Disclosing Party.
- Information that was independently developed by the Receiving Party without reference to the Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- **Confidentiality:** Maintain the confidentiality of the Confidential Information and not disclose, publish, divulge, or in any manner communicate it to any third party, including in response to a request made pursuant to the Colorado Open Records Act, without the prior written consent of the Disclosing Party, or unless the Receiving Party is ordered to release the Confidential Information by a court of competent jurisdiction.

- **Use Limitation:** Use the Confidential Information solely for the Purpose stated.
- **Security Measures:** Take all reasonable steps to protect the Confidential Information from unauthorized access, use, or disclosure, including, but not limited to, implementing physical, technical, and administrative safeguards. In the event Receiving Party becomes aware of an unauthorized access, use, or disclosure of any Confidential Information, Receiving Party will take all reasonable steps to minimize further access, use, or disclosure and shall immediately notify Disclosing Party.
- **Disclosure to Others:** Only disclose the Confidential Information to those of its employees, officers, subcontractors, advisors or agents who have a legitimate need to know such information solely in connection with the Purpose; it being understood that the Receiving Party shall be responsible for a breach of this Agreement by its such persons, and that before disclosing any of the Confidential Information to any such person, the Receiving Party will (a) inform them of the confidential nature of the Confidential Information, and (b) obtain their agreement to be bound by terms at least as restrictive as the terms set forth herein. The term “person” as used in this Agreement will be interpreted broadly to include without limitation, any corporation, company, partnership, entity or other individual.

4. Duration of Confidentiality

The rights and obligations of the parties to this Agreement shall remain in effect from the date of disclosure of the Confidential Information, for so long as the information received pursuant to this Agreement remains Confidential Information.

5. Return or Destruction of Confidential Information

Upon termination of this Agreement or upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information, including any copies, notes, or documents containing such information, and certify in writing that all such Confidential Information has been returned or destroyed.

6. Intellectual Property

All rights, titles, and interests in and to the Confidential Information, including any intellectual property rights, remain exclusively with the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights or licenses to use the Confidential Information outside the Purpose.

7. Forced Disclosure

In the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information to any other person or entity, the Receiving Party shall provide the Disclosing Party with prompt prior written notice of such requirement, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained,

or that the Disclosing Party waives compliance, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required.

8. No Representations or Warranties

Receiving Party acknowledges and agrees that Disclosing Party develops the Confidential Information for its own purposes, and it discloses the Confidential Information on an “as-is” basis for use by Receiving Party at its own risk and without any representations or warranties of any kind concerning its accuracy or completeness.

9. Consequences of Breach

In the event of a breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek all remedies available under law, including injunctive relief and/or monetary damages. The Receiving Party acknowledges that a breach of this Agreement may result in irreparable harm to the Disclosing Party, and monetary damages may not be an adequate remedy.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

11. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be addressed through negotiation between representatives of each Party. If the dispute is not resolved through negotiation within thirty (30) days, the Parties shall submit the dispute to non-binding mediation in Mesa County, Colorado, before a mediator is agreed upon by the Parties. If the dispute remains unresolved following mediation, either Party may seek legal or equitable remedies in a court of competent jurisdiction located in Mesa County, Colorado.

Each party shall bear its own costs in connection with the mediation, and the parties shall share equally the mediator’s fees and any administrative costs. The parties agree to participate in the mediation in good faith and to use their best efforts to resolve the dispute amicably.

If the dispute is not resolved within thirty (30) days after the appointment of a mediator, either party may seek any available legal or equitable remedies in a court of competent jurisdiction.

12. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to such subject matter.
- **Amendment:** Any amendment or modification of this Agreement must be in writing and signed by both parties.

- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- **Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature on this Agreement shall be acceptable as and deemed to be an original signature.
- **Legal Representation and Construction of Agreement.** The parties acknowledge that they have had the opportunity to retain their own independent counsel with respect to the negotiation of this Agreement. They have independently, separately, and freely negotiated each and every provision of this Agreement as if all parties drafted it, and therefore, waive any statutory or common-law presumption that would serve to have this document construed in favor of, or against, any party.

- IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

- **Disclosing Party:**

Signature: Ryan Roesch

Name: Ryan Roesch

Title: GIS Analyst

- **Receiving Party:**

Signature: Chris Dombkowski

Name: Chris Dombkowski

Title: GIS Analyst