CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is made and entered into by and between FoxGuard Solutions, Inc. a stock corporation in the state of Virginia (and any of its subsidiaries) and the City of Columbia, Missouri (collectively, the "Parties") as of the date of the last signatory noted below ("Effective Date").

The Parties are either contemplating or have entered into a business relationship. In order for the Parties to evaluate the desirability of entering into a business relationship with each other, or in the course thereof, one of the Parties (the "Disclosing Party") may furnish certain Confidential Information to the other party (the "Receiving Party"). All such Confidential Information shall be subject to the terms and conditions of this Agreement. In consideration of the disclosure of such information, the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. "Confidential Information" means any data or information, whether disclosed orally, in writing or electronically, whether or not patentable or copyrightable, pertaining to the Disclosing Party's business or operations which is not in the public domain, is proprietary, valuable, and is not generally known by or available to any person or entity not under a legal obligation to keep it confidential, including without limitation, data or information relating to Disclosing Party's ideas, concepts, designs, products, know-how, technologies, inventions, discoveries, improvements, methods, manufacturing and marketing techniques, processes, costs, profits, developments, experimental works, works in progress, trade secrets, sales, markets, business opportunities, customers, prospects, vendors, internal cost structure, financial information, budgets, strategies and plans for future development. Confidential Information may take any form, tangible or intangible, including without limitation: letters, specifications, reports, discussions, blueprints, drawings, memoranda, plans, production, software (including source code and object code), hardware, firmware and related documentation. The Receiving Party agrees, where there is any uncertainty as to the confidential status of any data or information received from the Disclosing Party proposed to be used or disclosed by Receiving Party, to consult with and seek approval of the Disclosing Party before such use or disclosure. Notwithstanding the foregoing, "Confidential Information" shall not include any information, data, or record that is considered to be an open record pursuant to the Missouri Sunshine Law, Chapter 610 RSMO.

2. Covenants.

(a) Confidential Information shall be used by the Receiving Party only in connection with services or transactions, proposed services transactions or the evaluation of potential services or transactions between the Parties ("Permitted Activities"). The Receiving Party shall not exploit any Confidential Information for Receiving Party's own benefit or for the benefit of another person or entity. The Receiving Party may disclose Confidential Information only to its employees who are actively engaged in the performance of Permitted Activities and who shall be authorized to use Confidential Information only for the performance of the Permitted Activities. The Receiving Party further agrees to disclose the Confidential Information only to its employees who have a need to know such information and who have been informed of, and agree to abide by, the Receiving Party's obligations under this Agreement. The Receiving Party shall be fully and unconditionally responsible for the compliance by its employees with the obligations hereunder. Except as specifically provided herein, the Receiving Party shall not disclose or permit the disclosure of Confidential Information to third parties without the prior written consent of the Disclosing Party.

(b) The Receiving Party shall take all necessary actions to protect the confidentiality of the Confidential Information, but, in any event, shall not undertake any lesser measures than the Receiving Party takes to protect the confidentiality of the Receiving Party's own confidential and proprietary information.

(c) The provisions of this Agreement shall not apply to the extent that information, through no fault of the Receiving Party, enters the public domain, or was in the Receiving Party's possession prior to its receipt from the Disclosing Party or is rightfully obtained by the Receiving Party from a source which is under no legal obligation prohibiting its disclosure. If the Receiving Party is required to disclose any Confidential Information to comply with applicable laws or governmental orders or regulations, the Receiving Party shall first provide the Disclosing Party prior written notice of such disclosure and take all reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(d) If any Confidential Information is disclosed to the Receiving Party in written or tangible form, the written or tangible form is and shall remain the property of the Disclosing Party and, upon written direction from the Disclosing Party, shall be promptly returned to the Disclosing Party, together with all reproductions. The Receiving Party shall not copy or reproduce Confidential Information except as reasonably required for the purposes contemplated in this Agreement, and will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on any and all such copies.

3.   Intellectual Property Rights. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any copyright, patent, trade secret, or other intellectual property right now or hereafter owned or controlled by the Disclosing Party. The Receiving Party acknowledges that it is granted only the limited right to use Confidential Information as provided herein, and that such right is revocable at will by the Disclosing Party and is not coupled with any interest in the Confidential Information. The Receiving Party shall not assert any right, title or interest in the Confidential Information or in any documentation, media or any other material provided to the Receiving Party in connection with the Confidential Information. Nothing in this Agreement shall be construed as an obligation by either party to enter into a further contract or other business relationship with the other.

4.   Remedies. The Parties hereby acknowledge and agree that the Confidential Information disclosed in connection with this Agreement is of a special, unique and extraordinary character, and the breach of any provisions of this Agreement may cause irreparable injury and damage to the Disclosing Party, and that money damages would not be a sufficient remedy for such breach. Consequently the Disclosing Party may be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this Agreement, or any part of it, and to secure the enforcement of this Agreement.

5.   Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been delivered three business days after having been sent by registered or certified mail, postage prepaid; one business day after having been sent by overnight courier; and, in each case, addressed to the respective parties at the addresses stated below or to such other changed addresses the parties may have fixed by notice as provided herein.

If to FoxGuard Solutions:	FoxGuard Solutions 2285 Prospect Drive Christiansburg, Virginia 24073 Attention: Patrick Patterson
If to City of Columbia:	City of Columbia IT Department P.O. Box 6015 Columbia, MO 65205 Attention: Director

6.   Termination. Unless sooner terminated, this Agreement shall remain in effect for a term of three (3) years from the effective date of this Agreement. This Agreement may be terminated by either party upon thirty (30) days prior written notice. Termination shall not in any way affect the Receiving Party's obligations or the Disclosing Party's rights hereunder with respect to any Confidential Information disclosed prior to the date of termination, all of which shall survive and shall remain in effect until the Confidential Information no longer qualifies as a threat to public safety or security or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from the Confidentiality requirements set forth herein, whichever occurs first.

7.   Amendments. This Agreement may not be modified or changed except by written instrument signed by each of the Parties hereto.

8.   Waiver. Either party may, by written notice to the other party waive compliance with any of the covenants of the other party contained in this Agreement or waive or modify performance of any of the obligations of the other party. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be constituted as a waiver of any subsequent breach. The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or any such term, covenant or condition.

9.   Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns, except that neither this Agreement nor any interest herein shall be assigned, assignable or transferable by operation of law or otherwise, including but not limited to merger, consolidation or other reorganization, by the Receiving Party without the prior consent of the Disclosing Party. The Parties agree that this Agreement may be assigned by Disclosing Party to an entity formed by Disclosing Party without the consent of the Receiving Party. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.   Severability. If any provision of this Agreement shall be deemed invalid, unenforceable or illegal, then notwithstanding such invalidity, unenforceability, or illegality the remainder of this Agreement shall continue in full force and effect.

11.   Litigation Expenses. In the event of any legal proceeding in connection with the enforcement of this Agreement or any right or duty hereunder, the Disclosing Party shall be entitled to recover from the Receiving Party all of its reasonable legal fees and costs, court costs, expert witness fees and other expenses incurred in connection with the litigation.

12.   Entire Understanding. This Agreement contains the complete, final and entire agreement and understanding by and between the parties, and no representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile or by electronically transmitted signature. The Parties agree that facsimile copies of signatures and electronic transmitted signatures have the same effect as original signatures.

13.   Fair Construction. This Agreement shall be deemed the joint work product of the parties to this Agreement without regard to the identity of the draftsperson and any rule of construction that a document shall be interpreted or construed against the drafting party shall not be applicable.

14.   Choice of Law. This Agreement is made under, and shall be construed in accordance with, the laws of theState of Missouri. The Parties consent and submit to the jurisdiction of the Circuit Court for the Boone County, Missouri, and of the United States District Court for the Western District of Missouri, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement.

15.   The City of Columbia is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. The Parties shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. FoxGuard Solutions shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about FoxGuard Solutions' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

16.   No Waiver of Immunities. Other than to the extent that this Agreement be enforceable as against each party as set forth herein, in no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year of the last signatory below written.

FOXGUARD SOLUTIONS

Name: _____ Patrick Patterson _____

Title: _____ President _____

Signature: _____

Date: 12-20.21 _____

CITY OF COLUMBIA, MISSOURI

Name: _____

Title:: CITY MANAGER

Signature: _____

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/rw