

CRITICAL INFRASTRUCTURE INFORMATION NON-DISCLOSURE AGREEMENT

This Critical Infrastructure Information Non-Disclosure Agreement (“Agreement”) is made as of as of the date last signed below, between _____ (“City”), and Google Fiber Inc., for itself and its subsidiaries and affiliates (“Google”). Throughout this Agreement, City and Google are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS Google has requested, and City has agreed to provide, Critical Energy Infrastructure Information (“CEII”) and Public Works Infrastructure Information (“PWII”) for the purpose of providing Google Fiber services and products; and

WHEREAS Google acknowledges the sensitive nature of City’s CEII and PWII (collectively “Critical Infrastructure Information”);

IN CONSIDERATION of the mutual terms and conditions of this Agreement, and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. CEII.** The terms “Critical Energy Infrastructure Information” or “CEII,” as used herein, mean transmission system operations and planning information provided by City to Google including Critical Energy Infrastructure Information as defined by FERC Order 683 to mean, “specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 and/or O.C.G.A. § 50-18-72(a)(25); and (iv) does not simply give the general location of the critical infrastructure.”
- 2. PWII.** The terms “Public Works Infrastructure Information” or “PWII,” as used herein, means plans, blueprints and similar information regarding City public works infrastructure, including, but not limited to, water, sanitary sewer, storm sewer infrastructure, provided by City to Google that (i) could be useful to a person in planning an attack on critical City infrastructure; (ii) is exempt from mandatory disclosure pursuant to O.C.G.A. § 50-18-72(a)(25)(A)(iv); and (iii) does not simply give the general location of the critical City infrastructure.
- 3. Non-Disclosure**
 - a. Google will not, without City’s express written consent divulge, disclose, communicate, or use any Critical Infrastructure Information for any purpose other than the purpose set forth above.
 - b. Google will take all reasonable steps to protect Critical Infrastructure

Information from improper use or disclosure, and will in no case use less care to protect the City Critical Infrastructure Information than it uses to protect its own proprietary or confidential information.

- c. Google will not knowingly use, nor allow its employees or agents to knowingly use, Critical Infrastructure Information for an illegal or non-legitimate purpose.
- d. Google will require all recipients of Critical Infrastructure Information to abide by the provisions of this Section.
- e. Notwithstanding any other provision of this Agreement, no Party will be in breach of this Agreement as a result of any disclosure of Critical Infrastructure Information in compliance with any applicable law, regulation, subpoena, or court order.

4. Term and Termination. The term of this Agreement will continue until either Party terminates this Agreement by written notice to the other; provided, however, such termination will not affect any obligation with respect to Critical Infrastructure Information received by Google prior to such termination, which obligation will continue for a period of twenty (20) years from the effective date of termination of this Agreement. Within 30 days of the effective date of termination of this Agreement Google will (1) deliver to City all of the Critical Infrastructure Information that it received from City in tangible form, and (2) destroy all documents and other tangible items containing any of such Critical Infrastructure Information or, if it is necessary for Google to retain items derived from Critical Infrastructure Information, will designate all retained items as “Confidential” and maintain their confidentiality. Nothing in this Agreement will obligate Google to recover or destroy Critical Infrastructure Information that is provided to third parties pursuant to the terms of this Agreement.

5. Complete Agreement: This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior understanding or agreements, written or oral, on these matters; provided, however, that nothing in the foregoing will be construed to limit, alter, amend or supersede the terms and conditions of any other confidentiality agreement between the Parties and the foregoing confidentiality provision is intended by the Parties to function in addition to other confidentiality agreements between the Parties, if any such agreements exist or will exist. No waiver or amendment of this Agreement will be effective unless it is in writing and signed by both Parties.

6. Choice of Law: This Agreement is governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, as of the last date signed below.

_____ (“City”)

Address: _____

By: _____

Title: _____

Date: _____

Google Fiber Inc. (“Google”)

Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043

By: _____

Title: _____

Date: _____