

Effective Date: December 5, 2023

This Confidentiality and Non-Disclosure Agreement ("Agreement") is between Oklahoma City Water Utilities Trust ("Recipient") and Autodesk. "Autodesk" means Autodesk, Inc. and any entity that, directly or indirectly, owns or controls, is controlled by, or is under common control with Autodesk, Inc.

In order for Autodesk to share certain confidential or proprietary information related to product roadmaps and information security pertaining to its products as well as cloud security, including but not limited to, applicable audit reports and summaries, technical specifications and system testing results and summaries ("Purpose"), Recipient agree as follows:

1. "Confidential Information" means all information disclosed in written, oral, electronic, visual or other form by Autodesk to Recipient marked or designated as "confidential" or "proprietary" at the time of disclosure. All Confidential Information remains the property of Autodesk.
2. Recipient will not disclose Confidential Information to any other person or entity, except as otherwise permitted by this Agreement. Recipient will protect Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care).
3. Recipient will limit the use of and access to Confidential Information to Recipient's employees and agents who have a need to know. Recipient is responsible for any breach of this Agreement by any of its employees or agents. Recipient may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided Autodesk is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.
4. The term of this Agreement is 3 years from the Effective Date ("Term"). Recipient's obligations regarding use and disclosure of the Confidential Information will survive for 3 years immediately following expiration of the Term. Upon expiration or at the request of Autodesk, Recipient shall destroy all Confidential Information regardless of form. Any Confidential Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course.
5. Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was rightfully in the Recipient's possession free of any obligation of confidence; (iii) was rightfully disclosed to Recipient without restriction as to use or disclosure; or (iv) is independently developed by Recipient without use of or reference to Autodesk's Confidential Information.
6. Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Autodesk will be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies it may have at law.
7. Recipient will notify Autodesk in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Recipient will assist Autodesk in remedying any unauthorized use or disclosure of Confidential Information.
8. To the extent permitted by applicable law, Confidential Information disclosed under this Agreement is delivered "AS IS," and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third-party rights are hereby disclaimed.
9. Recipient agrees to fully comply with all applicable export laws and regulations of the U.S. government, or of any other applicable jurisdiction, to ensure that no technical data disclosed under this Agreement is exported, directly, or indirectly, in violation of such laws.
10. Notices in connection with this Agreement by either party will be in writing and will be sent by registered or certified mail, or an overnight courier. Notices will be effective upon the earlier of receipt or five (5) business days after sending to the applicable party's address as provided herein. Notices to Autodesk will be sent to Autodesk, Inc., The Landmark at One Market, Suite 400 San Francisco, CA 94105, USA, Attention: General Counsel. Notices to Recipient will be sent to the mailing address provided below.
11. Confidential Information may concern planned or future development efforts for existing or new Autodesk products and services. Confidential Information is not intended to be a promise or guarantee of future delivery of products, services or features but merely reflect current plans, which may change. Accordingly, Confidential Information may not be relied on for purchasing decisions or for any other purpose.
12. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other party. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. If any of the provision of this Agreement is held by a court to be unenforceable, the remaining portions hereof will remain in full force and effect. To the extent permitted by applicable law, this Agreement will be governed by the laws of the State of California, without regard to conflicts of law provisions. To the extent permitted by applicable law, the exclusive venue for any dispute under this Agreement will be the United States District Court for the Northern District of California, San Francisco. Notwithstanding the foregoing, Autodesk reserves the right to pursue an action for injunctive relief against the Recipient under the applicable laws and in the jurisdictions it deems necessary to protect its Confidential Information from disclosure or use in breach of this Agreement.
13. This Agreement constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous agreements or understandings with respect to the subject matter hereof. Any amendments to this Agreement must be in writing and signed by the authorized representatives of the parties. The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and will be written in the English language only.

<<Signatures to follow on next page>>

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement was approved by the Autodesk, Inc. this 5 day of December, 2023.

DocuSigned by:

By 

EEBE7F28D0E44FF...

Print Name Tyler Spring

As Director Sales Ops

This Confidentiality and Non-Disclosure Agreement was approved by the Oklahoma City Water Utilities Trust this _____ day of _____, 2023.

Attest:

Secretary

Chairman

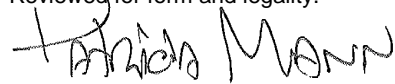
Concurred in by the City of Oklahoma City this _____ day of _____, 2024.

Attest:

City Clerk

Mayor

Reviewed for form and legality.



Assistant Municipal Counselor