

**CONFIDENTIAL DISCLOSURE AND LIMITED USE AGREEMENT**  
**between**  
**Eastside Fire & Rescue**  
**and**  
**the City of Redmond**


This Agreement is made this 13 day of November, 2008 ("EFFECTIVE DATE"), between Eastside Fire & Rescue ("EF&R") and the City of Redmond ("GRANTOR")

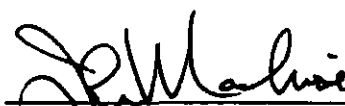
RECITALS

- A The City of Bellevue holds on behalf of Grantor critical data related to Fire and EMS Incidents ("CRITICAL DATA"),
- B Both parties to this Agreement agree that EF&R has a business to obtain or use the CRITICAL DATA,
- C The Grantor's CRITICAL DATA is not public knowledge may be confidential, and will be disclosed to EF&R only under the terms of this Agreement,
- D EF&R is aware of the importance of protecting CRITICAL DATA from disclosure and agrees to the terms of this agreement
- E The CRITICAL DATA is kept by the City of Bellevue and Grantor understands and agrees that the CRITICAL DATA may be released by the City of Bellevue to EF&R without penalty or liability

ACCORDINGLY, EF&R and GRANTOR AGREE AS FOLLOWS

- 1 Grantor agrees that the City of Bellevue, upon presentation of this agreement, may release to EF&R the CRITICAL DATA held by the City of Bellevue without penalty or liability
- 2 EF&R shall treat CRITICAL DATA received from the City of Bellevue as confidential and the exclusive property of Grantor kept by the City of Bellevue and agrees not to disclose such CRITICAL DATA or any part thereof to any unauthorized individuals or third parties
- 3 EF&R will not copy CRITICAL DATA or any part thereof without first obtaining the prior written consent of the Grantor
- 4 Nothing herein contained shall be deemed to grant any rights or licenses under any intellectual property laws to CRITICAL DATA and shall at all times remain the sole property of Grantor
- 5 EF&R agrees that it will verify receipt of the media in writing
- 6 EF&R agrees that when it no longer has use for the CRITICAL DATA, it will destroy the media or return it to the City of Bellevue
- 7 In the event of a breach or threatened breach or intended breach of this Agreement by EF&R Grantor in addition to any other rights and remedies available to it at law or in equity shall be entitled to preliminary and final injunctions enjoining and restraining such breach or threatened breach or intended breach
- 8 The parties' rights and obligations under this Agreement may not be sold assigned or otherwise transferred
- 9 The validity and interpretation of this Agreement and legal relations of the parties to it, shall be governed by the laws of the State of Washington

  
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 Eastside Fire & Rescue  
 Date 11/20/08

  
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 City of Redmond  
 Date 4/13/08