

ATTACHMENT A

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") effective as of the _____ day of _____, 2017 (the "Effective Date") is made and entered into by and between _____ ("Vendor"), and the Mississippi Wireless Communication Commission ("WCC"). Vendor and WCC are each sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties desire to enter into negotiations and other communications regarding the Vendor's use of the Mississippi Wireless Information Network ("MSWIN") infrastructure (the "Proposed Project");

WHEREAS, in the course of gathering information in connection with the Proposed Project, Vendor will have access to and be provided information that the WCC considers confidential and proprietary, including without limitation information regarding facilities, tower locations, reliability and other matters in connection with the Proposed Project; and

WHEREAS, the Parties desire to enter into this Agreement to govern the disclosure by WCC to Vendor of certain confidential information relating to or in connection with the Proposed Project; and

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Definitions. As used in this Agreement, the term "Confidential Information" means the information furnished by WCC or any of its Representatives to Vendor or any of its Representatives in connection with the Proposed Project, including without limitation (i) any draft documents prepared by WCC or any of its Representatives and all supplements or amendments thereto, (ii) all information concerning WCC's infrastructure, tower locations, finances, financial projections, affairs, operations, plans, existing and planned facilities, workforce, third-party contractual relationships, secrets, dealings or prospects, or (iii) the terms of any potential transaction, in each case whether furnished by WCC directly or by any of its Representatives, together with all written or electronically stored documentation prepared by either Party or their respective Representatives based upon or reflecting, in whole or in part, such information. "Representative" means, with respect to any Party, any director, officer, employee, agent, lender, partner or representative,

including without limitation any accountant, attorney or financial advisor, of or to such Party.

2. Treatment and Use of Confidential Information. Vendor agrees to maintain the Confidential Information disclosed to it in the strictest confidence and agrees not to disclose Confidential Information to any other person or entity, except that Vendor may disclose or permit the disclosure of Confidential Information to its employees and officers who need to know such information for the purposes set forth herein. Other than in furtherance of the Proposed Project, Vendor shall not make any use whatsoever of any portion of Confidential Information disclosed to it without the express written permission of the WCC. Without the prior written consent of WCC, Vendor Party will not, and will direct its respective Representatives not to, disclose to any person (i) that the Confidential Information has been made available to Vendor, (ii) that discussions regarding the Proposed Project are taking place or (iii) any other facts with respect to the Proposed Project.

3. Exceptions. Notwithstanding the foregoing, Confidential Information does not include any of the following which is verifiable by written records:

(a) Information that was generally available to the public prior to disclosure by WCC;

(b) Information that becomes generally available to the public after disclosure by WCC, but only if such information became generally available to the public by means other than an unauthorized disclosure resulting from an act or omission by the Vendor;

(c) Information that was lawfully in Vendor's possession prior to disclosure by WCC;

(d) Information disclosed to Vendor by a third party who was lawfully in possession of such information and who was not bound by a confidentiality agreement with WCC and who was not otherwise prohibited from transmitting the information to Vendor by a contractual, legal, fiduciary, or other obligation; and

(e) Information that is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, provided that Vendor shall provide the WCC with prior written notice of such required disclosure and that Vendor shall take all reasonable and lawful actions to obtain confidential treatment of such disclosure and, if possible, to minimize the extent of such disclosure.

Specific information within the scope of Confidential Information pursuant to the provisions of this Agreement shall not be deemed to be within any of the above exceptions merely because the information is embraced by more general information within any of the above exceptions. In addition, Vendor will not be relieved of its obligation of confidentiality and non-disclosure as to any combination of features disclosed pursuant to the provisions of this Agreement merely because individual features of the combination are within any of the above exceptions, but only if the combination itself and its principle of operation are within one of the above

exceptions.

In the event Vendor determines that all or part of the provided Confidential Information is excluded from the obligations of confidence contained herein and/or intends to disclose such information, Vendor shall provide to WCC written notice of such determination or intent and the reason therefore at least thirty (30) days prior to any disclosure by Vendor of such Confidential Information.

4. Ownership. The ownership and right to use of any and all of the Confidential Information remains with the disclosing Party, the WCC. No conveyance of such ownership or option or license of such rights is either expressly or impliedly granted by this Agreement.

5. Return of Confidential Information. Upon request of the WCC, the Vendor shall return to the WCC all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Vendor.

6. Term. The confidentiality obligations set forth in this Agreement shall remain in effect for a period of five (5) years after the date of this Agreement.

7. Remedies. Vendor acknowledges that a breach by it of any of its obligations under this Agreement would cause immediate and irreparable harm to the WCC for which an adequate monetary remedy does not exist; hence, Vendor agrees that, in the event of any such breach or threatened breach by such Party, WCC shall be entitled to injunctive relief restraining Vendor from such violation without the necessity of proof of actual damage or irreparable harm or the posting of any bond, except as required by non-waivable, applicable law. Nothing herein, however, shall be construed as prohibiting WCC from pursuing any other remedy at law or in equity to which such WCC may be entitled under applicable law in the event of a breach or threatened breach by Vendor of this Agreement, including without limitation the recovery of damages and/or costs and expenses, which shall include reasonable attorneys' fees, incurred by WCC as a result of any such breach.

8. Miscellaneous.

(a) This document comprises the complete agreement between the parties regarding the subject matter hereof and cannot be modified except by written agreement signed by the parties.

(b) This Agreement shall be governed by the laws of the State of Mississippi without regard to the application of any conflicts of law principles which might require the application of the law of another jurisdiction.

(c) If for any reason any one or more of the provisions of this Agreement shall be void, invalid, illegal or unenforceable, in whole or in part, in any respect under any applicable law or decision, such provision, or part thereof, shall to that extent be deemed not to form part of this Agreement, and the validity, legality

and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way and shall be enforced as written to the full extent permissible.

(d) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(e) The failure or delay of a Party in insisting upon compliance with any provision of this Agreement or in exercising any right or remedy hereunder shall not be construed to be a waiver, modification, or amendment of the provision, or of the right to insist upon compliance with such provision, or to take remedial steps to recover damages or other relief for noncompliance.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

THUS DONE AND EXECUTED by the Parties in duplicate originals effective as of the Effective Date.

WCC:

By: _____

Name:

Title:

_____:

By: _____

Name:

Title: