This mutual non-disclosure agreement ("Agreement") is made and entered into as of 19 Dec 2022 (the "Effective Date") by and between **Trane Technologies Company LLC**, having offices at 800-E Beaty St., Davidson, North Carolina 28036 USA, on behalf of itself and its Affiliates ("Trane Technologies"), and **County of Humboldt** having an office located at 825 5th Street, Eureka, CA 95501 ("Company"), which are each designated a "Party" and, collectively, the "Parties."

RECITALS

WHEREAS both Parties find it desirable for the purpose of discussing or sharing of information relating to the Parties working on a potential project (the "Purpose") to protect the Parties' Confidential Information against untimely or unauthorized disclosure;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the receipt of which and adequacy thereof is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Definitions.

   1.1. "Confidential Information" shall mean any information disclosed by either Party (a "Disclosing Party") to the other Party (a "Receiving Party") in connection with the Purpose, which may include: (a) any and all technical information relating to the design, operation, testing, test results, development, and manufacture of any Party's product (including, but not limited to, product specifications and documentation; engineering, design, and manufacturing drawings, diagrams, and illustrations; assembly code, software, firmware, programming data, pseudocode, databases, and all information referred to in the same); product costs, margins and pricing; as well as product marketing studies and strategies; (b) information, documents and materials relating to the Party's financial condition, management and other business conditions, prospects, plans, procedures, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (c) any information designated as pertaining to a trade secret or patentable invention; (d) any other documentation provided or otherwise made accessible in any media if marked "CONFIDENTIAL," "PROPRIETARY," or the like, or if notified in writing of the same within thirty (30) days of its initial disclosure; or (e) any other information transmitted in any form if notified in writing of its confidential status within thirty (30) days of its initial disclosure. The term "Confidential Information," as used in this Agreement, shall not include information which the Receiving Party can show:

      1.1.1. is or has been lawfully disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party;

      1.1.2. is known to or was in possession of the Receiving Party prior to the time of its receipt from the Disclosing Party;

      1.1.3. was or is independently developed by the Receiving Party without reference to, and totally independent from, the Confidential Information; or

      1.1.4. was in the public domain at the time of the disclosure, or becomes generally known/available to the public (other than as a result of the violation of this Agreement).

   1.2. "Affiliate(s)" means an entity that: (a) is majority-owned or controlled by a Party; (b) is under common majority ownership or control as a Party; or, (c) owns the majority of and/or controls a Party. "Control" or "controlled" means the right to control and direct the management and operations of the entity, whether by majority ownership, contract, or the ability to appoint a majority of directors. Affiliate can be a U.S. or non-U.S. entity.

2. Confidentiality Obligation. The Parties agree that all Confidential Information that is transmitted or communicated by one Party to the other shall in all cases be held in confidence and shall not be disclosed to any third party unless written consent of the Disclosing Party is first obtained, except that the Receiving Party has the right to disclose such information to its own employees, Affiliates, consultants, agents, and other representatives who are bound by an obligation of confidentiality substantially similar as set forth herein, and who need to know such information for the Purpose. The Receiving Party agrees that it shall not use the Confidential Information for any purpose other than the Purpose.

3. Required Disclosures. Any disclosure by the Receiving Party or its representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall be subject to the terms of this Section. Prior to making any such disclosure, the Receiving Party shall make commercially reasonable efforts to provide the Disclosing Party with: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party (or its representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which such Legal Order specifically requires the Receiving Party to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

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4. Protection of Confidential Information. The Receiving Party agrees to handle the Confidential Information by using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own confidential or similar information or material, including, at a minimum: (a) alerting its employees, consultants, agents and/or other representatives of the confidential and sensitive nature of the Confidential Information of the Disclosing Party; (b) disclosing information to its employees, consultants, agents and/or other representatives only on a need-to-know basis; (c) using appropriate safe-keeping procedures for Confidential Information of the Disclosing Party; (d) not permitting its employees, consultants, agents and/or other representatives to reverse engineer, translate, disassemble, decompile or attempt to create any source code that is derived from any of the Confidential Information; and (e) notifying the Disclosing Party immediately upon discovery of any loss, unauthorized disclosure or use of Confidential Information or any other breach of this Agreement by the Receiving Party. In addition, to ensure the accountability of Confidential Information, each Party will use reasonable efforts to maintain a record of information exchanged pursuant to this Agreement and may designate individual(s) through whom Confidential Information may be submitted.

5. Term and Termination. This Agreement shall be effective as of the Effective Date and shall expire 36 months after the Effective Date. This Agreement may be terminated by either Party with thirty (30) days written notice to the other Party. Notwithstanding any such termination or expiration, all rights and obligations hereunder, including those of confidentiality, use and non-disclosure, shall survive any expiration or termination of this Agreement, even after the return or destruction of Confidential Information by the Receiving Party.

6. Return of Information. Upon request, the Receiving Party shall return to the Disclosing Party all materials containing any of the Confidential Information and any copies or derivatives prepared therefrom, except that the Parties may elect to destroy such materials, by providing the Disclosing Party with a written certification of such destruction.

7. Archive Copies. The provisions of Section 6 shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the Receiving Party according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall be subject to a confidentiality obligation for a term that extends at least as long as such copies remain in existence.

8. No License; No Implied Rights. This Agreement does not confer to the Receiving Party any right, license, interest or title in, to or under the Confidential Information. Furthermore, no license is granted to the Receiving Party, by estoppel or otherwise, whether expressly or impliedly, under any patent, trademark, copyright, trade secret or any other proprietary right(s) of the Disclosing Party. This Agreement does not grant any express or implied warranty, guaranty, or representation with respect to any Confidential Information. Neither Party will be liable for damages, of whatever kind, as a result of the other Party's reliance on or use of Confidential Information, unless expressly agreed to by both Parties in writing.

9. No Business Relationship. Both Parties recognize that neither the execution of this Agreement nor any provision in this Agreement constitutes any obligation or commitment by either Party to enter into any type of a business relationship with the other Party, nor does it create a joint venture, partnership, or other formal business relationship or entity of any kind. Any such further obligation or commitment can only be made after definitive agreements are executed by both Parties.

10. No Obligation to Disclose. Nothing herein shall be construed as obligating or deemed to obligate either Party to disclose any particular Confidential Information to the other.

11. Public Statements. Both Parties agree not to make any public statement or announcement regarding this Agreement, or any statement or announcement regarding any negotiations arising out of this Agreement, without the prior written consent of the other Party.

12. Violation of Agreement. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach. Any unauthorized use or disclosure by the Receiving Party's employees, consultants, agents or other representatives shall be deemed to be an unauthorized use or disclosure by the Receiving Party and the Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any and all reasonable damages, losses, costs, expenses and attorney's fees incurred as a result of such breach.

13. Notices. All notices, requests, consents, claims, demands, waivers and other vital communication from either Party to the other will be given in writing to the intended recipient, with a copy addressed to their General Counsel (if applicable), at the respective addresses set forth in the first paragraph of this Agreement, or to such other addresses or addressees as may hereafter be designated in writing. Such communication shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (confirmation of receipt); (c) on the date sent by facsimile, or electronic mail (with confirmation of transmission) if sent during the normal business hours of the recipient, and on the next business day if sent after the normal business hours of the recipient; (d) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

14. Severability of Provisions. Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any such part of this Agreement materially affect any other rights and obligations of the Parties hereunder, the Parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties.

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15. <u>Construction</u>. The division of this Agreement into subsections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation. The Parties agree that any rule that language is strictly construed against the drafter of such language is inapplicable to this Agreement.

16. <u>Non-Assignability</u>. Neither Party shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights and obligations in whole or part to any third party, without the prior written consent of the other Party. Either Party may assign this Agreement to its Affiliate, as defined above, upon notification to the other Party.

17. <u>Amendment</u>. This Agreement shall not be amended, modified or altered, except in writing, duly accepted and executed by both Parties.

18. <u>Compliance</u>. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C. F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, each Party agrees that it will not transfer any information it receives from another Party that constitutes export controlled items, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to that Party or any Party's companies, without the authority of an export license, agreement, or applicable exemption or exception.

19. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, exclusive of any provisions of the laws of North Carolina that provide a choice of law and choice of venue other than North Carolina, so as to exclude conflict of laws provisions which may direct the application of another jurisdiction's laws. The UN Convention on the International Sale of Goods shall not apply to this Agreement. Nothing in this Agreement shall be construed to prohibit or otherwise restrict the Receiving Party from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information under an applicable U.S. Government procurement.

20. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. An electronic or facsimile copy hereof shall suffice as an original.

21. <u>Prior Agreements</u>. This Agreement sets forth all obligations of the Parties regarding confidentiality and the exchange of Confidential Information in connection with the Purpose, and amends such obligations to the extent present in any prior agreements between the Parties, but shall not otherwise be construed to change the terms and conditions of any such prior agreements.

IN WITNESS WHEREOF, the Parties hereby, or authorized agents thereof, have executed this Agreement, which shall be binding upon them and their respective successors and assigns, as of the Effective Date.
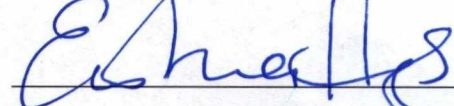
TRANE TECHNOLOGIES COMPANY LLC

COUNTY OF HUMBOLDT

Signed: _____

Signed: _____

Printed: Robert Wax

Printed: Elishia Hayes

Title: Regional Comprehensive Solutions Leader

Title: County Administrative Officer

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