

MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (“NDA”) governs the disclosure of information by and between **City of Columbus, a Ohio municipal corporation**, and **Milestone Utility Services, Inc.**, a Florida corporation (“MUS”) and is effective on the date of the first exchange of Confidential Information between the parties, or the date of the second signature below, whichever is earlier (the “Effective Date”).

1. “Confidential Information” means any trade secret or other confidential technical, business, financial or other proprietary information provided by one party (the “Discloser”) to the other (the “Recipient”), that is (i) marked as confidential; (ii) if orally or visually disclosed, identified as confidential upon disclosure; or (iii) due to its character, nature, or method of transmittal, information that a reasonable person under like circumstances would treat as confidential.

2. Recipient will hold Discloser’s Confidential Information in strict confidence and not disclose it to any third party, except with the Discloser’s prior written approval, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Discloser (the “Purpose”). Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

3. Recipient’s obligations under this NDA with respect to any portion of Discloser’s Confidential Information shall not apply to the extent that Recipient can document that: (a) the Confidential Information was in the public domain at the time it was communicated to the Recipient by Discloser; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by Discloser through no fault of the Recipient; (c) it was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient by Discloser; (d) the Recipient has independently developed

it without either using Discloser’s Confidential Information or breaching this NDA; (e) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by Discloser; or (f) it was communicated by Discloser to an unaffiliated third party free of any obligation of confidence.

4. The Recipient may disclose Confidential Information pursuant to legal, judicial, or administrative proceeding or otherwise as required by law; provided that the Recipient shall give reasonable prior notice, if not prohibited by applicable law, to the Discloser and shall assist the Discloser, at Discloser’s expense, to obtain protective or other appropriate confidentiality orders, and further provided that a required disclosure of Confidential Information to an agency or Court does not relieve the Recipient of its confidentiality obligations with respect to any other party.

5. The obligations of this agreement shall continue to apply to Confidential Information for as long as required by law and as to trade secrets for as long as the owner maintains them as confidential, but shall otherwise continue until the sooner of three (3) years after the exchange of such information or until superseded by a subsequent agreement between the parties relating the confidential treatment of the Confidential Information. Upon written request of the other party, each party shall either promptly return to the other all documents, notes and other tangible materials representing the other’s Confidential Information and all copies thereof or destroy all other copies containing such Confidential Information and certify such destruction in writing to the

Discloser. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Recipient's information systems procedures, provided that Recipient shall make no further use of such copies.

6. The parties recognize and agree that nothing contained in this NDA shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this NDA, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

7. Confidential Information shall not be reproduced in any form except as reasonably appropriate to accomplish the Purpose. Any reproduction of any Confidential Information of Discloser by Recipient shall remain the property of the Discloser and shall contain any and all confidential or proprietary notices, legends, or marks that appear on the original, unless otherwise authorized in writing by the other party.

8. This NDA shall be governed by and construed in accordance with the laws of Florida without reference to conflict of laws principles. This NDA may not be amended except by a writing signed by authorized representatives of each party.

9. Confidential Information provided by a Discloser under the NDA may constitute material, nonpublic information of that Discloser, and trading in the securities of a Discloser (or the securities of its affiliates, subsidiaries or partners) while in possession of such material, nonpublic Confidential Information may constitute a violation of the U.S. federal securities laws.

10. Any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including any amendments or extensions thereto) (collectively, a "Claim") arising out of or

relating to this NDA, or the breach thereof, shall be settled by final and binding arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration. The arbitration shall be heard and determined by a panel of three (3) three independent and impartial arbitrators, and each such arbitrator shall be an attorney having experience and familiarity with information technology disputes selected from the CPR Panels of Distinguished Neutrals. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrement, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall occur in a mutually agreed location, each party shall bear its own costs relating to such arbitration, and the parties shall equally share the arbitrators' fees. In no event shall any arbitration award provide a remedy beyond those permitted under this NDA, and any award providing a remedy beyond those permitted under this NDA shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No Claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. Any arbitration proceedings are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

11. Either party may, without waiving any remedy under this NDA, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its Confidential Information and property rights

12. If any term or provision of this NDA is unenforceable, then the remainder of this NDA will not be affected, impaired, or invalidated, and the other terms and provisions of this NDA will be valid and enforceable to the fullest extent permitted by law.

13. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

14. Neither party will assign or transfer any rights or obligations under this NDA without the prior written consent of the other party.

15. Neither party shall export, directly or indirectly, any data acquired from the other pursuant to this NDA or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

16. All notices or reports permitted or required under this NDA shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt

requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this NDA or such other address as either party may specify in writing.

17. Each of the parties agrees that the consulting tools, templates and methodologies of the other party contain valuable confidential information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any such tools, template or methodologies contained in the Confidential Information of the other party without the prior written consent of the other party.

18. This NDA supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

19. Neither party shall, during the term of this NDA and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have been directly involved with the Purpose, without the other party's express written consent.

Each party, by signature of its authorized representative below, has entered into this NDA as of the Effective Date.

CITY OF COLUMBUS.

Signature: _____

Name:

Title:

Date: _____

Notice Address:

***1111 East Broad Street
Columbus, Ohio 43206***

MILESTONE UTILITY SERVICES, INC

Signature: _____

Name: ***Ram Kasarla***

Title: Chief Executive Officer

Date: _____

Notice Address:

***11830 NW 4th Street,
Plantation, FL 33325***