

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/10/2001

Contract/Lease Control #: C02-0069-EMI-33

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: SPRINT SPECTRUM

Lessor: \_\_\_\_\_

Effective Date: 10/5/2001 \$0

Term: INDEFINITE

Description of Contract/Lease: 9-1-1 DISCLOSURE

Department Manager: EMERGENCY MANAGEMENT

Department Monitor: G. BAGGETT

Monitor's Telephone #: 651-7560

Monitor's FAX #: 651-8082

Date Closed: \_\_\_\_\_

## PSAP Nondisclosure Agreement

This agreement is made by and between Sprint Spectrum, L.P. d/b/a Sprint PCS, and its associated and affiliated companies, and the Okaloosa County Board of Commissioners, ("PSAP").

PSAP agrees that it may be necessary for Sprint PCS to provide PSAP with certain confidential information, including trade secret information, considered to be proprietary by Sprint PCS in conjunction with provision of services and materials relating to the provision of Enhanced 911 services (E911).

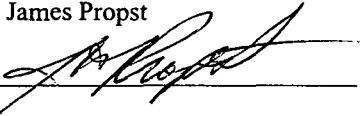
Such confidential information specifically includes, but is not limited to, technical and business plans, technical information, specifications, drawings, proposed products, processes, services and like information ("Information"), including this Agreement. PSAP hereby agrees to receive such information and to disclose such information only subject to the following terms and conditions:

1. PSAP agrees to protect such information provided to PSAP from distribution, disclosure or dissemination to anyone except employees of PSAP with a need to know such information in conjunction with the above services and materials, except as authorized herein or as otherwise authorized in writing by Sprint PCS. PSAP will use, at a minimum, the same standard of care to protect such information of Sprint PCS as it uses to protect its own similar confidential and proprietary information, which standard of care shall in all events be sufficient to conform with the requirements of this Agreement. PSAP further agrees it will indemnify and hold harmless Sprint PCS from all losses, damages, causes of action and attorney's fees arising from breach of this Agreement by PSAP.
2. All information obtained by PSAP hereunder or in contemplation hereof shall remain Sprint PCS's and/or any applicable third party owner's property. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally or visually shall be designated as proprietary or confidential at the time of such conveyance and must be reduced to writing within forty-five (45) days. At the direction of Sprint PCS, all copies of such information in written, graphic, or other tangible form shall be destroyed or returned to Sprint PCS.
3. PSAP will not have an obligation to protect any portion of the information which:
  - (a) is made publicly available by Sprint PCS or lawfully by a nonparty to this agreement;
  - (b) is lawfully obtained by PSAP from any source other than Sprint PCS or its assigned agents;
  - (c) is previously known to PSAP without an obligation to keep it confidential;
  - (d) is released by Sprint PCS in writing, or;
  - (e) is provided pursuant to a subpoena, court order or otherwise by operation of law, provided reasonable notice shall be given to Sprint PCS and PSAP shall assist Sprint PCS in seeking protection for such information.
4. PSAP agrees to use the information solely in supporting Sprint PCS and for no other customer purpose. PSAP will only make copies of the information received by it from Sprint PCS as are necessary for its use under the terms hereof, and each such copy will be marked proprietary or confidential.
5. PSAP agrees not to identify Sprint PCS or any other owner of information disclosed hereunder in any advertising or publicity without the prior written permission of Sprint PCS.
6. Information shall be subject to the terms of this Agreement for one (1) year from the receipt of the information by PSAP. Any information, which is a trade secret under applicable law, shall be subject to the terms of this Agreement for so long as such information remains a trade secret. This Agreement shall otherwise expire one (1) year from the date of execution.
7. This Agreement shall be construed in accordance with the laws of the State of Florida.

8. No license to PSAP under any trademark, patent or copyright is either granted or implied by Sprint PCS's disclosure of such information to PSAP.
9. This Agreement does not represent, and should in no way imply, commitment on the part of the PSAP to purchase the products or services of Sprint PCS nor as an encouragement to expend funds in the development thereof. No such agreement to provide or develop products or services shall be binding unless and until expressed in a writing signed by authorized representatives of both parties.
10. This Agreement constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by written instrument executed by both parties. The parties represent that they have read this Agreement, understand it and agree to be bound to its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

Sprint PCS

By: James Propst

  
\_\_\_\_\_

Title: Manager, E911

Date: 7/17/07

OKALOOSA COUNTY      DATE: 10/5/01

  
\_\_\_\_\_

CHRIS HOLLEY, COUNTY MANAGER