

CONFIDENTIALITY AGREEMENT

For purposes of protecting the confidential and proprietary nature of information to be provided by or behalf of **ENERGY MISSISSIPPI, LLC**, a Texas limited liability company registered to do business in Mississippi, ("**Entergy**"), to **MADISON COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi ("**Recipient**"), it is agreed that:

1. Recipient will be provided electronic geographic information system ("**GIS**") mapping data showing locations of Entergy's electrical distribution facilities ("**Confidential Information**") solely for the purpose of developing a GIS database of utility infrastructure in Madison County ("**GIS Maps**") for use by the Madison County Emergency Management Agency, which will share access to the GIS Maps with other state and local government agencies as well as Entergy and other public utility companies operating in Madison County to help facilitate coordination of emergency response and restoration efforts as needed ("**Permitted Use**"). The GIS Maps will not be available to the general public.
2. Recipient will treat the Confidential Information as confidential and proprietary commercial information under the terms of this Confidentiality Agreement. Recipient will use the Confidential Information only for the Permitted Use and will use reasonable care to prevent any unauthorized use or disclosure.
3. Other than the Permitted Use, Recipient will restrict distribution of and access to the Confidential Information solely to those of its employees, agents, representatives, contractors, consultants, and attorneys who have a need to know and will advise such individuals of the obligations assumed in this Confidentiality Agreement.
4. Except for such disclosure as may be required by law, rule, regulation, or order of any governmental entity or court with proper jurisdiction, Recipient shall not provide copies of such Confidential Information to any third parties without Entergy's prior written consent. If disclosure is required by any such law, rule, regulation, or order, Recipient shall, to the extent permitted by law: (a) provide Entergy advance notice prior to any disclosure, and (b) claim, if requested to do so by Entergy, an exemption from mandatory disclosure to or by any governmental agencies or courts by any reasonable means.
5. None of the Confidential Information that may be provided by Entergy shall constitute any representation, warranty, assurance, guarantee, or inducement by Entergy of any kind. Entergy shall not be liable for the accuracy or completeness of the Confidential Information.
6. Recipient shall not acquire any rights, ownership, or other interest in the Confidential Information. Upon written request by Entergy, Recipient will promptly return or destroy any and all Confidential Information together with all copies made and deliver to Entergy written certification of such compliance.
7. Recipient acknowledges and agrees that in the event of any breach of this Confidentiality Agreement, Entergy would be irreparably harmed and could not be made whole by monetary damages. Accordingly, Recipient agrees that in addition to any other remedy to which it may be entitled at law or in equity, Entergy shall be entitled to seek an injunction or other form of equitable relief to prevent breach of this agreement, and Recipient shall be responsible for paying Entergy's attorney's fees, court costs, and any other reasonable expenses incurred in connection with any legal proceedings concerning this agreement.

Agreed to and effective as of _____, 2024.

MADISON COUNTY BOARD OF SUPERVISORS,
acting for and on behalf of Madison County, MS

BY: _____
Gerald Steen, Board President

ATTEST:

Chancery Clerk of Madison County and
ex officio clerk of the Board of Supervisors