



ADT Always There

original
ADT Security Services
Jurisdiction Department
8880 Esters Blvd
Irving, TX 75063

January 30, 2019

Lexington Police Department
Linda Gorton, Mayor
150 East Main St.
Lexington, KY 40507

Re: Request for ADT Customer Information

Dear Mayor Gorton:

Lexington Police Department ("Recipient") has requested (or may request in the future) ADT LLC d/b/a ADT Security Services, its affiliates, or its or their respective employees, officers, directors, agents, or representatives (collectively, "ADT") to disclose or otherwise make certain tangible or intangible information available to Recipient, regarding ADT, its customers ("ADT Customer(s)"), business, or operations (collectively, "Information"). As further described below, it is understood and agreed that Information requested by Recipient is proprietary to ADT, commercially valuable and, further, relates to the identity of ADT Customers receiving monitored security services who reside within Recipient's jurisdiction and, accordingly, is to be treated as strictly confidential. ADT is willing to fully cooperate with Recipient, disclose and otherwise make Information available to Recipient provided that Recipient enter into and agree to the terms and conditions contained in this letter agreement ("Confidentiality Agreement"). Recipient acknowledges and agrees that it shall not make or cause to be made any outbound phone call to any phone numbers of ADT Customers provided under this Confidentiality Agreement using an automated dialing system, pre-recorded message or text message for any purpose other than for emergency dispatch services.

This Confidentiality Agreement shall cover all written, electronic, and other Information disclosed or otherwise made available to Recipient by or on behalf of ADT before, on, or after the date hereof (collectively, "ADT Information"). ADT shall rely upon this Confidentiality Agreement in disclosing or otherwise making any ADT Information available to Recipient. Notwithstanding anything in this Confidentiality Agreement to the contrary, ADT may terminate this Confidentiality Agreement (and its disclosure of ADT Information) at any time, with cause, upon written notice to Recipient.

Each reference to "ADT Information" in this Confidentiality Agreement may include all: (i) ADT Customer lists and other Information identifying the name, address, telephone, email of any ADT Customer receiving monitored security services within Recipient's jurisdiction, or (ii) Information regarding the type, specifications, nature, or pricing of the alarm systems, security services, and other products offered, sold, provided, or performed by ADT to or for each ADT Customer, including all contractual terms.

Recipient: (i) shall use and copy the ADT Information solely to confirm compliance with applicable laws related to taxation ordinances or other laws pertaining to the use of alarm systems or monitored alarm services during the term hereof (the "Permitted Purpose"); (ii) shall not, directly or indirectly, disclose or provide any access to any ADT Information (or permit either of the foregoing), except to Recipient's own full-time employees or Authorized Third Party Administrator (if identified in the above opening paragraph) who "need to know" the ADT Information for the Permitted Purpose; (iii) shall protect, secure, and keep the ADT Information in the strictest confidence; (iv) shall cause all of its employees that access or use any ADT Information to comply with all terms and conditions of this Confidentiality Agreement; and (v) shall comply with the security requirements set forth in Schedule A attached hereto.

Lexington Police Department

NDA 677

1/30/19 /

Page 2

Upon the earlier of (a) ADT's request therefore or (b) any termination, expiration, or completion of this Confidentiality Agreement or Permitted Purpose whatsoever (each of (a) or (b), a "Termination"), Recipient shall immediately and permanently: (i) cease all use of the ADT Information; (ii) return all ADT Information to ADT, or, at Recipient's option, destroy all ADT Information and certify such destruction to ADT in writing; and (iii) purge all ADT Information from its computer system. Notwithstanding any Termination or return, purging, or destruction of any ADT Information, this Confidentiality Agreement (and all of Recipient's obligations, covenants, representations, warranties, and indemnities hereunder) shall survive and continue in full force and effect in perpetuity with respect to all previously disclosed ADT Information.

Recipient hereby agrees to be liable, to the extent permitted by applicable law, for any damages arising from Recipient's or Authorized Third Party Administrator's (if identified in the above opening paragraph) breach of this Confidentiality Agreement or its use or disclosure of any ADT Information. In addition, the parties agree that, to the extent permitted by applicable law, and without any further action on ADT's part, all ADT Information is and shall be: (i) ADT's confidential, privileged, proprietary, and trade secret information under each applicable freedom of information act, open records act, public records act, sunshine act, or similar law (each, an "Open Records Act"); (ii) deemed to be sufficiently marked and legends as such under each Open Records Act; and (iii) exempt from disclosure or discovery under each Open Records Act.

In the event that Recipient is requested or required by subpoena, court order, civil discovery device, legal process, or law (including any Open Records Act) to disclose any ADT Information, Recipient shall provide ADT with prompt written notice thereof. Upon ADT's failure to obtain an injunction or protective order against such requested or required disclosure, Recipient may disclose only that portion of the ADT Information required to comply with such law or court order.

ALL ADT INFORMATION IS PROVIDED TO RECIPIENT "AS IS, WHERE IS," AND "WITH ALL FAULTS." ADT MAKES NO (AND HEREBY DISCLAIMS ALL) EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY ADT INFORMATION, INCLUDING THE ACCURACY, MERCHANTABILITY, COMPLETENESS, NON-INFRINGEMENT, COMPATIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ADT INFORMATION. Recipient may use and rely upon ADT Information solely at Recipient's own sole risk, cost, and expense. Recipient hereby represents and warrants to ADT that this Confidentiality Agreement is enforceable against Recipient in accordance with its terms.

Neither this Confidentiality Agreement nor any use or disclosure of ADT Information by or to Recipient shall grant, convey, or transfer to Recipient any right, license, title, or interest in or to any ADT Information or any patent, copyright, trademark, service mark, trade secret, or other proprietary right therein or thereto, whether now existing or arising hereafter (collectively, "IP Rights"), except for the limited, personal, revocable, non-exclusive, non-proprietary right granted to Recipient hereunder to use the ADT Information for the Permitted Purpose during the term hereof in compliance with this Confidentiality Agreement, which right shall automatically terminate on the effective date of any Termination. In all events, ADT shall be and remain the sole and exclusive owner of all ADT Information and all IP Rights therein and thereto.

Recipient agrees, to the extent permitted by applicable law, to indemnify, defend, and hold ADT harmless from and against any and all claims, actions, proceedings, losses, liabilities, and damages, including reasonable attorneys' fees and costs, arising from or relating to Recipient's or its employees' or Authorized Third Party Administrator's (if identified in the above opening paragraph) breach of this Confidentiality Agreement. Notwithstanding the foregoing, the parties agree that any impending or actual breach or violation of any provision of this Confidentiality Agreement by Recipient would cause ADT irreparable harm for which ADT would have no adequate remedy at law. Accordingly, in addition to the foregoing indemnity and all other rights and remedies that may be available to ADT, ADT shall be entitled to immediate injunctive and equitable relief prohibiting, remedying, or otherwise restraining any impending or actual breach or violation

Lexington Police Department
NDA 677
1/30/19
Page 3

hereof by Recipient. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to LFUGG.

This Confidentiality Agreement: (i) shall be binding upon and for the sole and exclusive benefit of each of the parties hereto and their respective successors and assigns; (ii) constitutes the final and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings with respect thereto; and (iii) may be amended, waived, modified, or discharged only by a written instrument signed by all parties. Without limiting the foregoing, no right, obligation, or provision of this Confidentiality Agreement may be amended, waived, modified, released, or discharged orally or by any failure of either party to insist upon the other party's performance of this Confidentiality Agreement. Recipient may not assign, sublicense, delegate, subcontract, or otherwise transfer or dispose of the ADT Information, this Confidentiality Agreement, or any right or obligation hereunder, in whole or in part, without ADT's prior written consent thereto, and any attempt to do so without ADT's prior written consent shall be null, void, and of no force or effect. All of ADT's rights and remedies hereunder shall be cumulative with, and may be exercised without prejudice to, ADT's other rights and remedies under this Confidentiality Agreement, at law, or in equity. If any term or provision of this Confidentiality Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of such provision and this Confidentiality Agreement shall not be affected thereby, and shall remain valid, binding, effective, and enforceable against each party in accordance with its terms. As used herein: (A) the words, "include, includes, including," and all variations thereof shall be deemed to mean "including, without limitation," and (B) the word "or" shall be deemed to include the meaning "and/or."

Notices required by the parties under this Confidentiality Agreement shall be made by certified mail, return receipt requested, to the following individuals:

ADT Security Services	Lexington Police Department
Attn: Jurisdiction Department	Dwayne Holman, Assistant Chief
8880 Esters Blvd	150 East Main St.
Irving, TX 75063	Lexington, KY 40507

By signing this Confidentiality Agreement in the space provided below and returning one fully executed copy of this Confidentiality Agreement to my attention, Recipient agrees to and accepts all of the terms and conditions contained herein.

Sincerely,

ADT LLC DocuSigned by:
Warren (Chip) Knapp
6B39A92F18BF4BC...

By: _____

Name: Warren D. Knapp

Title: Sr. Director Operations Support Center

Date: 4/1/2019

AGREED AND ACCEPTED:

Lexington Police Department

By: *Linda Gorton*

Name: Linda Gorton

Title: Mayor

Date: MAR 21 2019

Lexington Police Department
NDA 677
1/30/19
Page 4

SCHEDULE A
AHJ INFORMATION SECURITY REQUIREMENTS

Data Privacy and Security

(a) Definitions.

"AHJ" means Authority Having Jurisdiction and incorporates any AHJ-Authorized Third-Party Administrators.

"Customer Data" means all ADT Confidential Information entered into documentation, software or equipment by or on behalf of ADT; (a) that is data supporting or derived from the provision of Services to ADT End Users or (b) relative to ADT's customers, and information derived from such information, including as stored in or processed through AHJ's equipment or software, or that of its Authorized Third Party Administrator(s).

(b) Security.

AHJ, and its Authorized Third Party Administrator(s) ("AHJ"), will maintain and enforce safety and physical security procedures with respect to its access to and maintenance of Customer Data that are (i) at least equal to industry standards for such types of service providers, (ii) in accordance with reasonable ADT security requirements, and (iii) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data and all other data owned by ADT and accessible by AHJ under this NDA. Without limiting the generality of the foregoing, AHJ will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access AHJ systems or the information found therein without the consent of ADT. AHJ will periodically test its systems for potential areas where security could be breached. AHJ will report to ADT immediately any breaches of security or unauthorized access to AHJ systems that AHJ detects or becomes aware of. AHJ will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to ADT a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Customer Data.

(c) Storage of Customer Data.

All Customer Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. Further, AHJ will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g. password protection of AHJ applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and a provision for system backup.