

## **MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "Agreement") is dated this \_\_\_ day of January, 2007, by and between Nextel Spectrum Acquisition Corp., WBSWP Licensing Corporation, and their affiliates and subsidiaries ("Sprint Nextel") and the School Board of Palm Beach County, Florida ("School Board"). Sprint Nextel and School Board are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

### **RECITALS**

A. In connection with settlement discussions between the Parties concerning certain spectrum licensed or leased to either Party in West Palm Beach, Florida and surrounding areas (the "Purpose"), each Party hereto may disclose certain non-public and proprietary information to the other relating to their respective operations and businesses.

B. The Parties wish to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public and proprietary information disclosed to the other hereunder.

### **AGREEMENT**

The Parties hereby agree as follows:

1. As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Information shall include all propriety and confidential information, technical data, trade secrets or know-how including, but not be limited to, communications transmitter site locations, financial papers and statements, customer lists, research and development activities, technology, vendors, computer hardware and software, products, drawings, information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by Disclosing Party (as defined below). Information shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by Receiving Party (as defined below) which contain, reflect or are based upon, in whole or in part, information disclosed hereunder. In the case of Sprint Nextel, the term Information shall include Information of Sprint Nextel Corporation or that of its direct and indirect subsidiaries.

2. As a condition to receiving the Information which either Party or any of its employees, representatives or agents (collectively, "Disclosing Party") may furnish to the other ("Receiving Party") or to which Receiving Party is afforded access, directly or indirectly, Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Information including, at a minimum, those measures that it takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care) and shall not, without the prior written consent of Disclosing Party, use or disclose the Information or any part thereof except internally, as necessary for the Purpose.

3. The term Information does not include information which:

(a) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party;

(b) prior to disclosure hereunder, is property within the legitimate possession of Receiving Party which can be verified by independent evidence;

(c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of third party's or Receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure;

(d) is independently developed by Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence.

4. For the purposes of this Agreement, all references to Sprint Nextel whether as "Nextel Spectrum Acquisition Corp.", "Sprint Nextel", "WBSWP Licensing Corporation", "Disclosing Party" or "Receiving Party" shall include any entity that directly or indirectly controls, is controlled by or is under common control with Nextel Spectrum Acquisition Corp.

5. Information shall not, without the prior written consent of Disclosing Party, be disclosed to any person or entity other than employees or agents of Receiving Party who need to know the Information and in those instances only to the extent justifiable by that need. Receiving Party shall ensure that all such entities and personnel comply with the terms of this Agreement. Receiving Party will not export any Information in any manner contrary to the export regulations of the United States.

6. Subject to Section 11, School Board may disclose Information only to the extent it is required to do so pursuant to a valid an enforceable subpoena or order by a court of competent jurisdiction.

7. Notwithstanding any other provision of this Agreement, subject to Section 12, the School Board may disclose Information to the extent such disclosure is required pursuant to Chapter 119 of the Florida Revised Statutes (the "Public Records Law") after receipt of a proper request compelling production under the Public Records Law.

8. All Information shall remain the exclusive property of Disclosing Party, and Receiving Party shall have no rights, by license or otherwise, to use the Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Information.

9. Receiving Party agrees to return to Disclosing Party or destroy, and verify in writing its destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts or other reproductions) promptly following Disclosing Party's request. At Disclosing Party's option, Receiving Party will provide written certification of compliance with this Section. The obligations of School Board under this Paragraph 8 shall be subject to the record retention requirements of the Public Records Law.

10. Nothing in this Agreement shall impose any obligation upon either Party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein. Neither Party shall have any obligation to the other for any action such other Party may take or refrain from taking based on or otherwise attributable to any information (whether or not constituting Information) furnished to such other Party hereunder.

11. If either Party receives a valid and enforceable subpoena or order by a court of competent jurisdiction, or a demand from an administrative agency or other governmental authority, which seeks the disclosure of Information, the party receiving the subpoena or demand for Information shall immediately notify and provide a copy of said subpoena or demand to Disclosing Party and their counsel so that Disclosing Party may (at its expense) seek from said court, administrative agency or governmental authority an appropriate protective order or other remedy preventing disclosure of the Information. If, in the absence of a protective order or other remedy, Receiving Party, in the written opinion of its counsel addressed to Disclosing Party, is compelled as a matter of law to disclose the Information, it may disclose to the third party compelling the disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to such disclosure, Receiving Party will advise and consult with Disclosing Party and its counsel as to such disclosure and the nature and wording of such disclosure) and Receiving Party will use its best efforts to obtain confidential treatment therefor.

12. If School Board receives a public records request under the Public Records Law ("PRR"), the School Board shall notify Sprint Nextel and provide to Sprint Nextel a copy of the PRR. If Sprint Nextel believes that some or all of the information requested in the PRR is exempt from disclosure under the Public Records Law, Sprint Nextel shall, at its sole cost, obtain an order from a court of competent jurisdiction in Palm Beach County, Florida, enjoining School Board from fulfilling the PRR within three (3) working days from receipt of notice from the School Board. If Sprint Nextel elects not to obtain such a court order or fails to obtain such order with three (3) working days, School Board shall be permitted to provide the information requested in the PRR. In such event, School Board shall have no liability to Sprint Nextel and School Board's fulfillment of the PRR shall not be considered a breach of this Agreement. For purposes of notice under this paragraph, the School Board shall provide notice to \_\_\_\_\_ by fax with receipt confirmation at \_\_\_\_\_.

13. This Agreement is intended to cover Information received by Receiving Party subsequent to the date hereof. Unless extended by mutual written consent of both Parties hereto this Agreement shall expire either one (1) year from the date hereof or upon the termination of the evaluation or pursuit of the Purpose, whichever first occurs, provided, however, that Receiving Party's obligations with respect to the Information shall survive for three (3) years following the date of such termination of this Agreement.

14. Disclosing Party acknowledges that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Information, provided that Receiving

Party does not violate any of its obligations under this Agreement in connection with such development.

15. Because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach of this Agreement in addition to all monetary remedies available at law or in equity. No bond or other security shall be required in obtaining such equitable relief.

16. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Information and Receiving Party agrees that Disclosing Party and its employees and agents shall have no liability to Receiving Party resulting from any use of the Information.

17. Neither Party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other Party.

18. This Agreement represents the entire agreement between the Parties with respect to the subject matter contained herein.

19. This Agreement shall inure to the benefit of the respective Parties, their legal representatives, successors and assigns.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Florida.

21. If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof. This Agreement may be executed by facsimile and in counterpart copies.

22. Regardless of whether Information is subject to disclosure pursuant to the Public Records Law: (a) neither Party shall submit, or cause to be submitted, any Information, as evidence or otherwise, to any court or administrative agency, including without limitation the Federal Communications Commission, and (b) Information shall not be admissible as evidence in any judicial or other proceeding before any governmental agency, including without limitation the Federal Communications Commission. Solely for the purposes of this Section 20, Information shall not include any data or document that is otherwise discoverable and in existence as of the date of this Agreement.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**Nextel Spectrum Acquisition Corp.**

**School Board of Palm Beach County, Florida**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved As To Form  
And Legal Sufficiency**  
*Blair Mc I 1/23/07*