Exhibit 8 – DRAFT NONDISCLOSURE AGREEMENT

This mutual Nondisclousre Agreement ("Agreement") is made and entered into by and between the CITY OF GAINESVILLE, FLORIDA ("CITY"), general government and dba Gainesville Regional Utilities, and _____, sometimes are collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

WHEREAS, in connection with the Parties ' Contract for_____ Service f o r _____, each Party hereto may disclose certain non-public and proprietary information to the other relating to their respective operations and businesses ; and,

WHEREAS, 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. For purposes of this Agreement, Party disclosing confidential information hereunder is hereinafter referred to as the "Disclosing Party" and Party receiving confidential information hereunder is hereafter referred to as the "Receiving Party." CONSULTANT and CITY would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as set forth below:

1.   As used herein, the term "Confidential Information" shall mean all non-public information disclose d hereunder, or under any Statement of Work (SOW) pursuant to the Contract for _____for - _____ whether written or oral, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure , reasonably should be considered as confidential. "Trade Secrets" shall mean information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, as such term is understood under the Florida Uniform Trade Secrets Act, Florida Statutes Chapter 688. To the extent that the Confidential Information constitutes a "Trade Secret" pursuant to Florida law , or to the extent that the Confidential Information is exempt under Florida's Public Records Law, Confidential Information may include, but not be limited to financial papers and statements , customer lists, research and development activities, technology, vendors, computer hardware and software, products, drawings, trade secrets and information regarding operating procedures, pricing methods, network strategies, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by the Disclosing Party. Written Confidential information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as confidential. Confidential information that is not written must be identified as Confidential information at the time of disclosure and confirmed in writing delivered to the Recipient within 15 days following its disclosure. The protections of this Agreement will apply during those I5 days.

2. Confidential Information also includes information not generally known to the public, whether of a technical, business or other nature that relates to the Project stated above or that, although not related to such Project, is nevertheless disclosed as a result of Parties' discussions in that regard, and that should reasonably have been understood by Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself to be proprietary and confidential to Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means.

3. Confidential Information also includes all proprietary information but is not limited to : business data and models, financial data and models, commission and upfront data and mode ls, product information (including, but not limited to terms and conditions, customer correspondence, configuration, and pricing), and data related to vendors, customers, partners, and prospective customers and partners, including data in the CITY's current and prospective Enterprise Resource Planning System. Confidential Information may also include any and all data relating to customer claims, data analyses and summaries, product and marketing plans, trade secrets, copyrights, patents, trademarks, service marks , slogans, know-how, technical data or specifications, testing methods , and other client , partner, and customer information, or information which should be reasonably understood by Receiving Party as the confidential or proprietary information of Disclosing Party. The information furnished by CONSULTANT shall be considered confidential regardless of whether such information is specifically designated as confidential, or whether such information is in written oral, electronic, or other form.

4. The CITY is a Florida municipal corporation and is subject to the Florida Public Records Law. Nothing in this Agreement shall be construed to compel CITY to violate such law. However, in the event that CITY is required to disclose any confidential information in order to comply with Florida's Public Records Law, CITY will promptly notify CONSULTANT prior to making such disclosure such that CONSULTANT can seek a protective order or other appropriate remedy from the proper authority. CITY agrees to cooperate with CONSULTANT in such order or other remedy.

5. As a condition to receiving the Confidential Information which the Disclosing Party may furnish to the Receiving Party or to which the Receiving Party is afforded access, directly or indirectly, the Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Confidential 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 the Disclosing Party, use or disclose the Confidential Information or any part thereof except as necessary for the Purpose. Each Party shall establish and maintain safeguards against the destruction, loss or alteration of the Disclosing Party's data or third party data that each Party may gain access to or be in possession of in providing the services of the Parties ' Contract for _____. Neither Party will attempt to access, and will not allow its Personnel access to, the Disclosing Party's facilities or data or third-party data that is not required for the performance of the services of this Contract by such Personnel.

6.   Use of Confidential Information. Receiving Party, except as expressly provided in this Agreement, shall not disclose Disclosing Party's Confidential Information to anyone without Disclosing Party's prior written consent. Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than that as specifically set forth herein regarding the Project. Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Receiving Party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright , trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from Disclosing Party.

7.   Exceptions. The provisions of Section 6 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Receiving Party without confidentiality restrictions at the time of its receipt from Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction ; (iv) can be shown by documentation to have been independently developed by Receiving Party without reference to any Confidential Information; or (v) is identified by Disclosing Party as no longer proprietary or confidential.

8.   Receiving Party Personnel. Receiving Party shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, contractors, subcontractors and entities controlled by it (collectively, "Personnel") who have a need to know Confidential Information in connection with the Project. Receiving Party's Personnel shall have access only to the Confidential Information they need for such purposes. Receiving Party shall ensure that its Personnel comply with this Agreement. Receiving Party shall be responsible for the acts of its Personnel in conjunction with their use of the Confidential Information.

9.   Disclosures to Governmental Entities. If, in the opinion of its counsel, Receiving Party becomes legally obligated to disclose Confidential Information , Receiving Party shall give Disclosing Party prompt written notice sufficient to allow Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable , consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

10.   Ownership of Confidential Information. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of Disclosing Party, and Receiving Party shall have no rights, by license or otherwise, to use the Confidential 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 Confidential or other information.

11.   No Warranty or Obligation to Proceed. No warranties of any kind are given by either Party with respect to the accuracy, appropriateness or completeness of information provided to the other. Parties agree that, unless and until a definitive written agreement with respect to any transaction relating to disclosures under this Agreement is completed , neither Party shall be

under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of their respective directors, officers, employees, agents, representatives or advisors thereof, except, in the case of this Agreement, for the matters specifically agreed to herein.

12.   Return of Confidential Information. Receiving Party promptly shall return or destroy upon request, and verify in writing the completeness of the Confidential Information returned or the destruction of, all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the earlier of (i) the completion or termination of the dealings between Disclosing Party and Receiving Party, and (ii) Disclosing Party's written request. Receiving Party may retain one archival copy of Confidential Information subject to the confidentiality provisions of this Agreement.

13.   Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, systems, or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

14.   Injunctive Relief. Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, Parties agree that in the event of a breach or threatened breach of confidentiality, Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

15.   Limited Relationship. This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

16.   Cumulative Obligations. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.

17.   Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of Parties.

18.   Scope and Termination. This Agreement shall become effective as of the date first written above and shall automatically terminate at the end of five (S) years thereafter or upon the completion or termination of Parties evaluation or pursuit of the Project, whichever is earlier. Notwithstanding such expiration or termination, all of

Receiving Party's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

19. Nonwaiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

20. Non-Public Information. Parties acknowledge that they are aware, and that they will advise their Personnel, that securities law s may prohibit any person who has received nonpublic information regarding the matters that are the subject of this Agreement from purchasing or selling securities of CONSULTANT, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that Such person is likely to purchase or sell the securities of CONSULTANT.

21. Assignment; Transfer. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party; provided, however, that Parties may disclose Confidential Information to other persons as set forth in this Agreement.

22. Governing Law. This Agreement shall be governed by internal laws of the State of Florida without regard to its choice of law provisions, and may be executed in counterpart copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

23. Signatures. This Agreement may be executed in any number of counterparts (including an executed fax or scanned document), each of which will be an original, but such counterparts will together constitute one and the same document.

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

VENDOR NAME

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF GAINESVILLE

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved as to form and legality:

By:_____
    City Attorney