

**LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM [“LAR-IAC”]
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

[THIS FORM APPLIES TO DATA FROM LAR-IAC 4, LAR-IAC 5 AND LAR-IAC 6]

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 [“Pictometry”], and the County of Los Angeles [“County”] have entered into that certain agreement dated December 3, 2013 as amended from time to time [“Agreement”] for delivery of licensed digital mapping data and software [“Licensed Products”] to the County. Under the Agreement, certain governmental entities [“Authorized Entities”], including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.
2. Pursuant to Paragraph 11.2 [“Authorized Users”] of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.
3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity [“Project”].
4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information [“Confidential Information”] of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement [“NDA”], the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.
5. Pictometry and the County acknowledge that the Agreement and certain information and documentation [collectively, “Records”] may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) [collectively, “Compelled Disclosure Requests”]. Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at Pictometry’s expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.
7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County’s prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER (Contractor/Collaborator):

Name / Title: _____

Organization: _____

Address: _____

City/ZIP: _____

Signature: _____ Date: _____

AUTHORIZED BY (LAR-IAC Member Organization):

Name / Title: _____

Organization: _____

Address: _____

City/ZIP: _____

Signature: _____ Date: _____

APPROVED BY (County's LAR-IAC Project Director):

Name / Title: _____

Signature: _____ Date: _____

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LAR-IAC Project Director, at SSteinberg@isd.lacounty.gov with a copy (cc) to An Dang, LAR-IAC Project Manager, at ADang@isd.lacounty.gov for review and approval.