

LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM (LAR-IAC2)
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

A. Pictometry International Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 (“Pictometry”), and the County of Los Angeles have entered into a certain agreement dated _____, 2008 (“Agreement”) for delivery of licensed digital mapping data and software (“Products”) to the County. Under the agreement, certain governmental entities (“Authorized Entities”) which participate in the LAR-IAC are granted copies of the Products through a Participant Agreement with the County.

B. Section 11.2 of the Agreement states: “As used in this Agreement, the term “Authorized Users” shall mean (i) the employees of Authorized Entities, (ii) employees of Authorized Entities, including County Departments and Authorized Participants, doing business with or on behalf of the Authorized Entities for those particular Authorized Entity projects; (iii) contractors and consultants using the Licensed Products at the facilities of the Authorized Entities, and (iv) any contractors and consultants of the Authorized Entities designated by Contractor to use the Licensed Products outside the facilities of Authorized Entities for those particular Authorized Entity projects.”

C. The undersigned is an Authorized User of the County or Authorized Entity and desires to use the 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 or the County (the “Purpose”).

1. GRANT OF RIGHTS

The undersigned understands and agrees that the Products contain trade secret and confidential information (“Confidential Information”) of Pictometry. Under this Authorized User Confidentiality and Non-Disclosure Agreement, it may use the Products solely for the Purpose, which right is nonexclusive, nontransferable, and non-assignable, from the Effective Date hereof until expiration or termination.

To the extent any Confidential Information is revealed through the use or operation of the Products, the Authorized User agrees that it will not make use of, disseminate, or in any way disclose Confidential Information without Pictometry’s prior written consent.

IN WITNESS WHEREOF, the Undersigned have caused their duly authorized representatives to execute and deliver this Agreement as of the date first set below.

Authorized Entity

Authorized User

Name: _____

Name: _____

Organization: _____

Organization: _____

Address: _____

Address: _____

City/Zip: _____

City/Zip: _____

Phone: _____

Phone: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Note: Authorized Entities shall keep a signed copy of this document for the duration of the contract.