

**LOS ANGELES REGIONAL
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4
AUTHORIZED USER
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)**

1. 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 (“County”) have entered into that certain agreement dated December 3, 2013 (“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 a County Department that is 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 County Department (“Project”).
4. The undersigned Authorized User understands and agrees that the Licensed Products contain 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 County Department.
5. 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:

Signature: _____ Address: _____
Name: _____
Organization: _____ City/Zip: _____
Date: _____ Phone: _____

AUTHORIZED BY:

Signature: _____ Name: _____
County Department: _____ Title: _____
_____ Date: _____

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