

**THE LAWRENCE GROUP GEOGRAPHIC BASE FILE  
(TLG GBF)**

**THIRD PARTY CONFIDENTIALITY AGREEMENT**

Third Party Organization:	
Licensed User Organization:	License #:

THIS AGREEMENT is a nondisclosure and confidentiality agreement by and between The Lawrence Group (TLG) and "Third Party."

WHEREAS, TLG has created and developed a regionally defined geographic electronic data set

WHEREAS, USER (identified above) has a license to use The Lawrence Group Geographic Base Data (TLG GBF)

WHEREAS, Third Party will be doing work for "User" which will require Third Party to have access to the TLG GBF; and

WHEREAS, The Lawrence Group has made the TLG GBF available to User under a licensing agreement which permits User to use the TLG GBF only in User's business or organizational activities and prohibits User from disclosing, duplicating, or otherwise making the TLG GBF accessible in whole or in part to agents, subcontractors, consultants, independent contractors or other third parties; and

WHEREAS, The Lawrence Group permits the disclosure of the TLG GBF to Third Party in consideration of Third Party's execution of this third party confidentiality agreement.

NOW, THEREFORE, it is agreed that:

1. All rights, title, and interest in the TLG GBF disclosed or made available, in whole or in part, to Third Party are retained by The Lawrence Group. Third Party acknowledges The Lawrence Group has an interest in prohibiting unauthorized access to the TLG GBF and agrees it will hold the TLG GBF in confidence. Third Party further acknowledges and agrees the TLG GBF is made available to Third Party on a temporary basis and may be used only in furtherance of authorized User business or User organizational activities.
2. Third Party agrees it: (a) will not copy the TLG GBF; (b) will not sell, disclose, or otherwise make the TLG GBF available to others; (c) will take all necessary and responsible steps to ensure the TLG GBF is not disclosed, duplicated, or made accessible in whole or in part for the use of others and will prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for copies of the TLG GBF and taking all steps Third Party takes to protect information, data, or other tangible and intangible property of its own that Third Party regards as proprietary or confidential; and (d) will not use the TLG GBF except in furtherance of authorized User business or User organizational activities undertaken by Third Party on User's behalf.
3. Third Party agrees to immediately notify TLG in the event that it becomes aware of any condition of part 2 above being breached. TLG should be notified in writing at:

The Lawrence Group  
Attn: Jim Maxwell  
7300 Washington Ave S  
Eden Prairie, MN 55344

4. Third Party agrees that, upon completion of the work performed by Third Party for User, Third Party will return to User the TLG GBF furnished to Third Party or destroy the TLG GBF.

ACKNOWLEDGEMENT. Third Party acknowledges it has read and understands this third party confidentiality agreement and consents to be bound by its terms. Persons signing this third party confidentiality agreement on behalf of Third Party represent that they are duly authorized to do so and represent and warrant that this third party confidentiality agreement is a legal, valid, and binding obligation and is enforceable in accordance with its terms.

THIRD PARTY

Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_