

ATTACHMENT C

THIRD PARTY CONFIDENTIALITY AGREEMENT

Third Party Organization:	
Licensed User:	License #:

THIS AGREEMENT is a nondisclosure and confidentiality agreement by and between N-Compass Geotech, LLC d/b/a NCompass Technologies (NCompass) and "Third Party."

WHEREAS, NCompass has developed a geographic electronic data set; and

WHEREAS, USER (identified above) has a license to use NCompass' Data (NCT Data); and

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

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

WHEREAS, NCompass permits the disclosure of the NCT Data 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 NCT Data disclosed or made available, in whole or in part, to Third Party are retained by NCompass Technologies. Third Party acknowledges NCompass Technologies has an interest in prohibiting unauthorized access to the NCT Data and agrees it will hold the NCT Data in confidence. Third Party further acknowledges and agrees the NCT Data 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 make unauthorized copies of NCT Data – where authorized copies include copying the NCT Data from the provided media as may be required for the Licensed User project as well as making backups to ensure the security of NCT Data on behalf of the Licensed User and the current project that NCT Data pertains to; (b) will not sell, disclose, or otherwise make any part of the NCT Data available to others; (c) will take all necessary and responsible steps to ensure the NCT Data 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 NCT Data 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; (d) will not make the data available for use by others through the use of an Internet application and (e) will not

use the NCT Data 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 NCompass in the event that it becomes aware of any condition of Section 2 above being breached. NCompass should be notified in writing at:

NCompass Technologies
Attn: Dan Och
dan@guidek12.com
612-598-0435

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

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 Name: _____

Organization Phone: _____

Organization Address: _____

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Phone: _____ Email: _____

The undersigned hereby attests that the above-named Third Party is its Authorized Agent

LICENSED USER

Licensed User: _____

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Phone: _____ Email: _____