

**HR GREEN, INC.**  
**GEOSPATIAL NONDISCLOSURE AGREEMENT**

This NONDISCLOSURE AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by City of Oskaloosa, IA (the "Recipient") to and for the benefit of HR Green, Inc., an Iowa Corporation, or any of its affiliates or subsidiaries (the "Company").

WHEREAS, Recipient will learn confidential and proprietary information relating to the business of Company (all the information acquired by the Recipient as aforesaid being collectively referred to as the "Proprietary Information") in connection with a project or projects to be commissioned with Company by Recipient.

WHEREAS, the Company desires to maintain the confidentiality and proprietary nature of the Proprietary Information, and the confidentiality of all discussions by and between Company and Recipient.

WHEREAS, to induce Company to undertake a project or projects with Recipient, Recipient is willing to execute this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the delivery of the Proprietary Information, Recipient hereby agrees as follows:

- I. **PROPRIETARY INFORMATION AND USE:** Recipient agrees and acknowledges that all Proprietary Information shall be and remain the sole and exclusive property of Company. Recipient will use the Proprietary Information only in connection with discussions with Company and for the purpose of its services provided by Company. Proprietary information includes, but is not limited to, the following:
  - A. GIS databases and their design, including feature classes, domains, subtypes, default values, relationships, networks, and tables: These databases are intended for use by the Recipient. The locational and attribute data contained within each database layer is the property of the Recipient and can be shared with any affiliate in accordance with Section III. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
  - B. Crystal Reports templates (.rpt files): Report files generated for the Recipient by the Company are the property of the Recipient and can be shared with any affiliate in accordance with Section III, but the Crystal Report templates are the property of the Company. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
  - C. GIS web applications and accompanying scripts: GIS web applications, including but not limited to ArcGIS Online maps and applications, are intended for use by the Recipient. The data entered using GIS web applications is the property of the Recipient and, following

upload to the GIS database, can be shared with any affiliate in accordance with Section III. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.

- D. ArcGIS Data Reviewer user-configurable checks: ArcGIS Data Reviewer user-configurable checks are intended for the benefit of the Recipient, but these checks are the property of the Company. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
- E. Training materials, the HR Green GIS Decision Matrix, and the HR Green Database Design Outline: This documentation is for use by the Recipient but may not be shared with any affiliate. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.

II. **RECIPIENT CARE OF PROPRIETARY DATA:** Recipient agrees to hold in confidence and in trust and to maintain as confidential all Proprietary Information. The Recipient representative with signing authority for this Agreement will be responsible for sharing this Non-Disclosure Agreement and communicating the obligations herein to all Recipient employees granted access to the Proprietary Information.

III. **DISCLOSURE TO AFFILIATES:** Recipient agrees that at any such time that GIS data contained within the Proprietary Information is needed by any affiliate, that designated data shall be distributed only in the following formats:

- A. Feature classes (spatial data) only in ESRI shapefile format.
- B. Attribute tables (non-spatial data) only in .dbf, .csv, .txt, or .xls format.
- C. Reports only in .pdf, .html, .txt, or .xls format.

Recipient agrees that Company GIS database design elements via web services will not be made accessible to affiliates and other third parties. Data stored in non-attribute tables, including domains, subtypes, default values, and relationships, may not be shared with any affiliate. No other Proprietary Information shall be distributed to any affiliate without prior written permission of the Company.

IV. **BREACH AND INJUNCTIVE RELIEF:** Company and Recipient agree that an impending or existing violation of any provision of this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law, and agree that the Company shall be entitled to equitable relief, which includes immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

V. **TERMINATION OF AGREEMENT:** The obligations hereunder of Recipient with respect to the Proprietary Information shall survive the termination of the relationship of Recipient and Company.

- VI. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of the Company, its successors, and assigns and be binding upon Recipient, its successors, and assigns. This Agreement may not be assigned by Recipient without the prior written consent of Company. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Proprietary Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void.
- VII. **SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
- VIII. **GOVERNING LAW AND JURISDICTION:** The Company and the Recipient agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the Recipient and the Company arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

- IX. **AUTHORITY:** Each party warrants that it has the authority to enter this Agreement for itself and its affiliates.
- X. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
- XI. **NOTICE:** Any notice, demand, or request required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail and received within seven (7) days of postmark, registered or certified, postage prepaid, addressed as follows:

HR GREEN, INC.  
8710 Earhart Lane SW  
Cedar Rapids, IA 52404

CITY OF OSKALOOSA, IA  
220 S Market Street  
Oskaloosa, IA 52577-3133  
Attn.: Akhilesh Pal, Public Works Director

**HR GREEN, INC.**

**CITY OF OSKALOOSA, IA**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mike R. Fischer, PLS

Printed Name

\_\_\_\_\_  
Printed Name

Operations Manager

Title

\_\_\_\_\_  
Title

May 28, 2020

Date

\_\_\_\_\_  
Date