



UNIVERSITY OF MINNESOTA CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into effective as of May 12, 2014 by and between UMore Park Development LLC (the "LLC"), a Minnesota limited liability company wholly owned by Regents of the University of Minnesota ("University"), and the Minneapolis-St. Paul Regional Economic Development Partnership, a Minnesota non-profit corporation doing business as GREATER MSP (the "Company").

1. The LLC has been formed by the University to oversee the management and development of its UMore Park property. Company has agreed to provide the LLC with information relating to Company's client that may have an interest in locating a business on the University's UMore Park property, which information Company desires to be kept confidential. Additionally, the LLC may provide Company with information the LLC desires be kept confidential.

2. The parties hereby agree to keep the information each receives from the other confidential as outlined below.

3. Any and all information ("Confidential Information") disclosed or submitted in writing or in other tangible form that is clearly and conspicuously labeled "CONFIDENTIAL" or "PROPRIETARY" shall not be disclosed to any third party. Confidential Information shall also include oral and visual disclosures, which are identified as confidential at the time of such disclosures and which are confirmed and summarized within fifteen (15) days of the disclosure by the disclosing party in a writing that sets forth the substance of the Confidential Information disclosed. Neither party shall use said Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees (including University employees) requiring such access for the purposes of this Agreement provided, however, that prior to making any such disclosures each such employee shall be apprised of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement. Neither party shall be held financially liable for any inadvertent disclosure, but each will agree to use its reasonable efforts not to disclose any agreed-to Confidential Information. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

4. Nothing contained herein will in any way restrict or impair either party's right to use, disclose, or otherwise deal with any Confidential Information that at the time of its receipt:

4.1 Is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party;

4.2 Was independently known prior to its receipt, or made available to such receiving party as a matter of lawful right by a third party;