

- (b) was known to Other Party, without restriction, at the time of disclosure;
- (c) was independently developed by Other Party without use of or reference to Confidential Information;
- (d) is rightfully disclosed to Other Party by a third party without confidentiality restrictions;
- (e) is disclosed with the prior written approval of Company; or
- (f) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Other Party will (i) notify Company in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) disclose only that portion of Confidential Information legally required.

4. Return of information. Upon request of Company, Other Party will promptly return or certify the destruction of Confidential Information and all authorized copies thereof

5. No rights to Confidential Information granted. Company will retain all right, title and interest to its Confidential Information. This agreement does not grant to Other Party patent, copyright or other intellectual property right that has issued or that may issue, based on Confidential Information or other rights, except the limited right to use Confidential Information for Purpose.

Nothing in this agreement creates or will be deemed to create any employment, joint venture, or agency between Parties.

Nothing in this agreement requires Company to enter into any transaction with Other Party in connection with which Confidential Information may be disclosed.

6. No reverse engineering. Other Party will not modify, reverse engineer, decompile, reproduce, create other works from or disassemble any software programs contained in Confidential Information of Company. Any reproduction by Other Party of any Confidential Information of Company will remain the property of Company.

7. No warranty. All Confidential Information is provided "as is" for use by Other Party at its own risk. Company disclaims any warranties, express, implied, statutory or otherwise, regarding Confidential Information, including without limitation, any warranties of title, merchantability, fitness for a particular purpose or non-infringement.

8. Term. This agreement will terminate three (3) years after the date of this agreement, or may be terminated by Company at any time upon thirty (30) days written notice to Other Party. Other Party's obligations under this agreement will survive termination of this agreement and will be binding upon Other Party's heirs, successors, and assigns.

9. Remedies. Other Party agrees that due to the unique nature of Company's Confidential Information any breach of this agreement may result in irreparable damage to Company for which monetary damages would be an inadequate remedy. Therefore, in addition to any other remedies that may be available, in law, in equity or otherwise, Company will be entitled to obtain injunctive relief against the threatened breach of this agreement or the continuation of any such breach by Other Party.

10. Governing law. This agreement will be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

11. Final provisions.

(g) This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements between the parties regarding the same subject matter.

(h) This agreement can be modified only by a written amendment signed by parties.

(i) Failure to enforce any provisions of this agreement will not constitute a waiver.

(j) If any provision is unenforceable, the other provisions will remain effective.

- (k) Parties may execute this agreement in counterparts, which taken together will constitute one instrument.
- (l) Company may assign any of its rights and obligations under this agreement. Other Party may not assign, whether voluntarily or by operation of law, any of its rights and obligations under this agreement, except with the prior written consent of Company.
- (m) Any notice under this agreement must be in writing and delivered personally or by overnight courier or sent by email.

COMPANY

OTHER PARTY

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: _____