

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.

IV. Exceptions to Confidential Information. The Recipient shall not be restricted from disclosing or using Confidential Information that:

- (a) was freely available in the public domain at the time it was communicated to the Recipient by the Releasor;
- (b) subsequently came to the public domain through no fault of the Recipient;
- (c) is in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Releasor;
- (d) is independently developed by the Recipient or its representatives without reference to any information communicated to the Recipient by the Releasor;
- (e) is provided by Recipient in response to a valid order by a court or other governmental body, as otherwise required by law; or
- (f) is approved for release by written authorization of an officer or representative of the Releasor;

V. Use or Disclosure of Confidential Information. Recipient shall only use the Confidential Information as directed by the Releasor and not for its own purposes or the purposes of any other party. Recipient shall disclose the Confidential Information received under this Agreement to any person within its organization only if such persons are on a "need to know" basis. Recipient shall advise each person to whom disclosure is permitted that such information is the confidential and proprietary property of the Releasor and may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.

VI. Notice of Disclosure. In the event that the Recipient receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Recipient agrees, if legally permissible, to (a) promptly notify the Releasor of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the Releasor on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the Releasor in seeking a protective order or other appropriate remedy; provided, however, that the Recipient shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that the Releasor waives compliance with the provisions hereof, the Recipient shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Recipient not permitted by this Agreement.

VII. Term. This Agreement, with respect to Confidential Information, will remain in effect for 7 months.

VIII. Return of Confidential Information. Upon request from the Releasor or upon the termination of negotiations and evaluations between the Parties, Recipient will promptly deliver to Releasor all originals and copies of all documents, records, software programs, media and other