

NON-DISCLOSURE REQUIREMENTS

Pursuant to the Agreement to which this Exhibit B is annexed, Company may be disclosing to Independent Contractor certain confidential business plans, development plans, reports, financial information, design documents, specifications, programmer notes, software (its own and/or third party), and/or other information, whether or not so identified (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such information, the "Confidential Information," which shall include this Agreement). The parties agree as follows with respect to treatment of the Confidential Information:

1. Independent Contractor shall use the Confidential Information solely for the purpose of performing the Services specified in the applicable SOW and not for any other purpose. Except to the extent permitted by Section 3 below, Independent Contractor will not disclose the Confidential Information, in whole or in part, to any other party. In fulfilling its obligations under this Agreement, Independent Contractor shall use at least the same standard of care it uses to protect its own information of similar kind, but not less than a reasonable standard of care.
2. The term "Confidential Information" shall be deemed not to include information which (i) is or becomes generally available to the public other than (a) as a result of a disclosure by Independent Contractor or any other person who directly or indirectly receives such information from the Independent Contractor or (b) in violation of a confidentiality obligation to the Company known to Independent Contractor or (ii) is or becomes available to Independent Contractor on a non-confidential basis from a source which is entitled to disclose it to Independent Contractor or (iii) is independently developed by Independent Contractor without benefit of the Confidential Information.
3. In the event that Independent Contractor is required by law or by interrogatories, requests for information or documents, subpoena, Civil Investigative Demand, or similar process to disclose any information supplied to Independent Contractor pursuant to the Agreement, including without limitation the Confidential Information or any other information the disclosure of which is restricted by the terms of this Exhibit B, Independent Contractor will provide the Company with prompt prior written notice of such request or requirement so

that the Company may seek an appropriate protective order. If, in the absence of a protective order, Independent Contractor is nonetheless, in the written opinion of its counsel (which shall be forwarded to the Company upon request), compelled to disclose Confidential Information or any other information the disclosure of which is restricted by the terms of this Exhibit B to any tribunal or else stand liable for contempt or suffer other material censure or penalty, Independent Contractor may disclose only that portion of the Confidential Information or other information which it is advised in writing by its counsel (which shall be forwarded to the Company upon request) is so legally compelled and Independent Contractor will exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4. All Confidential Information disclosed by the Company to Independent Contractor shall be and shall remain the Company's property. Upon termination of the Agreement, Independent Contractor shall redeliver all tangible Confidential Information furnished by the Company. Except to the extent Independent Contractor is advised in writing by counsel that such action is prohibited by law, Independent Contractor will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information. Any Confidential Information that is not returned or destroyed, including without limitation any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Exhibit B.

5. Independent Contractor acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Exhibit B by Independent Contractor and that the Company shall be entitled to specific performance, including without limitation injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Exhibit B but shall be in addition to all other remedies available at law or equity. Independent Contractor agrees to reimburse the Company for costs and expenses (including without limitation attorneys' fees) incurred by the Company in connection with the enforcement of this Exhibit B.

6. If any provision of this Exhibit B is not enforceable in whole or in part, the remaining provisions of this Exhibit B shall not be affected thereby. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other

right, power, or privilege hereunder.