

CONFIDENTIALITY OF INFORMATION (June 2007)

(a) To the extent that the work under this Agreement requires that the Seller be given access to information which has been marked or identified as confidential or proprietary, sensitive, technical, or financial belonging to the Government, Company, or other companies, (hereinafter referred to as "protected information"), the Seller shall after receipt thereof, treat protected information as marked or identified from unauthorized use and disclosure. The Seller agrees not to appropriate protected information to its own use or to disclose protected such information to third parties unless specifically authorized by the Company in writing. The foregoing obligations, however, shall not apply to information which:

- (1) at the time of receipt by the Seller, is in the public domain;
- (2) after receipt thereof by the Seller is published or otherwise becomes part of the public domain through no fault of the Seller;
- (3) the Seller can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or Company;
- (4) the Seller can demonstrate was received by it from a third party that did not require the Seller to hold it in confidence; or
- (5) must be disclosed under operation of law or regulation.

(b) The Seller agrees to allow access only to those employees that need the protected information to perform services under this Agreement and agrees that the protected information will be used solely for the purpose of performing services under this Agreement. The Seller shall ensure that its employees will not discuss, divulge or disclose any protected information to any person or entity except those persons within the Seller's organization directly concerned with the performance of the Agreement.

(c) The Seller shall administer a monitoring process to ensure compliance with the provisions of this clause, promptly report any breaches to the Company's technical representative, and implement immediate, appropriate corrective actions to contain and prevent recurrence.

(d) The Company may terminate this Agreement for default if Seller or an employee of the Seller fails to comply with the provisions of this clause. The Company may also exercise any other rights and remedies provided by law or this Agreement, including criminal and civil penalties.

(e) The Seller shall include this clause in all appropriate subcontracts. However, such provision in the subcontracts shall not relieve Seller of its obligation to assure compliance with the provisions of this clause.