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- **9.2 DISCLOSURE OF CONFIDENTIAL INFORMATION.** You will not disclose any portion of the Confidential Information to any third party without the prior written consent of VPI. You further covenant not to disclose such information on behalf of Yourself, Your officers, directors, agents, employees or affiliates. You further agree



that You will not disclose the Information to any third party without the prior written consent of VPI, even if such third party is under similar restrictions on disclosure.

- **9.3 DEGREE OF CONFIDENTIALITY.** You agree to use the same degree of care to protect the confidentiality of the Confidential Information as You use to protect Your own confidential and proprietary information (which You do not wish to have published or disseminated). However, in no event shall You use less than a reasonable degree of care to protect the Confidential Information. You further agree to limit access to such Confidential Information to Your employees who have a need to know of Confidential Information.
- **9.4 <u>LEGAL ACTION</u>**. If You are confronted with legal action to disclose Confidential Information received under this Agreement, You shall promptly notify VPI. You agree to reasonably assist VPI in obtaining a protective order from the Court or governmental body requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order, or for such other purposes as required by law. Each party shall bear its own legal expenses.
- 10. <u>VPI INDEMNIFICATION</u>. VPI, at its expense, will defend any action brought against Partner and/or Partner's End User to the extent that it is based on a claim that any VPI Software or Marks infringes any United States patent, copyright, or trademark of a third party provided that VPI is notified in writing of the existence of such claim within ten days of Partner's first learning of the same, VPI is given full authority to control the defense, costs and settlement of the claim, and VPI receives reasonable cooperation and assistance from Partner and/or Partner's End User. VPI will pay all damages and costs finally awarded against and incurred by Partner and/or Partner's End User in such action.
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- **12.** MISCELLANEOUS. This Software License Agreement is governed by the laws of the State of California, United States of America and You hereby agree that jurisdiction and venue for any action or claim under this Agreement shall be in the State Courts of Ventura County, California or the federal courts sitting in and for Los Angeles County, California.