

**CONFIDENTIALITY AND INDEMNITY AGREEMENT**

This is a confidentiality agreement between Greenview Data, Inc. (GDI) with offices at 8178 Jackson Rd, Ann Arbor MI 48103, and a client (Client) whose name and address are:

---

---

---

---

GDI hereby agrees to treat any data files and other information supplied by or on behalf of the Client as Confidential Information.

The term Confidential Information does not include information which (i) is already in GDI's possession, provided that such information is not known by GDI to be subject to another confidentiality agreement with the Client, or (ii) becomes generally available to the public other than as a result of a disclosure by GDI or its directors, officers or employees, or (iii) becomes available to GDI on a non-confidential basis from a source other than the Client or its advisors, provided that such source is not known by GDI to be bound by a confidentiality agreement with or other obligation of secrecy to the Client or another party.

GDI will always treat any data files containing names, addresses, account numbers, financial information, medical information and/or any other personal information as Confidential Information, even if it is publicly available.

GDI hereby agrees that the Confidential Information will be used solely for the purpose of converting the data and for such other purposes as requested by the Client, and that such information will be kept confidential by GDI and its directors, officers and employees. Such directors, officers and employees shall be informed by GDI of the confidential nature of such information and shall be directed to take all reasonable steps to ensure that the information remains confidential.

GDI agrees to take all reasonable steps to ensure that the Confidential Information is not deliberately or accidentally divulged to any other party. The data will only be stored on computers which are protected from unauthorized Internet access by hardware and/or software firewalls. Any converted data will be sent back to the Client either via a courier service, or if permitted by the Client, by password encrypting the data and sending it over the Internet.

GDI agrees, at the Client's request, to promptly return any Confidential Information originally provided in printed or electronic form, and/or to destroy all data files when the conversion or other requested work is complete. It is the Client's responsibility to ensure that it has readable copies of the data before requesting GDI to destroy its copies of the data.

Any ".LAY" data layout files used by GDI's EBCDIC conversion software contain only the layout of the data and not any actual data; therefore they will not be considered Confidential Information.

Although GDI will use reasonable care not to accidentally destroy any data, e.g. magnetic tapes and CD-ROMs, GDI is not responsible for any lost or damaged data, tapes, disks, printouts or other supplied materials. It is the Client's responsibility to have backup copies of all data and materials supplied to GDI.

#### INDEMNIFICATION

GDI shall defend, indemnify and hold Client harmless from all third party costs, liabilities and suits, claims and expenses (including reasonable attorney's fees and court costs) resulting from the actual or claimed infringement of any patent, copyright, trade secret or other intellectual property right applicable to the GDI intellectual property used by Client, provided: (i) GDI is promptly notified of the claim; (ii) GDI receives reasonable cooperation from Client necessary to perform GDI's obligations hereunder; and (iii) GDI has sole control over the defense and all negotiations for a settlement or compromise. The foregoing obligation of GDI does not apply with respect to Software or portions or components thereof: (i) not supplied by GDI; (ii) used in a manner not expressly authorized by this Agreement (iii) made in whole or in part in accordance with Client's specifications; (iv) modified by Client, if the alleged infringement relates to such modification; (v) combined with other products (hardware or software), processes or materials where the alleged infringement would not exist but for such combination; or (vi) where Client continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

If, as a result of a claim of intellectual property infringement, the Client's use of the Product is enjoined, temporarily or permanently, GDI will, at its sole option and expense, promptly either: (i) procure for the Client the right to continue using the affected Product, (ii) modify the affected Product so as to make it non-infringing, or (iii) replace the Product with a non-infringing program of equal or better performance. If GDI determines that none of the foregoing are reasonably available, GDI may elect to terminate the Client's license to use the Product and refund an allocable portion of the license fees paid by the Client, prorated based on a five-year useful life.

**REMEDIES:**

GDI acknowledges that failure to comply with the terms of this Agreement will cause irreparable damage to the Client. Therefore, GDI agrees that in addition to any other remedies at law or in equity available to the Client for GDI's breach or threatened breach of this Agreement, the Client is entitled to specific performance or injunctive relief against GDI to prevent such damage or breach, and the existence of any claim or cause of action GDI may have against the Client will not constitute a defense thereto. GDI further agrees to pay reasonable attorney fees incurred by the Client in any proceeding relating to the enforcement part of the agreement or to any alleged breach thereof in which the Client will prevail in whole or in part.

Confirmed and Agreed to:

**Greenview Data, Inc.**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_